

# UNOFFICIAL COPY

## SUBORDINATION AGREEMENT

3966337

THIS AGREEMENT WITNESSETH THAT:

### PREAMBLE

WHEREAS, the BREMEN BANK AND TRUST COMPANY, as Trustee under Trust No. 79-1468 (hereinafter "Trustee") executed and delivered to the UNITED STATES SMALL BUSINESS ADMINISTRATION (hereinafter "the SBA") a certain Mortgage dated December 1, 1985, and filed December 27, 1985, as Document No. LR3486320 (hereinafter "the SBA Mortgage") to secure a Note for Two Million and 00/100 Dollars (\$2,000,000.00), encumbering the real estate and improvements described on Exhibit "A" attached hereto (hereinafter "the Premises"); and

WHEREAS, FIRST MIDWEST BANK/ILLINOIS, NATIONAL ASSOCIATION (hereinafter "Bank") has been requested to loan the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to be secured by a Mortgage, Security Agreement, Assignment of Rents, and Financing Statement (hereinafter "the Bank's Superior Mortgage") on the Premises, and

WHEREAS, Bank has agreed to make such loan provided Bank's Superior Mortgage and the lien thereby created on the Premises do in fact constitute a valid, enforceable, prior encumbrance which is not subject to any superior mortgage or encumbrances of any other party, including the SBA Mortgage, as set forth in this Subordination Agreement; and

WHEREAS, the SBA has and does agree to subordinate its SBA Mortgage to the Bank's Superior Mortgage provided only that the Bank's Superior Mortgage is given to secure a loan evidenced by Promissory Note in the amount of Five Hundred Thousand and 00/100 (\$500,000.00) with a maturity no later than four (4) years from the date hereof and for the purpose of recycle plant capital improvements (but in no event shall Bank have any obligation to control or monitor the expenditure of the loan proceeds secured by Bank's Superior Mortgage or to otherwise verify the installation of any such improvements), which Note shall be in the form and content of the unsigned Note attached hereto as Exhibit "B" and provided further that the subordination herein created shall not remain in effect in the event the lien of the Bank's Superior Mortgage is declared invalid as a preference in any proceeding commenced by the filing of a bankruptcy petition by or against the Borrowers or for any other reason.

NOW, THEREFORE, in consideration of \$10.00 in hand paid and for other good and valuable consideration, the receipt and sufficiency of which the SBA hereby acknowledges, the undersigned SBA does hereby covenant and agree with Bank as follows:

The SBA Mortgage dated December 1, 1985, and filed December 27, 1985, as Document No. LR3486320 and the lien created thereby, are by these presents subordinated and made subject to the Bank's Superior Mortgage until the Note is fully paid, and to the lien thereby created, executed or to be executed and filed or registered on \_\_\_\_\_ as Document # \_\_\_\_\_, even though said Note and Bank's Superior Mortgage are and shall be executed, delivered, filed or registered on a date which is concurrent with or after the date of this Subordination Agreement; and the undersigned SBA agrees further that any and all sums and proceeds derived from any voluntary or involuntary sale, transfer, lease, or disposition of the Premises or any part thereof shall be applied first to the payment of all indebtedness (which as used herein is defined as the remaining principal balance on the Promissory Note secured by Bank's Superior Mortgage, interest accrued thereon, reasonable attorneys' fees, court costs and costs incurred to preserve, protect, and liquidate the Premises) secured by Bank's Superior Mortgage and that the undersigned SBA shall not receive, collect, or be paid any portion thereof until all indebtedness secured by Bank's Superior Mortgage shall have been paid in full; and Bank is hereby authorized to recover from the undersigned SBA, either at law or in equity, any sum or sums at any time paid to or received by the undersigned SBA in violation of the foregoing terms.

3966337

# UNOFFICIAL COPY

1000000

UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

UNOFFICIAL COPY

1000000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

Lot 1 in Prum Subdivision, a resubdivision of Lot 5 in Arthur T. McIntosh and Company's 135th Street Farms, being a subdivision of the West 1/2 of the West 1/2 of the North East 1/4 of Section 3, Township 36 North, Range 13 East of the Third Principal Meridian according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, on December 17, 1980 as Document 3194406, in Cook County, Illinois.

P.I.N. 28-03-200-044-0000

Property of Cook County Clerk's Office

3956337

EXHIBIT "A"

# UNOFFICIAL COPY

RECEIVED

OFFICE OF THE CLERK OF COOK COUNTY  
111 N. LAUREL ST. CHICAGO, ILL. 60602  
TELEPHONE: 312-742-2000  
FAX: 312-742-2001  
WWW.COOKCOUNTYCLERK.COM

0000-000-000-00-00 00.00.00

Property of Cook County Clerk's Office

RECEIVED

RECEIVED

UNOFFICIAL COPY

XL DISPOSAL CORPORATION, ROBERT J. PRUIM, EDWARD H. PRUIM BREMEN BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated May 24, 1979, Trust No. 79-1468	FIRST MIDWEST BANK, ILLINOIS, N.A. 50 West Jefferson Street, Joliet, Illinois 60431	Loan Number _____ Date <u>May 21</u> , 1991 Maturity Date <u>May 21</u> , 1995 Loan Amount \$ <u>500,000.00</u> Renewal Of _____
---	---	--

BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.  
LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.

