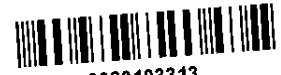


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Prepared By, Recording Requested By,
And After Recording Return To:

Mercedes A. Anderson, Esq.
Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102

General Electric Capital Business
Asset Funding Corporation
Loan No.: 050-0005805-001

**SUBORDINATION, NONDISTURBANCE, ATTORMENT
AND LESSEE-LESSOR ESTOPPEL AGREEMENT**

(6640 South Cicero Avenue, Bedford Park, Cook County, Illinois)

This Subordination, Nondisturbance, Attornment and Lessee-Lessor Estoppel Agreement ("Agreement") is entered into as of January 16, 2002, by and among **6640 LLC**, an Illinois limited liability company ("Lessor"), whose address is 6640 South Cicero Avenue, Bedford Park, Illinois, **J. GORDON GAINES, INC.**, a Delaware corporation ("Lessee"), whose address is c/o Vesta Insurance, 3760 River Run Drive, P.O. Box 43360, Birmingham, Alabama 35243, and **GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION**, a Delaware corporation ("Lender"), whose address is 10900 NE 4th Street, Suite 500, Bellevue, Washington 98004.

RECITALS:

A. Lessee is the present lessee, and Lessor is the current lessor, under a certain lease agreement (the "Lease") dated January 1, 2002 between Lessor, as lessor, and Lessee, as lessee, demising all or a portion of the premises in Bedford Park, Cook County, Illinois, commonly

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known as 6640 South Cicero, and more particularly described on Exhibit A (the "Leased Premises").

B. Lessee has been advised that the Lease has been or will be assigned by Lessor to Lender as security for a loan with an original principal balance of \$7,405,629.45 (the "Loan") secured by a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of December 26, 2000 (the "Mortgage") and recorded on December 29, 2000 in the real property records of Cook County, Illinois, as amended by the Modification of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of January 16, 2002 (the "Mortgage Modification") to be recorded contemporaneously herewith covering the Leased Premises.

C. In accordance with the terms of the Mortgage, as amended, Lender is requiring that Lessor obtain this Agreement from Lessee in order to confirm certain matters and to expressly subordinate the Lease and Lessee's interest in the Leased Premises to the lien of the Mortgage, as amended by the Mortgage Modification.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Lessee represents and warrants to Lender as follows:

- (a) Lessee has accepted possession and is in occupancy of the Leased Premises pursuant to the terms of the Lease, and the Lease is in full force and effect.
- (b) The improvements and space required to be furnished according to the Lease have been completed in all respects, all amounts owing from Lessor to Lessee in connection with delivery and construction of the Leased Premises (including, without limitation, tenant improvement costs, liquidated damages, and charges for construction delays) have been paid, and Lessee hereby waives any and all rights and remedies which Lessee may have against Lessor (including, without limitation, any right to terminate the Lease) as a result of any breach by Lessor of any of its obligations under the Lease relating to the delivery, construction or condition of the tenant improvements of the Leased Premises.
- (c) Lessor has done everything that it promised to do in order to induce Lessee to enter into the Lease. All conditions to the commencement of the Lease have been satisfied. There are no concessions or inducements which have been promised by Lessor or any other party to Lessee other than as set forth in the Lease.
- (d) The Lease as described above has not been further modified, altered or amended, except as follows: None.
- (e) There are no offsets or credits against rentals, nor have rentals been prepaid except as provided by the Lease terms, except as follows: None.

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(f) Rental commenced to accrue on January 1, 2002, current monthly rent is \$152,291.67, and there is currently no outstanding unpaid rent. The primary Lease term commenced on January 1, 2002, and expires on January 1, 2007.

(g) Lessee has no notice of a currently effective assignment, hypothecation or pledge of rents on the Lease to any party other than Lender and the lender (if any) whose loan is being repaid upon the closing of the Loan.

(h) The Lease does not contain, and Lessee does not have, an outstanding option to extend or renew the term of the Lease except as follows: None.

(i) Lessee has no claim to or interest in the Leased Premises, legal or equitable, or any contract or option therefor other than as a lessee under the Lease. The Lease does not contain, and Lessee does not otherwise have, an outstanding option to purchase the Leased Premises, except as follows: None.

(j) Sufficient parking facilities for the Leased Premises are located on the Property.

(k) Lessor is not in default of any of its obligations under the Lease, and, to the best of Lessee's knowledge, no event has occurred which, with notice, the passage of time or both, would constitute a default in any of Lessor's obligations under the Lease.

(l) Lessee has paid Lessor \$0.00 as a security or similar type deposit.

Section 2. Lessee shall promptly provide Lender at its address first shown above with a written notice of any default on the part of the Lessor under the Lease. Lender shall have the option to cure such default within the time allotted to Lessor under the Lease plus ten (10) business days in the case of a monetary default and thirty (30) business days in the case of a non-monetary default. Lessee shall not invoke any of its remedies under this Lease or any other remedies available to Lessee at law or in equity, or shall not terminate the Lease or withhold rent during any period that Lender is proceeding to cure any such default with due diligence or (if possession of the Leased Premises is necessary for such cure to be effectuated) during any period that Lender is taking steps with due diligence to obtain the legal right to enter the Leased Premises and cure any such default, *provided, however*, that in no event shall Lessee be barred from invoking such remedies or other measures if such default is not cured within ninety (90) days after notice to Lender of such default.

