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Cook County Recorder 35.50



0010372359

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Joseph B. Brocato, Esq.
Pedersen & Houpt
161 North Clark Street
Suite 3100
Chicago, Illinois 60601

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this 19th day of February, 2001 by and among Windsor Outdoor, Inc., an Illinois corporation ("Lessee"), Chicago Community Bank ("Lender") and Barbara Pacella, L.L.C., an Illinois limited liability company ("Lessor").

RECITALS:

WHEREAS, Lessor and Lessee executed an Amended and Restated Lease and Easement Agreement, dated May 5, 1999 (the "Lease"), a memorandum of which may be recorded simultaneously herewith, covering certain Premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit A (the "Property"); and

WHEREAS, Lessor has executed a Mortgage (the "Mortgage") dated June 17, 1997 and recorded on June 24, 1997 as document 97456971 in the Cook County Recorders Office in favor of Lender, payable upon the terms and conditions described therein; and

WHEREAS, it is a condition to the Mortgage that the Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the Lease and to the leasehold estate created thereby; and

WHEREAS, the parties hereto desire to assure Lessee's possession and control of the Property under the Lease upon the terms and conditions therein contained.

NOW, THEREFORE, for and in consideration of the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

AGREEMENT:

1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements, refinancings and extensions thereof, and to all future advances made thereunder.

2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, the Lease shall continue in full force and effect as a direct lease between the then owner of the Property resulting from the enforcement of the Mortgage and Lessee, upon, and subject to, all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions therein provided. Lessee does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby accepts such attornment.

3. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Lessor); (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure; (c) bound by any rent that Lessee may have paid under the Lease more than one (1) month in advance; (d) bound by any amendment or modification of the Lease hereafter made without Lender's prior written consent; and (e) responsible for the return of any security deposit delivered to Lessor under the Lease and not subsequently received by Lender.

4. If Lender sends written notice to Lessee to direct its rent payments under the Lease to Lender instead of Lessor, then Lessee agrees to follow the instructions set forth in such written instructions and deliver rent payments to Lender; however, Lessor and Lender agree that Lessee shall be credited under the Lease for any rent payments sent to Lender pursuant to such written notice.

5. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by certified or registered U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

Lessor: Barbara Pacella, L.L.C.
2558 S. Damen Avenue
Chicago, Illinois 60608

with a copy to: Philip Wong
200 N. LaSalle Street
Suite 2100
Chicago, Illinois 60601

Lessee: Windsor Outdoor, Inc.
9950 West Lawrence Avenue
Schiller Park, Illinois 60176-1214
Attn: James Caraher

with a copy to: Joseph B. Brocato, Esq.
Pedersen & Houpt
161 North Clark Street
Suite 3100
Chicago, Illinois 60601

Lender: Chicago Community Bank
1110 W. 35th Street
Chicago, Illinois 60609
Attn: Timothy Clary

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. mail.

6. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Lessee's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

8. Should any action or proceeding be commenced to enforce any of the provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disturbance and
Attornment Agreement to be executed as of the day and year first above written.

LENDER

Chicago Community Bank

By: [Signature]
Name: Timothy Clary
Its: President

LESSEE

WINDSOR OUTDOOR, INC.

By: [Signature]
Name: Mary Lou Mulvihill Skalkos
Its: President

LESSOR

BARBARA PACELLA, L.L.C.

By: [Signature]
Name: William Pacella
Its: President
Manager

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Kathleen L. Petritis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mary Lou Mulvihill Skalko, the President of **WINDSOR OUTDOOR INC.**, an Illinois corporation, and 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 the 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 notarial seal, this 19th day of February, 2001.



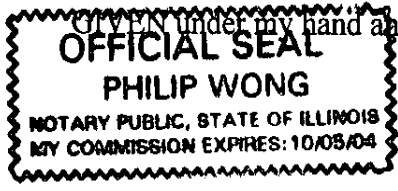
Kathleen L. Petritis
Notary Public

My Commission Expires: 11-02-03

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Philip Wong, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William Pacella, the Manager of **BARBARA PACELLA, L.L.C.**, an Illinois limited liability company, who is personally known to me, and 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 the 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 notarial seal, this 5th day of March, 2001.



