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

Dated: January 19, 2000

Grantor:

Cole Taylor Bank, as trustee
as trustee under trust agreement
dated November 1, 1999 known as
trust number 99-8397

Grantee:

Chrysler Financial Company, L.L.C.
One Oakmont Plaza
999 Oakmont Plaza
Westmont, 60559-5537

Mortgaged Property:

Common Address: 4550-4560 West Lincoln Highway
Matteson, Illinois 60443

Property Tax Index No.: 31-22-108-011-000
31-22-114-017-000
31-22-114-027-000

Prepared by:

Michele K. Reilly, Esq.
Dickinson Wright PLLC
525 N. Woodward Ave., Suite 2000
Bloomfield Hills, MI 48304
(248) 433-7200

When recorded, please return to:

Michele K. Reilly, Esq.
Dickinson Wright PLLC
525 N. Woodward Ave., Suite 2000
Bloomfield Hills, MI 48304
(248) 433-7200

BOX 333

THIS INSTRUMENT WAS DRAFTED BY
AND WHEN RECORDED RETURN TO:

Michele K. Reilly, Esq.
DICKINSON WRIGHT PLLC
525 N. Woodward, Suite 2000
Bloomfield Hills, MI 48304
(248) 433-7200

**LEASE SUBORDINATION,
NON-DISTURBANCE AND ATTORNMEN T AGREEMENT**

THIS AGREEMENT, made this 19 day of January, 2000 between by Cole Taylor Bank, not personally but solely as Trustee under Trust Agreement No. 99-8397 dated November 1, 1999 having an address at 1135 S. Water Street, Wilmington, IL 60481 ("Trustee"), Dennis J. Guest, having an address at 16508 Mackinac Court, Lockport, IL 60441 ("Beneficiary") and SOUTH OAK DODGE, INC., an Illinois corporation, with offices at 1135 S. Water Street, Wilmington, Illinois 60481 ("Tenant"), for the benefit of CHRYSLER FINANCIAL COMPANY L.L.C., a Michigan limited liability company, having its principal office and place of business at 27777 Franklin Road, Southfield, Michigan 48034 ("Lender").

WITNESSETH

WHEREAS, Tenant has entered into a certain lease dated JAN. 19, 2000 with Trustee (the "Lease") covering premises known as 4550-4560 West Lincoln Highway, Matteson, Illinois 60443 (the "Premises") and more particularly described in Exhibit "A" attached hereto and incorporated herein;

WHEREAS, Trustee is the owner of the interest or interests in the Premises and Beneficiary has applied to Lender for a loan in the amount of Two Million Five Hundred Fifty Thousand and 00/100 Dollars (\$2,550,000.00) (the "Loan"); evidenced by a Promissory Note of even date (the "Note") and secured by a mortgage (the "Mortgage") upon the Premises, and it is to the mutual benefit of the parties hereto that Lender make such loan to Beneficiary;

WHEREAS, it is a condition precedent to obtaining said loan or was a condition of said loan, that said Mortgage securing said loan be a lien or charge upon the Premises unconditionally prior and superior to the Lease and leasehold interest of Tenant;

WHEREAS, Tenant acknowledges when it is recorded that said Mortgage constitutes, or will constitute, a lien or charge upon the Premises which is, or should be, unconditionally prior and superior to the Lease and leasehold interest of Tenant; and

WHEREAS, Lender has been requested by Tenant and by Beneficiary to enter into a non-disturbance agreement with Tenant, Beneficiary and Trustee;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Tenant in and to said Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof;

2. Lender has consented to the Lease and, in the event of foreclosure of said Mortgage, or in the event Lender comes into possession or acquires title to the Premises as a result of the enforcement of foreclosure of the Mortgage or the Note, or as a result of any other means, Lender may elect to recognize Tenant and may agree that Tenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle the Landlord to terminate the Lease under its terms or would cause, without any further action by such Landlord, the termination of the Lease or would entitle such Landlord to dispossess the Tenant from the Premises;

3. Tenant agrees with Lender that, if the interests of Beneficiary or Trustee (collectively the "Landlord") in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises (and for purposes of this paragraph, the term "Lender" shall be deemed to include any grantee of the Lender or purchaser at foreclosure sale), Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of the Landlord. Tenant agrees, however, upon the election of and written demand by Lender within twenty (20) days after Lender receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to Lender, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy;

4. Tenant agrees that if Lender shall succeed to the interest of Landlord under the Lease, Lender shall not be (a) liable for any action or omission of any prior landlord under the Lease, or (b) subject to any offsets or defenses which Tenant might have against any prior landlord, or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, unless such deposit is in an escrow fund available to Lender, or (e) bound by any amendment or modification of the Lease made without Lender's consent, or (f) bound by any provision

in the Lease which obligates the Landlord to erect or complete any building or to perform any construction work or to make any improvements to the Premises. Tenant further agrees that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Lender's consent;

5. In the event that the Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to the Lender and the Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or void the Lease or to withhold any rental thereunder, for a period of ten (10) days after receipt of such written notice thereof by the Lender with respect to any such default capable of being cured by the payment of money and for a period of thirty (30) days after receipt of such written notice thereof by the Lender with respect to any other such default (provided that, in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period because of the nature of such default or because Lender requires time to obtain possession of the Premises in order to cure the default, if the Lender shall proceed promptly to attempt to obtain possession of the Premises, where possession is required, and to cure the same and thereafter shall prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity);

6. Tenant agrees it shall not take any action or allow the Premises to be used in such a manner that violates any applicable federal, state and local environmental laws and regulations. In the event Lender shall succeed to the interest of Landlord under the Lease or title to the Premises shall be transferred to Lender by foreclosure sale or by deed in lieu of foreclosure, Tenant shall defend, indemnify and hold harmless Lender, and its successors and assigns, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals caused by or related to Tenant's use or occupancy of the Premises; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials on the Premises; (c) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials with respect to the Premises; and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Lender, which are based upon or in any way related to such hazardous materials used on the Premises.

7. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include the Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure, and the word "Lender" shall include the Lender herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the mortgage;

8. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the Lease and leasehold interest of Tenant to the lien or charge of the Mortgage in favor of Lender, and shall supersede and cancel any prior agreements as to such, or any, subordination, including, but not limited to, those provisions, if any, contained in the Lease which provide for the subordination of the Lease and leasehold interest of Tenant to a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed, and shall not be modified or amended except in writing signed by all parties hereto;

9. Tenant declares agrees and acknowledges that:

- (a) It consents to (i) all provisions of the Note and Mortgage and (ii) all agreements, including but not limited to any loan or escrow agreements, between Landlord and Lender for the disbursement of the proceeds of Lender's Loan;
- (b) Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will see to, the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) It intentionally and conditionally waives, relinquishes and subordinates the Lease and leasehold interest in favor of the lien or charge upon said land of the Mortgage above mentioned and, in consideration of this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination;

10. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

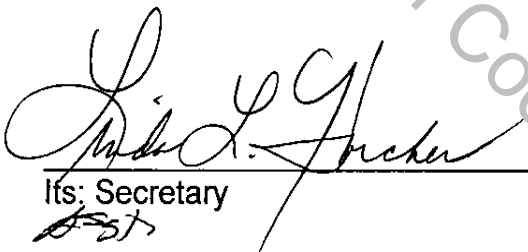
11. Exculpation. This Mortgage is executed by Cole Taylor Bank, not personally but solely as Trustee under Trust Agreement No. 99-8397 dated November 1, 1999, as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Cole Taylor Bank personally to pay said Note or other indebtedness or any interest that may accrue thereon, or any indebtedness that may accrue hereunder, or to perform any covenant either express or implied herein contained, all such liability of the Cole Taylor Bank personally, if any, being expressly waived by the Lender and every person now or hereafter claiming any right to security hereunder.

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


WITNESS

TRUSTEE:

Cole Taylor Bank, not personally but solely as Trustee under Trust Agreement No. 99-8397 dated November 1, 1999

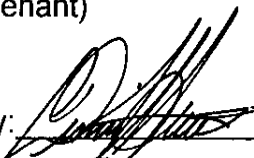

Its: Secretary


By: _____
Its: Vice President


Dennis J. Guest, as Beneficiary

SOUTH OAK DODGE, INC.,
an Illinois corporation
(Tenant)

Name: _____

By: 
Its: FRES.

Name: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Sherri E. Smith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KENNETH E. PIEKUT as VICE PRESIDENT of Cole Taylor Bank, who is personally known to me to be the same person who name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said VICE PRESIDENT, as Trustee as aforesaid, for the use and purposes therein set forth.

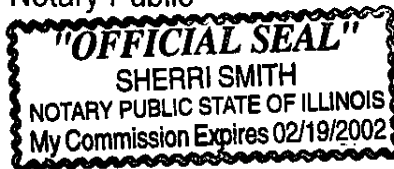
GIVEN under my hand and Notarial Seal this 27 day of January, 2000.

Sherri E. Smith

Notary Public

My Commission Expires:

2/19/02



STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Edwin Erazmus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Dennis J. Guest, 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 he signed and delivered said instrument as his own free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of January, 2000.

Edwin Erazmus

Notary Public

My Commission Expires:

4/27/2001



STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Edwina Erazimus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Dennis Guert as President of South Oak Dodge, Inc., who is personally known to me to be the same person who name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said President, as Trustee as aforesaid, for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of January, 2000.

Edwina Erazimus
Notary Public

My Commission Expires:

4/27/2001



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EXHIBIT A

PARCEL 1

THE WEST 100.00 FEET OF THE EAST 1033.60 FEET OF THE SOUTH 641 FEET OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 73 FEET TAKEN FOR LINCOLN HIGHWAY), IN COOK COUNTY, ILLINOIS

ALSO

THE WEST 69.0 FEET OF LOT 2 IN WOLLENHAUPT SUBDIVISION OF THE WEST 473.0 FEET OF THE EAST 933.60 FEET OF THE SOUTH 641.0 FEET IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 40 FEET TAKEN FOR LINCOLN HIGHWAY) ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 1977 AS DOCUMENT NUMBER 23885092, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2

OUTLOT "B" IN MATTESON HIGHLANDS UNIT NO. 3, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE EAST 1/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1968 AS DOCUMENT 20521613, IN COOK COUNTY, ILLINOIS

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31-22-114-027-0000

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