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PREPARED BY:

JAMES B. CARROLL, ESQ.
2400 West 95th Street, Suite 501
Evergreen Park, Illinois 60805
(708) 422-3766

MAIL TO:

David J. Spedale, Vice-President
Founders Bank
6825 W. 111th St.
Worth, IL 60482

Property Clerk's Office



REAL ESTATE INDEX
1603 Orrington Ave - Lower Level
Evanston, Illinois 60201
NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT



THIS NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT ("Agreement"), is made and entered into by between and among Founders Bank, a corporation organized and existing under the laws of the State of Illinois, 6825 W. 111th Street, Worth, IL 60482, not personally, but as Trustee under the provisions of a Deed in Trust recorded and delivered to the undersigned pursuant to a Trust Agreement dated October 6, 2000, and known as Trust 5758, ("Lessor" herein), FOUNDERS BANK, 6825 W. 111th Street, Illinois 60482 ("Lender" herein); and WELLS FARGO FINANCIAL ACCEPTANCE ILLINOIS, INC. ("Lessee").

RECITALS:

REITITLE SERVICES # R893490 9/10

A. Lessor is the owner and holder of fee simple title in and to certain real property (the "Premises") described on Exhibit "A" attached hereto and incorporated by reference and situated in Cook County, Illinois and

February 12, 1996

B. Lessee and Lessor's predecessor in title or the Beneficiary of Lessor's predecessor in title have entered into a certain lease dated 3/30/1996 (the "Lease") demising that part of the Premises commonly known as Unit (Store) No. 1112, 8600 W. 159th St., Orland Park, IL 60462, (the "Leased Premises") to Lessee; and



C. Said Lease has been assigned to Lessor by Lessor's predecessor in title or the Beneficiary of Lessor's predecessor in title. By execution of this Agreement, Lessee acknowledges such Assignment.

D. Lessor has made, executed and delivered to Lender one certain Note (the "Note") in the amount of \$2,500,000.00 secured by a Mortgage ("Mortgage") of the Premises dated the same date as the Mortgage, which Mortgage was filed for record in the Office of the Cook County Recorder ("Office") on

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_____ 2000 as Document No. _____; and

D. As additional consideration for the Note, Lessor has absolutely assigned to Lender the Lease by an Assignment of Rents ("Assignment") dated the same date with the Mortgage which Assignment was filed for record in the aforesaid Office on _____, 2000 as Document No. _____; and

E. Lender requires, as a precondition to providing financing for the Premises, that Lessee subordinate to Lender Lessee's right, title and interest in the Leased Premises as required by Paragraph 3.1(M) of the Lease.



NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Lessee, Lessor and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. The Recitals above are incorporated herein as Paragraph 1 as if fully restated.
2. Provided Lessee is not in default in the payment of rent, taxes, utility charges or other sums payable by Lessee under the terms of the Lease or under any other provision of the Lease and Lessee is then in possession of the Leased Premises:
 - a). The right of possession of Lessee to the Leased Premises and all of Lessee's rights provided for in the Lease shall not be affected or disturbed by Lender in the exercise of any of its rights and remedies under the Note, the Mortgage or the Assignment; and
 - b). In the event Lender obtains title to the Leased Premises through foreclosure under the Mortgage or otherwise, Lessee agrees to continue occupancy of the Leased Premises under the same terms and conditions of the Lease and will attorn to the Lender, its successors or assigns, to the same extent and with the same force as if Lender were the Lessor under the Lease.
3. Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of the Lessor under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Lessee under the Lease as though Lender were named therein as the Lessor. Lender shall not, by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation to Lessee under the Lease or otherwise, until Lender shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender has obtained title to the Leased Premises.
4. Without Lender's prior written approval, Lessee shall not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment. Unless so approved by Lender, Lender shall not be bound by and shall be entitled to recover from Lessee, as rent under the Lease, any payment of the rent or additional rent made by Lessee to or at the direction of Lessor for more than one month in advance or paid by an amendment or modification of the Lease.

* Notwithstanding anything contained in this Subordination, Non-Disturbance and Attornment to the contrary, the Lease shall be subject and subordinate to the lien of existing mortgages and or mortgages which hereafter may be made a lien on the leased property, provided, however, that Tenant's rights and privileges under the Lease or any renewal or extension thereof shall not be diminished or interfered with by the mortgagee or any purchaser upon foreclosure or sale.

5. After notice is given to Lessee by Lender pursuant to the Assignment, which notice will be given only if Lessor is in default under the terms of the Note and Mortgage aforesaid, that the sums due under the Lease should be paid to Lender, Lessee shall pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due and to become due to Lessor under the Lease. Lessor hereby expressly authorizes Lessee to make such payments to Lender and hereby releases and discharges Lessee of, and from liability to Lessor on account of any such payments.

6. Except as otherwise provided in Paragraph 2 herein and above, the Lease and Lessee's leasehold estate created thereby, including all rights and options to purchase the Leased Premises, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modification or replacements thereof.

