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Cook County Recorder

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PREPARED BY AND RETURN TO:

Lori A. Hovey
Lowe, Fell & Skogg, LLC
370 17th Street, Suite 4950
Denver, Colorado 80202

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 4th day of December, 2000 by and among CIB BANK, a Illinois Corporation having an address at 900 East Higgins Road, Elk Grove Village, Illinois 60007 ("Holder"), ARGONAUT HOLDINGS, INC., a Delaware corporation, having an address at c/o Worldwide Real Estate, 200 Renaissance Center, Mail Code: 482-B38-C96, P. O. Box 200, Detroit, Michigan 48265-2000, Attention: Director of Real Estate ("Tenant") and BEVERLY TRUST COMPANY, an Illinois corporation, as Trustee under Trust Agreement dated April 19, 1997, and known as Trust No. 74-2564, having an address at c/o Miller Consolidated, 5355 Miller Circle Drive, Matteson, Illinois 60443 ("Landlord").

RECITALS:

Holder has made a loan in the principal amount of \$2,400,000.00 (the "Loan") to Landlord and others.

A. Landlord is the owner of the land legally described in Exhibit A attached hereto and made a part hereof and the buildings and other improvements located on such land (such land, buildings and improvements being referred to herein as the "Premises").

B. Landlord is the lessor and Tenant is the lessee under that certain Prime Lease dated December 4, 2000 (the "Lease"), relating to the Premises.

C. The Loan is secured by, among other things, a Construction Mortgage, dated December 19, 1997 made by Landlord and others to Holder, and recorded February 4, 1998, as Document Number 98095081, as amended and modified by Modification of Mortgage dated December 19, 1998, recorded January 19, 1999, as Document Number 99055095, in Cook County, Illinois, and encumbering all or a portion of the Premises (such instrument, as amended, increased, renewed, modified, consolidated, replaced, combined, substituted, severed, split, spread or extended from time to time, being herein referred to as the "Mortgage").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and understanding that Tenant will rely on Holder's and Landlord's covenants and certifications, as set forth herein, in entering into the Lease, the parties hereto agree and certify as follows:

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1. Consent to Lease. Holder hereby represents and warrants to Tenant that: (a) Holder has received and reviewed a copy of the Lease, together with a copy of that certain Dealership Sublease by and between Tenant, as landlord, and James Miller Chevrolet, Inc., an Illinois corporation d/b/a Miller Chevrolet, Inc., an affiliate of Landlord, as tenant ("Subtenant"), of even date with the Lease, pursuant to which Tenant subleases the Premises to Subtenant; (b) Holder consents to and approves the Lease and the Sublease; and (c) neither the Lease nor the Sublease, nor the exercise by Landlord, Tenant, or Subtenant of any of the rights, remedies or options contained in the Lease or the Sublease shall constitute a breach or a default under the Mortgage or any of the documents and instruments now or hereafter evidencing or securing the Loan (which, together with the Mortgage, are collectively hereinafter referred to as the "Loan Documents").

2. Non-Disturbance. Tenant shall not be named as a party defendant in any action for foreclosure or other enforcement of the Mortgage, nor shall the Lease or Sublease be terminated in connection with, or by reason of, foreclosure or other proceedings for the enforcement of the Mortgage, or by reason of a transfer of the Landlord's interest under the Lease pursuant to the taking of a deed or assignment (or similar device) in lieu or in contemplation of foreclosure, nor shall Tenant's use or possession of the Premises be interfered with, and the rights of Tenant under the Lease and Subtenant under the Sublease shall remain in full force and effect, and Holder, and its successors and assigns (any of the foregoing being hereinafter referred to as a "Successor"), shall be bound to Tenant under all of the provisions of the Lease, and Tenant shall, from and after any such event, have the same remedies against the Successor for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord thereunder.

3. Foreclosure. If the interest of Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of the Mortgage or the obligations which it secures or pursuant to a taking of a deed or assignment (or similar device) in lieu or in contemplation of foreclosure, Tenant shall be bound to the Successor, and the Successor shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the unexpired balance of the term thereof remaining (and any extensions, if exercised), with the same force and effect as if the Successor were the landlord, and Tenant does hereby (a) agree to attorn to the Successor, including Holder if it be the Successor, as its landlord, (b) affirm its obligations under the Lease, and (c) agree to make payments of all sums due under the Lease to the Successor, said attornment, affirmation and agreement to be effective and self-operative without the execution of any further instruments, upon the Successor succeeding to the interest of the Landlord under the Lease.

4. Notice and Cure. Notwithstanding anything to the contrary in the Mortgage, Holder shall not commence any action against Landlord or otherwise pursue any right or remedy against Landlord in consequence of a default by Landlord under the terms and provisions of the Mortgage or any of the other Loan Documents unless written notice by Holder specifying such default is given to Tenant at its address set forth above. Holder further agrees that Tenant shall have the right, but shall not be obligated, to cure such default on behalf of Landlord within thirty (30) days after receipt of such notice, or if such default cannot reasonably be cured in such 30-day period, Tenant shall have the right to commence the cure of such default in such 30-day period and thereafter diligently pursue such cure until completed. Holder further agrees not to invoke any of its remedies, either express or implied, under the Mortgage or the other Loan Documents unless such default shall remain uncured at the expiration of the 30-day period after receipt of such notice of default, or if such default cannot reasonably be cured in such 30-day period, unless the cure of such default shall not be commenced within such 30-day period and thereafter prosecuted diligently to completion.

