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PREPARED BY AND AFTER
RECORDING RETURN TO:
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Chicago, Illinois 60606

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2000-10-30 10:49:46
Cook County Recorder 29.00



FOR RECORDERS USE ONLY

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT made and entered into as of OCTOBER 1, 2000 by and between MAP MOBILE COMMUNICATION, a Delaware corporation, d/b/a SMART BEEP (hereinafter called "Tenant") and MTL INSURANCE COMPANY, an Illinois corporation ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is loaning to Amalgamated Bank of Chicago, not personally but solely as Trustee under Trust Agreement dated March 25, 1988 and known as Trust No. 5356, the principal sum of One Million Three Hundred Seventy Thousand Dollars (\$1,370,000.00) (the "Loan") evidenced by a Promissory Note dated OCTOBER 1, 2000, payment of which is secured in part by a Mortgage dated OCTOBER 1, 2000 on the premises commonly known as 6-12 West North Avenue, Northlake, Illinois and legally described on Exhibit "A" attached hereto (the "Premises"); and

WHEREAS, Tenant is leasing the land pursuant to a lease dated February 18, 1998 with National Shopping Plazas, Inc., as leasing agent for Amalgamated Bank of Chicago, not personally but solely as Trustee under Trust Agreement dated March 25, 1988 and known as Trust No. 5356, as landlord (the "Landlord") expiring on December 31, 2003 (the "Lease"); and

WHEREAS, Mortgagee as a condition to making a the Loan has requested the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to disburse the Loan and in consideration of One Dollar (\$1.00) by each of the parties hereto paid to the other, receipt of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.

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2. Notwithstanding anything to the contrary in the Lease, Tenant shall deliver or mail to Mortgagee, at Mortgagee's address set forth below, written notice of any default by Landlord under the Lease, and if within the time provided in the Lease for curing thereof by Landlord, Mortgagee performs or causes to be performed all such obligations with respect to which Landlord is in default which can be cured by the payment of money, any right of Tenant to terminate the Lease by reason of such default shall cease and be null and void.

3. Tenant is hereby advised that the documents which evidence and secure the Loan give Mortgagee the right to collect rent and other sums payable under the Lease directly from Tenant upon the occurrence of a default hereunder, and Tenant agrees that upon the receipt from Mortgagee of notice of any such default, Tenant will thereafter pay all rent and other sums payable under the Lease directly to Mortgagee (or as Mortgagee shall direct) as they become due and payable.

4. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants, or conditions of the Lease.

5. In the event that the Mortgagee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee and/or purchaser at any foreclosure sale of the Premises, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee for the breach of an agreement contained in the lease that the Tenant might have had under the lease against the Landlord if the Mortgagee had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee shall not be:

- (a) liable for any act or omission of any prior landlord (including the Landlord); or
- (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- (c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord);
- (d) bound by any amendment or modification of the lease made without its consent, which consent shall not be unreasonably withheld; or
- (e) liable for any security deposit, unless actually received by Mortgagee.

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6. Notwithstanding anything to the contrary hereinabove contained, any interest of the Tenant in an option to purchase or right of first refusal of all or any part of the demised premises contained in the lease is specifically subordinated to the rights of the first Mortgagee under the terms of the Mortgage and such option or right of first refusal shall not be binding upon the first Mortgagee, its successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

MAP MOBILE COMMUNICATION, a Delaware corporation, d/b/a SMART BEEP

By: David V. Sherwood
Title: Chief Financial Officer (CFO)

ATTEST:

By: Jordan
Title: Controller

MTL INSURANCE COMPANY

By: David V. Sherwood
Title: Vice President, Real Estate Investments

ATTEST:

By: William K. French
Title: Secretary

STATE OF)
) SS.
COUNTY OF)

I, Susan C Bray, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David V. Sherwood, Chief Financial Officer (CFO) of MAP MOBILE COMMUNICATION, a Delaware corporation, d/b/a SMART BEEP and LeAnne R. Jordan, Controller Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such CFO President and Controller Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said CFO Secretary did also then and there acknowledge that as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said

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instrument as h__ own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal this 11 day of October, 2000.

Susan C Bray
Notary Public

STATE OF ILLINOIS)
) D. Page) SS.
COUNTY OF COOK)

I, Suzanne M Geddes, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Diane E. Hundseder Vice President of MTL INSURANCE COMPANY, and William K. Knudsen Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said _____ Secretary did also then and there acknowledge that as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal this 20th day of October, 2000.



Suzanne M Geddes
Notary Public

