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This instrument prepared by.

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Schain, Fisel & Burney, Ltd.
222 N. LaSalle Street, Suite 1910
Chicago, Illinois 60601

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Cook County Recorder 25.50



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SUBORDINATION AND ATTORNMENT AGREEMENT

THIS AGREEMENT made and effective as of this 13th day of January, 1999, between **COLE TAYLOR BANK** (hereinafter called "Lender"), **ALLEN GRISHOW** (hereinafter called "Tenant"), and **SHOE FACTORY ROAD L.L.C.** (hereinafter called "Landlord").

WHEREAS, Lender is the owner and holder of a Mortgage, Security Agreement and Financing Statement (hereinafter called the "Mortgage") dated January 11, 1999, 1999, covering the real property described in Exhibit A and the improvements located thereon, if any (hereinafter collectively called the "Mortgaged Premises") securing the payment of a promissory note in the stated principal amount of One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00) payable to the order of Lender;

WHEREAS, Tenant is the tenant under that certain Farm Lease dated January 1, 1998, executed by and between Landlord's predecessor in title to the Mortgaged Premises, and Tenant, covering the Mortgaged Premises, which Lease was amended pursuant to First Amendment to Farm Lease dated August 27, 1998 made between said persons (hereinafter, the aforesaid Farm Lease and the First Amendment thereto shall be referred to as the "Lease"); and

WHEREAS, Landlord's predecessor in title to the Mortgaged Premises has, contemporaneously with execution of this Agreement, assigned its right, title and interest in and to the Lease to Landlord.

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Lender and Tenant hereby agree and covenant as follows:

1. **Subordination.** The Lease shall at all times and for all purposes be subject and subordinate, in each and every respect, to the Mortgage, with the provisions of the Mortgage controlling in all respects over the provisions of the Lease, it

being understood and agreed that the foregoing subordination shall apply to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage, provided that any and all such increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations shall nevertheless be subject to the terms of this Agreement.

2. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Mortgaged Premises, and their respective heirs, personal representatives, successors and assigns.

3. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be one and the same instrument with the same signature as of all parties to this Agreement had signed the same signature page.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

LENDER:

COLE TAYLOR BANK, an Illinois banking association

By: Vincent J. Daley
Name: Vincent E. Daley
Its: Senior Vice President

TENANT:

Allen Grishow
ALLEN GRISHOW

LANDLORD:

SHOE FACTORY ROAD L.L.C., an Illinois limited liability company

By: Dennis A. Cortes
Name: Dennis A. Cortes
Its: President

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Exhibit "A"

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LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF THE HIGHWAY KNOWN AS SHOE FACTORY ROAD WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE EASTERLY ALONG THE CENTER LINE OF SAID SHOE FACTORY ROAD TO A POINT THAT IS 232.5 FEET WESTERLY (MEASURED ALONG THE CENTER LINE OF SAID SHOE FACTORY ROAD) FROM THE INTERSECTION OF THE WEST LINE OF THE PUBLIC SERVICE COMPANY RIGHT-OF-WAY WITH THE CENTER LINE OF SAID SHOE FACTORY ROAD; THENCE SOUTH 12 DEGREES 55 MINUTES EAST 893 FEET TO A POINT IN THE WEST LINE OF PUBLIC SERVICE COMPANY RIGHT-OF-WAY THAT IS SOUTH 2 DEGREES 06 MINUTES EAST 1,005.6 FEET (MEASURED ON THE SAID WEST LINE) FROM THE INTERSECTION OF THE SAID WEST LINE WITH THE CENTER LINE OF SAID SHOE FACTORY ROAD; THENCE SOUTHERLY ALONG THE SAID WEST LINE OF SAID RIGHT-OF-WAY, 406.9 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE WEST ON THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE NORTH ON THE WEST LINE OF SAID NORTHWEST QUARTER TO THE CENTER LINE OF SAID SHOE FACTORY ROAD AND THE POINT OF BEGINNING (EXCEPT FROM SAID PREMISES THAT PART OF THE SAID NORTHWEST QUARTER DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF THE HIGHWAY KNOWN AS SHOE FACTORY ROAD WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE EASTERLY ALONG THE CENTER LINE OF SAID SHOE FACTORY ROAD; 103.6 FEET; THENCE SOUTH 0 DEGREE 17 MINUTES EAST TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; AND THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING) (EXCEPTING THEREFROM PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE HIGHWAY KNOWN AS SHOE FACTORY ROAD WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE EASTERLY ALONG THE CENTER LINE OF SAID SHOE FACTORY ROAD TO A POINT THAT IS 232.5 FEET WESTERLY (AS MEASURED ALONG THE CENTER LINE OF SAID SHOE FACTORY ROAD) FROM THE INTERSECTION OF THE WEST LINE OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS RIGHT-OF-WAY WITH THE CENTER LINE OF SAID SHOE FACTORY ROAD, FOR THE POINT OF BEGINNING; THENCE SOUTH 12 DEGREES 55 MINUTES EAST, A DISTANCE OF 582 FEET ALONG A LINE FROM THE POINT OF BEGINNING THAT INTERSECTS THE WEST LINE OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS RIGHT-OF-WAY SOUTH 2 DEGREES 6 MINUTES EAST 1,005.6 FEET (MEASURED ON THE SAID WEST LINE) FROM THE INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF SAID SHOE FACTORY ROAD; THENCE SOUTH 81 DEGREES 1 MINUTE WEST, 140.8 FEET; THENCE NORTH 8 DEGREES 59 MINUTES WEST, 580 FEET TO A POINT IN THE CENTER LINE OF SAID SHOE FACTORY ROAD THAT IS 100 FEET WESTERLY FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE CENTER LINE OF SAID SHOE FACTORY ROAD 100 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

Approx. 30 Acres Adjacent to Shoe Factory Road, Hoffman Estates, IL

PIN: 06-08-102-004