I promise to pay to you, or your order, at your address listed above the  
**PRINCIPAL** sum of Five Hundred Thousand and 00/100 Dollars \$500,000.00

- Single Advance:** I have received all of this principal sum. No additional advances are contemplated under this note.  
 **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. As of today I have received the amount of \$ \_\_\_\_\_ and future principal advances are contemplated.

Conditions: The conditions for future advances are \_\_\_\_\_

- Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires no later than \_\_\_\_\_  
 **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**PURPOSE:** The purpose of this loan is business

**INTEREST:** I agree to pay interest (calculated on a 360 day basis) on the principal balance(s) owing from time to time as stated below:

- Fixed Rate:** I agree to pay interest at the fixed, simple rate of \_\_\_\_\_ % per year.  
 **Variable Rate:** I agree to pay interest at the initial simple rate of 10.5 % per year. This rate may change as stated below.  
 **Index Rate:** The future rate will be 2% above the following index rate: highest national prime rate published in the Wall Street Journal  
 **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.  
 **Frequency and Timing:** The rate on this note may increase as often as daily  
 An increase in the interest rate will take effect immediately  
 **Limitations:** The rate on this note will not at any time and no matter what happens to any index rate used go above or below these limits:  
 **Maximum Rate:** The rate will not go above \_\_\_\_\_  
 **Minimum Rate:** The rate will not go below \_\_\_\_\_

**Post Maturity Rate:** I agree to pay interest on the unpaid balance owing after maturity, and until paid in full, as stated below:  
 on the same fixed or variable rate basis in effect before maturity (as indicated above).  
 at a rate equal to prime rate plus 2%

**ADDITIONAL CHARGES:** In addition to interest, I  have paid  agree to pay the following additional charges 2% service fee, all title, recording, bank legal fees and other third party costs.

**PAYMENTS:** I agree to pay this note as follows:

- Interest:** I agree to pay accrued interest \_\_\_\_\_  
 **Principal:** I agree to pay the principal \_\_\_\_\_  
 **Installments:** I agree to pay this note in 48 payments. The first payment will be in the amount of \$ 12,801.70 and will be due June 21, 1991. A payment of \$ 12,801.70 will be due on the 21st day of each calendar month thereafter. The final payment of the entire unpaid balance of principal and interest will be due May 21, 1995.  
 **Effect of Variable Rate:** An increase in the interest rate will have the following effect on the payments:  
 The amount of each scheduled payment will be increased.  
 The amount of the final payment will be increased.  
 \_\_\_\_\_

**ADDITIONAL TERMS:** See Rider attached hereto.

**SECURITY:** This note is secured by: Mortgage executed by Bremen Bank and Trust Company, as Trustee under Trust Agreement dated May 24, 1979 known as Trust No. 79-1468 on Lot 1 in Pruim Subdivision.  
 If checked, no agreement was signed today securing this note.  
 (This section is for your internal use. It may not include every agreement or item of collateral securing this note. You will not lose any security by omitting it from this section.)

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON THE OTHER SIDE). I have received a copy on today's date.  
 XL DISPOSAL CORPORATION, an Illinois corporation  
 By: \_\_\_\_\_  
 Edward H. Pruim, President  
 By: \_\_\_\_\_  
 Robert J. Pruim, Secretary

3966337

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECORDED

COOK COUNTY CLERK'S OFFICE  
RECORDED  
INDEXED  
FILED





# UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000



# UNOFFICIAL COPY

## RIDER TO NOTE

THIS RIDER is attached to and made a part of Note of even date herewith from XL DISPOSAL CORPORATION, ROBERT J. PRUIM, EDWARD H. PRUIM and BREMEN BANK AND TRUST COMPANY, AS TRUSTEE to FIRST MIDWEST BANK/ILLINOIS, NATIONAL ASSOCIATION.

As used in said Note, the term "prime" or "Prime Rate" means that rate of interest published from time to time by the Wall Street Journal as the Prime Rate. If the Prime Rate so published is at any time more than one rate of interest (that is, a so-called "multi-tiered" Prime Rate of interest), then the highest rate so published during such period shall apply. If at any time or times the Wall Street Journal discontinues or for any reason does not publish a Prime Rate, then the Prime Rate shall be the rate announced from time to time during such period by the First Midwest Bancorp, Inc. as its Prime Rate. The interest rate on said Note and indebtedness shall be adjusted daily. The Prime Rate on any Saturday, Sunday, or legal holiday shall be the Prime Rate in effect on the first business day next preceding such Saturday, Sunday, or legal holiday. The interest rate accruing on the balance due under said Note at any time before maturity may be computed by adding two percent (2.0)% to the Prime Rate then in effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