7. This Agreement shall inure to the benefit of and shall be binding upon Lessee, Lessor and Lender, and their respective heirs, personal representatives, successors and assigns. In the event of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or enforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and attested by their respective duly authorized officers, members or managers as of the ___ day of November, 2000.

LESSEE: WELLS FARGO FINANCIAL ACCEPTANCE ILLINOIS, INC.

By: Wyetta Hammer
Wyetta Hammer - Vice President

It is expressly understood and agreed by and between the parties hereto, nothing herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Founders Bank or any beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

LESSOR:

Founders Bank a/t/u/t/a dated 10/6/00 a/t/a Trust S758 & NOT PERSONAL

By: [Signature]
VP & TRUST OFFICER



Attest: [Signature]
LAND TRUST ADMINISTRATOR



Tenant agrees that this Subordination, Non-Disturbance and Attornment Agreement may be relied upon by any prospective purchaser or assignee of any mortgage of the demised premises provided, however, that nothing contained herein shall modify the terms of the Lease.

Notwithstanding anything contained in the Subordination, Non-Disturbance and Attornment Agreement to the contrary, the person or persons executing this agreement in behalf of the Tenant shall incur no personal liability with respect to Tenant's obligations or performance under the Lease and any extensions thereof.

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STATE OF IOWA)
)
COUNTY OF POLK) SS.

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PLEASE INITIAL

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that Wyetta Hammer and xxxxxxxxxxxxxxxxxxxxxxx personally known to me to be the Vice President xxxxxxxxxxxxxxxxxxxxxxx of the WELLS FARGO FINANCIAL -and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Officers of said Company they signed and delivered the said instrument pursuant to authority given by the Law, the Articles of Incorporation and By-Laws of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth. ACCEPTANCE ILLINOIS, INC.

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

Renee Reynolds
NOTARY PUBLIC



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that BARBARA DANAHER and MARIANNE VANEK are personally known to me to be an Officers of FOUNDERS BANK, an Illinois Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered the said instrument on behalf of said Corporation AS TRUSTEE, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation AS TRUSTEE, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11TH day of DECEMBER, 2000.



Marianne C. Vanek

LENDER:

FOUNDERS BANK

By: David J. Spedale
David J. Spedale, Vice President

Attest: _____

STATE OF ILLINOIS

)SS.

COUNTY OF COOK)

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that David J. Spedale and _____, personally known to me to be Officers of FOUNDERS BANK an Illinois Banking Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30 day of November, 2000.

Jeanine M. Enright
NOTARY PUBLIC

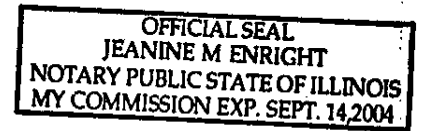


EXHIBIT A
LEGAL DESCRIPTION

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 30 ACRES THEREOF) OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 WHICH IS 40.00 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SOUTHWEST 1/4; THENCE RUNNING NORTH A DISTANCE OF 42.68 FEET (MEASURED ALONG A LINE PARALLEL TO AND 40.00 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 SAID PARALLEL LINE BEING THE WEST LINE OF 86TH AVENUE) TO A POINT ON THE NORTH LINE OF 159TH STREET AS DEDICATED BY DOCUMENT NUMBER 10909314, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL BEING HEREIN DESCRIBED; THENCE CONTINUING NORTH ALONG SAID WEST LINE OF 86TH AVENUE, 535.32 FEET TO THE SOUTHEAST CORNER OF LOT 3 IN ORLAN BROOK UNIT NUMBER 1; THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3 TO THE EAST LINE OF LOT 4 IN SAID ORLAN BROOK UNIT NUMBER 1; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE EAST LINES OF LOTS 1, 2 AND 4 IN ORLAN BROOK UNIT NUMBER 1 AND THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 1 TO A POINT ON THE NORTH LINE OF 159TH STREET AS DEDICATED; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 355.36 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE ABOVE DESCRIBED TRACT WITH THE EXISTING NORTH RIGHT-OF-WAY LINE OF 159TH STREET (PER DOCUMENT NUMBER 10909314); THENCE EAST ALONG THE SAID NORTH LINE, DISTANCE OF 155.00 FEET TO A POINT; THENCE NORTH ALONG A STRAIGHT LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO A POINT; THENCE WESTERLY ALONG A STRAIGHT LINE, PARALLEL WITH 10.00 FEET NORTH OF THE EXISTING NORTH RIGHT-OF-WAY LINE OF 159TH STREET TO THE WEST LINE OF ABOVE DESCRIBED TRACT; THENCE SOUTHWESTERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS).

PIN NUMBER: 27-14-300-006-0000 AND 27-14-300-007-0000

COMMONLY KNOWN AS: 8600 WEST 159TH STREET, ORLAND PARK, IL 60462