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Cook County Recorder 29.00



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, made this 21st day of December, 1999, between LaSalle Bank N.A., hereinafter referred to as "Mortgagee", and Continental Plastic Containers, LLC hereinafter referred to as "Tenant";

RECITALS:

A. Pursuant to the provisions of a Lease dated April 25, 1962 ("Lease Agreement") between American Industrial Properties REIT, as successor in interest to Trammell Crow, Texas real estate investment trust as Landlord ("Landlord"), and Tenant, Landlord leased and demised to Tenant certain premises ("Leased Premises") commonly known as 2425 Touhy and 2727 E. Higgins, Elk Grove Village, Illinois, which Lease Premises are legally described on Exhibit "A" attached hereto.

B. By the terms and conditions of the Lease Agreement, and particularly Section ___ thereof, Tenant is required to subordinate its interest in Lease Agreement to any mortgage placed upon the Leased Premises.

C. To secure a Note of Landlord dated December 27, 1999, payable to the order of Mortgagee, Landlord executed and delivered to Mortgagee a mortgage conveying Leased Premises, which mortgage was recorded in the Office of the Recorder of Deed in and for Cook County, Illinois on December 30, 1999, as Document Number 09206728 ("Mortgage").

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) paid by Mortgagee and Tenant to the other, the receipt of which is hereby acknowledged, and the mutual covenants, agreements and promises herein contained, IT IS HEREBY AGREED AS FOLLOWS:

1. Tenant agrees that the Lease Agreement is hereby made and shall continue hereafter to be subject and subordinate to the lien of Mortgage, subject however, to the provisions of this Agreement.

2. In the event that Mortgagee, its successors, assigns, nominees or any other party shall come into possession of the Leased Premises by Foreclosure, Deed in lieu of Foreclosure,

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or by any other means, and Tenant is not then in default (beyond any grace period set forth in the Lease Agreement for curing default) with respect to any covenants or conditions of the Lease Agreement to be performed by Tenant, Tenant shall peaceably hold and enjoy the Leased Premises for the remainder of the unexpired term thereof, including any extensions, which possession shall be without hindrance or interruption.

3. Mortgagee agrees that Tenant shall not be joined as a party defendant in any action or proceeding which may be instituted or taken by Mortgagee by reason of any default in the performance of the terms, covenants, conditions and agreements set forth in Mortgage.

4. Tenant agrees that in the event Mortgagee, its successors, assigns, nominees or any other party shall acquire title to the Lease Premises or shall succeed to the rights of Landlord pursuant to the Lease Agreement:

(a) Tenant will attorn to Mortgagee, its successors, assigns, nominees or any party acquiring title to the Leased Premises and will perform, for the benefit of Mortgagee, its successors, assigns, nominees or any party acquiring title to the Leased Premises, all of the terms, covenants and conditions contained in the Lease Agreement to be kept and performed by it, and will, at the request of any such party, execute and deliver a written agreement of attornment;

(b) Mortgagee, its successors, assigns, nominees or any other party acquiring title to the Leased Premises or succeeding to the right of Landlord pursuant to the Lease Agreement shall not be:

- (i) liable for any act or omission of any prior landlord (including Landlord); or
- (ii) liable for return of any security deposit made by Tenant to Landlord unless the same has been actually received from the Landlord;
- (iii) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or
- (iv) bound by any prepayment of rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- (v) bound by any agreement or modification of the Lease Agreement which has not been consented to in writing by Mortgagee.

5. The term "Mortgagee" shall be deemed to mean the holder of the Mortgage from time to time, or as the same may be assigned, and the term "Mortgage" shall be deemed to mean the Mortgage originally held by Mortgagee, as the same may be renewed, modified, replaced, extended or consolidated with mortgages placed on the Leased Premises, dated subsequent to the

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date of the Lease Agreement.

6. This Subordination, Non-Disturbance and Attornment Agreement and the covenants, conditions and promises herein contained, shall inure to the benefit of and be binding upon Mortgagee and Tenant, their respective successors, assigns, grantees and legal representatives.

7. Lessee hereby agrees that if Lessee has the right to terminate the Lease or to claim a partial or total eviction, or to abate or reduce rent due to a Lessor default under the Lease, Lessee will not exercise such right until it has given written notice to Lender, and Lender has failed within thirty (30) days after both receipt of such notice and the date when it shall have become entitled to remedy the same, to commence to cure such default and thereafter diligently prosecute such cure to completion within ninety (90) days of Lender's commencement to cure such default.

8. Lessee hereby waives its right to cure defaults under the Mortgage as provided for in paragraph 23 of the Lease.

IN WITNESS WHEREOF, Mortgagee and Tenant have caused this Agreement to be executed by their duly authorized officers, and their respective corporate seals affixed hereto, as of the day and year first above written.

MORTGAGEE:

LaSalle Bank ~~NA~~ National Association

By: [Signature]
Its: First Vice President

TENANT:

Continental Plastic Containers, LLC

By: [Signature]
Its: Chief Financial Officer

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EXHIBIT "A"

Legal Description of Real Estate

Lots 32 and 33 in Centex Industrial Park Unit 6, being a Subdivision in Sections 26 and 35, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois; containing 408,080 square feet, as shown on a plat of Survey, dated November 30, 1961, B. G. Gremley Co., Registered Illinois Land Surveyor, 4505 N. Elston Ave., Chicago 30, Illinois.

[LEGAL DESCRIPTION TO BE CONFIRMED BY UPDATED TITLE AND SURVEY]

PINS: 08-26-410-003-0000
08-25-200-014-0000
08-35-200-028-0000

Common address: 2727 Higgins Road
Elk Grove Village, Ill

This document prepared by and Return to:

John H. Mays
GOULD & RATNER
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601
312-236-3003

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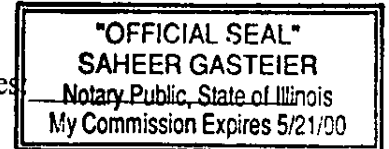
STATE OF ~~TEXAS~~ ILLINOIS)
) SS.
COUNTY OF Cook)

I, Shaheer Gasteier, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Steven M. Marks, 1st Vice President of LA SALLE BANK N.A., who is 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 acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of December, 1999.

Shaheer Gasteier
Notary Public

My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, Carolyn J. Olsen, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Tim Brasher of Continental Plastic Containers, LLC, who is 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 acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of December, 1999.

Carolyn J. Olsen
Notary Public

My Commission Expires: 12-02-2002