XL DISPOSAL CORPORATION,  
an Illinois corporation

By: \_\_\_\_\_  
Edward H. Pruim, President

By: \_\_\_\_\_  
Robert J. Pruim, Secretary

\_\_\_\_\_  
ROBERT J. PRUIM

\_\_\_\_\_  
EDWARD H. PRUIM

BREMEN BANK AND TRUST COMPANY, AS  
TRUSTEE

By: \_\_\_\_\_

Its: \_\_\_\_\_

3966337

# UNOFFICIAL COPY

RETURN TO PARTY

THIS DEED IS HEREBY RETURNED TO THE PARTY TO WHOM IT RELATES, TO-WIT: ROBERT J. ERDIN, ROBERT J. ERDIN CORPORATION, BROWN BAKING AND SWEET COMPANY, AN ASSOCIATE OF THE NATIONAL BAKERS' ASSOCIATION, AND THE NATIONAL BAKERS' ASSOCIATION.

THE DEED HEREIN REFERRED TO WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON THE 14TH DAY OF APRIL, 1954, UNDER RECORD NO. 100,000. THE DEED WAS FILED FOR RECORD BY THE CLERK OF SAID COUNTY, AND THE CLERK OF SAID COUNTY HAS HEREBY REVIEWED SAID DEED AND HAS FOUND THAT SAID DEED IS A TRUE AND CORRECT COPY OF THE ORIGINAL DEED AS FILED FOR RECORD IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON THE 14TH DAY OF APRIL, 1954, UNDER RECORD NO. 100,000. THE CLERK OF SAID COUNTY HAS HEREBY REVIEWED SAID DEED AND HAS FOUND THAT SAID DEED IS A TRUE AND CORRECT COPY OF THE ORIGINAL DEED AS FILED FOR RECORD IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON THE 14TH DAY OF APRIL, 1954, UNDER RECORD NO. 100,000.

Property of Cook County Clerk's Office

BY: ED BIRNBAUM CORPORATION  
AN ILLINOIS CORPORATION

ROBERT J. ERDIN, PRESIDENT

ROBERT J. ERDIN, SECRETARY

ROBERT J. ERDIN

ROBERT J. ERDIN

BROWN BAKING AND SWEET COMPANY, INC.  
CHICAGO, ILLINOIS

BY:

1954

100000

# UNOFFICIAL COPY

## SIGNATURE PAGE TO NOTE

THIS SIGNATURE PAGE IS ATTACHED TO AND FORMS AN INTEGRAL PART OF PROMISSORY NOTE OF EVEN DATE HERewith BY AND BETWEEN XL DISPOSAL CORPORATION, ROBERT J. PRUIM, EDWARD H. PRUIM, and BREMEN BANK AND TRUST COMPANY, AS TRUSTEE, AS BORROWERS, AND FIRST MIDWEST BANK/ILLINOIS, AS LENDER.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1991

\_\_\_\_\_  
ROBERT J. PRUIM

\_\_\_\_\_  
EDWARD H. PRUIM

BREMEN BANK AND TRUST COMPANY, AS TRUSTEE  
under Trust Agreement dated May 24, 1989  
and known as Trust Number 79-1468

By: \_\_\_\_\_

Title: \_\_\_\_\_

3966337

# UNOFFICIAL COPY

STATE OF ILLINOIS

IN SENATE, JANUARY 11, 1900.

Property of Cook County Clerk's Office

1000000

# UNOFFICIAL COPY

of this Agreement. Bank and its representatives are expressly authorized to file or register duplicate originals of this Subordination Agreement in the office of the Registrar of Titles of Cook County, Illinois. This Agreement may be executed in multiple counter-parts, each of which shall be deemed an original hereof. The Bank or its agents are further expressly authorized to insert in this document the date of Bank's Superior Mortgage and the date and document number of each filing or registration where indicated above.

The recitations contained in the Preamble hereof form an integral part of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed as an original hereof. Dated this 21st day of May, 1991.

UNITED STATES SMALL BUSINESS  
ADMINISTRATION, CHICAGO DISTRICT  
OFFICE

BY: Gerald Olson  
Gerald Olson  
Chief of Portfolio Management

ATTEST: BY: J. Paul Adler  
TITLE: Attorney

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that GERALD OLSON, as Chief of Portfolio Management of the United States Small Business Administration, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and signed, sealed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 22ND day of May, 1991.



My commission expires: 6/13/94

Eileen Sender-Vaca  
Notary Public

3966337

## CONSENT OF INDEMNITORS TO SUBORDINATION AGREEMENT

XL DISPOSAL CORPORATION,  
an Illinois corporation.

By: Edward H. Pruim  
Edward H. Pruim, President

Attest: Robert J. Pruim  
Robert J. Pruim, Secretary

Edward H. Pruim  
EDWARD H. PRUIM

Bernetta Pruim  
BERNETTA PRUIM

Robert J. Pruim  
ROBERT J. PRUIM

Norine R. Pruim  
NORINE R. PRUIM

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
Attorney Robert H. Schenk  
58 North Chicago Street  
Joliet, Illinois 60431  
(815) 727-9215

REGISTERED  
COUNTY OF COOK

MAY 22 1991