5. Modifications. This Agreement may not be modified except by an agreement in writing signed by the parties. This Agreement shall inure to the benefit of and be binding upon the parties

hereto and their respective successors and assigns including a third-party purchaser at a foreclosure sale or any assignee of a deed in lieu thereof.

6. Notices. All notices, demands or requests made pursuant to, under or by virtue of this Agreement shall be in writing and sent by an overnight courier service providing dated evidence of delivery or mailed by certified or registered mail, return receipt requested, to the person to whom the notice, demand or request is being made at its address set forth herein. Such notices shall be deemed to have been promptly given and received for all purposes (a) if mailed, by United States registered or certified mail, postage prepaid, return receipt requested, effective on the date shown on the return receipt; or (b) if sent by Federal Express or other reliable express courier, effective on the next business day after delivery to such express courier service. Any person may change the place that notices and demands are to be sent by written notice delivered in accordance with this Agreement. "Business Day" shall mean any day, except Saturday, Sunday and any day which shall be in Matteson, Illinois a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close.

7. Construction. This Agreement shall be governed by the laws of the State in which the Premises are located. If any of the terms of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of any such terms to any person or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement.

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

"TENANT"

ARGONAUT HOLDINGS, INC., a Delaware corporation

By: Debra L. Homic
Type Name: Debra L. Homic
Title: President

"HOLDER"

CIB BANK, a Illinois Corporation

By: Paul J. Nicola
Type Name: PAUL J. NICOLA
Title: SR. V.P.



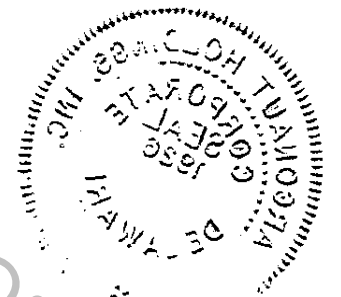
[Corporate Seal]

[Corporate Seal]

EXECUTED BY: JUSTICE OFFICE
WORLDWIDE REAL ESTATE

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Property of Cook County Clerk's Office



COOK COUNTY CLERK

"LANDLORD"

N/A Suburban Bank & Trust Co.

*

BEVERLY TRUST COMPANY, an Illinois corporation, as Trustee under Trust Agreement dated April 19, 1997, and known as Trust No. 74-2564

[Corporate Seal]

By: Rosemary Major
Type Name: ROSEMARY MAJOR
Title: TRUST OFFICER

Property of Cook County Clerk's Office

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, understandings 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 right, 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 Suburban Bank & Trust Company or any of the 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.

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

I, Gregg T. Moore a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Debra L. Homic personally known to me to be the President of Argonaut Holdings, Inc., and 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 as President, signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his/her 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 8 day of December, 2000.

Gregg T. Moore
Notary Public
Type Name: GREGG T. MOORE
Notary Public, Oakland County, MI
My Commission Expires Mar. 12, 2003
My commission expires Acting in
Wayne County

[SEAL]

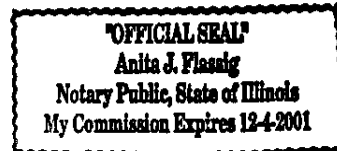
STATE OF ILLINOIS)
) ss
COUNTY OF WILL)

I, ANITA J. FLASSIG a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that PAUL J. NICOLA personally known to me to be the SR. VICE PRESIDENT of CIB Bank, and 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 as SR. VICE PRESIDENT, signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said CIB Bank, as his/her free and voluntary act, and as the free and voluntary act and deed of said CIB Bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of DECEMBER, 2000.

Anita J. Flassig
Notary Public
Type Name: ANITA J. FLASSIG
My commission expires 12-4-2001

[SEAL]



STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, SYLVIA A. BARTELMANN a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Rosemary MAZUR **N/A Suburban Bank & Trust Co.** personally known to me to be the TRUST OFFICER of BEVERLY TRUST COMPANY, an Illinois corporation, as Trustee under Trust Agreement dated April 19, 1997, and known as Trust No. 74-2564, and 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 as _____, signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his/her 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 4th day of December, 2000.

Sylvia A. Bartelmann

Notary Public
Type Name: SYLVIA A. BARTELMANN

[SEAL]

My commission expires 3-25-03

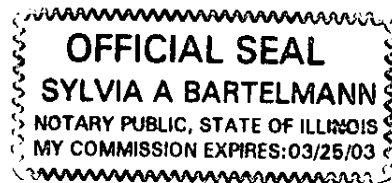


EXHIBIT A

Legal Description of Property

Lot 207 in Second Resubdivision of Matteson Auto Mall Unit 1, being a resubdivision of Lots 107, 108 and 109 in First Resubdivision of Matteson Auto Mall Unit 1, a subdivision of the Southwest Quarter of Section 21, Township 35 North, Range 13 East of the Third Principal Meridian, recorded as Document Number 98858654 on September 24, 1998, in Cook County, Illinois, according to the plat of Second Resubdivision of Matteson Auto Mall Unit 1 aforesaid recorded April 15, 1999 as Document Number 99363994, in Cook County, Illinois.

Address: 5343 Miller Circle Drive, Matteson, IL 60443

Tax Nos.: 31-21-303-001; 31-21-303-005; 31-21-303-004

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