Philip Wong
Notary Public

My Commission Expires: 10/5/04

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Timothy Gary, the President of Chicago Community Bank, an Illinois corporation, who is personally known to me, and 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 the 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 notarial seal, this 19 day of Feb., 2001.

Janice C Stephens
Notary Public

My Commission Expires: 11-19-01



Property of Cook County Clerk's Office

EXHIBIT A

Parcel 1:

Lots 2, 3, 4, 5 and part of Lot 1 in Campbell Soup Company's (Central Division) Subdivision, being a subdivision of part of the Northeast 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, recorded May 23, 1930 as document number 10667452; also part of the Northeast 1/4 of Section 36, Township and Range aforesaid, taken as a tract, in Cook County, Illinois, described as follows:

Beginning at the intersection of the north line of West 35th Street in the City of Chicago, Cook County, Illinois, 33 feet north of the south line of said Northeast 1/4 of Section 36, with the west line of South Campbell Avenue in said city, as dedicated September 1, 1904 (now vacated), produced north; thence west on an assigned azimuth of 270 degrees 00 minutes 00 seconds along the north line of said 35th Street, 576.77 feet; thence on an azimuth of 00 degrees, 01 minutes 00 seconds, 439.60 feet to a point on the easterly extension of the centerline of a 24" concrete foundation wall; thence continuing on an azimuth of 00 degrees 01 minutes 00 seconds, 386.74 feet; thence on an azimuth of 23 degrees 21 minutes 52 seconds, 83.73 feet; thence on an azimuth of 67 degrees 28 minutes 17 seconds, 83.74 feet; thence on an azimuth of 339 degrees 14 minutes 27 seconds, 46.06 feet; thence on an azimuth of 68 degrees 15 minutes 58 seconds, 43.44 feet; thence northeasterly along a tangential curve concave to the northwest, radius 295.11 feet, central angle 18 degrees 28 minutes 35 seconds, 95.17 feet; thence on an azimuth of 49 degrees 47 minutes 23 seconds, 33.91 feet; thence an azimuth of 36 degrees 15 minutes 07 seconds, 275.76 feet to the southerly line of the Canal Reserve of the Illinois and Michigan Canal, being also the right-of-way line for expressway according to Document No. 19024366 recorded January 17, 1964; thence on an azimuth of 68 degrees 27 minutes 00 seconds along said right-of-way line 152.77 feet; thence on an azimuth of 182 degrees 59 minutes 01 seconds, 7.68 feet; thence southerly along a tangential curve concave to the west, radius 204.63 feet, central angle 07 degrees 34 minutes 06 seconds, a distance of 27.03 feet; thence on an azimuth of 214 degrees 41 minutes 06 seconds, 17.55 feet to the aforementioned west line of South Campbell Avenue produced north; thence on an azimuth of 180 degrees 18 minutes 00 seconds along said west line, 164.69 feet to the northwest corner of Lot 4 aforesaid; thence on an azimuth of 90 degrees 18 minutes 00 seconds along the north line of Lot 4, a distance of 30.00 feet to the northeast corner thereof; thence on an azimuth of 180 degrees 18 minutes 00 seconds along the east line of Lots 4, 5 and 3 a distance of 1129.84 feet to the north line of West 35th Street; thence on an azimuth of 270 degrees 00 minutes 00 seconds 30.00 feet to the point of beginning, in Cook County, Illinois

Parcel 2:

Easements for ingress for the benefit of Parcel 1 as created by Declaration of Easement for Ingress, Egress and Access dated April 13, 1993 and recorded April 15, 1993 as Document Number 93280729, made by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 27, 1989 and known as Trust Number 108-954-07, and NWS, Inc.

P.I.N.: 16-36-201-012
 16-36-201-020
 16-36-201-033
 16-36-201-036

Property of Cook County Clerk's Office