Section 3. Without the prior written consent of Lender, Lessee shall not (a) modify or in any manner alter the terms of the Lease so as to reduce the rent payable under the Lease, decrease the term of the Lease, or increase the material economic obligations of Lessor under the Lease; (b) pay the rent or any other sums becoming due under the terms of the Lease more than one month in advance; (c) accept Lessor's waiver of or release from the performance of any material obligation under the Lease; (d) assign the Lease or sublet the Leased Premises (except for any assignment or sublease that is permitted under Section 10.2 of the Lease without the consent of Lessor); or (e) assign the Lease as collateral security or mortgage or otherwise

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encumber its leasehold interest (but the foregoing shall not be construed to prohibit Lessee's financing of its trade fixtures or inventory, or its pledging of its accounts or inventory); (f) make any structural changes to the Leased Premises (but the foregoing shall not be construed to require Lender's consent in the case of non-structural and cosmetic changes); or (g) agree with Lessor to terminate the Lease (but the foregoing shall not be construed to negate any unilateral right of termination which Lessee may have without consent under the Lease). Lessor shall be responsible for securing all such consents.

Section 4. In the event Lender notifies Lessee in writing that Lessor is in default under the Mortgage and demands that payment of all future rentals be made directly to Lender, Lessee shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Lender or as otherwise instructed by Lender pursuant to such notice, beginning with the payment next due after such notice of default. Lessor hereby consents to such payment and agrees that Lessee shall not be liable to Lessor for any rental payments actually paid to Lender pursuant to this Section 4.

Section 5. Subject to the nondisturbance provisions in Section 15 below, the Lease and all right, title and interest of Lessee in, to and under the Lease (including, without limitation, all options or rights of first refusal to purchase the Leased Premises) are now, and shall at all times continue to be, unconditionally subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage. For so long as the Mortgage is a lien on the Leased Premises, Lessee shall not mortgage or otherwise encumber its leasehold interest or subordinate the estate of Lessee in the Lease to any other mortgage or deed of trust or any other security instrument (but the foregoing shall not be construed to prohibit Lessee's financing of its trade fixtures or inventory, or its pledging of its accounts or inventory).

Section 6. No provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and permitted assigns. Upon recorded satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

Section 7. To the extent that the Lease shall entitle Lessee to notice of any mortgage, this Agreement shall constitute such notice to Lessee with respect to the Mortgage, and Lessee hereby waives notice of any and all renewals, modifications, extensions, substitutions, replacements, and/or consolidations of the Mortgage. The terms "mortgagee", as used in the Lease shall be deemed to include Lender, its successors and assigns, including anyone who shall have succeeded to Lessor's interest by, through or under foreclosure of the Mortgage or deed in lieu of such foreclosure. The term "mortgage" or any similar term, shall be deemed to include the Mortgage to be recorded contemporaneously herewith.

Section 8. This Agreement shall be construed under the laws of the State of Illinois applicable to contracts made and to be performed therein (excluding its choice-of-law principles).

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Section 9. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

Section 10. To the extent of any conflict between the provisions of the Mortgage and the Lease which govern the application and disbursement of insurance and condemnation proceeds, the provisions of the Mortgage shall control; provided, however, that if Lessee is not in default beyond applicable cure periods in the Lease, sufficient proceeds are available to repair or reconstruct the Leased Premises, the Leased Premises can be reconstructed under applicable zoning and building regulations, and Lessee shall have waived in writing any right to terminate the Lease on account of such casualty or condemnation, then the proceeds of any such casualty or condemnation shall be made available for the repair or reconstruction of the Leased Premises in accordance with customary construction-lending practices, notwithstanding any default of Lessor. Notwithstanding anything in the Lease to the contrary, Lessee may not terminate the Lease because of damage to or condemnation of the Leased Premises unless, but only if such termination right is allowed by the express terms of the Lease (a) Lessee's use and operation of the Leased Premises is materially impaired by the damage to or condemnation of the Leased Premises, and (b) at least twenty-five percent (25%) of the net rentable area of the Leased Premises is damaged or condemned. Notwithstanding anything in the Lease to the contrary, Lessee may not terminate the Lease because of any delay in repairing or rebuilding the Leased Premises unless, but only if such termination right is allowed by the express terms of the Lease, the Leased Premises are not repaired or rebuilt within one hundred eighty (180) days after the date of damage or condemnation.

Section 11. In the event suit or action is instituted to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before or after trial and on appeal, whether or not taxable as costs, or in any bankruptcy proceeding, including, without limitation, attorneys' fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

Section 12. Upon the request of Lender from time to time, Lessee shall furnish to Lender a copy of Lessee's balance sheet and profit and loss statement, which shall be prepared in accordance with generally accepted accounting principles and practices consistently applied.

Section 13. Lessee shall not use, produce, store, release, dispose of or bring into the Leased Premises any hazardous waste or materials or allow any other entity or person to do so except as incidentally related to the operation and maintenance of the Leased Premises and equipment located therein, such as small amounts of ordinary office supplies, pesticides, insecticides or cleaning supplies used in Lessee's operation of the Leased Premises, which substances shall be stored and used in accordance with applicable laws and regulations and used in a prudent manner. As used herein, the term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or danger (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now or hereafter in effect including, without limitation, petroleum products and by-products, asbestos, polychlorinated biphenyls, chlorinated solvents, and urea formaldehyde. Lessee shall indemnify and hold

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harmless Lessor and Lender against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, cleanup costs, remedial actions, costs and expenses (including, without limitation, attorneys' fees and disbursements) which may be imposed on, incurred or paid by, or asserted against Lessor and/or Lender directly or indirectly arising from or attributable to any misrepresentation or breach of any warranty, covenant or agreement by Lessee under this section. The provisions of this section shall survive expiration or termination of the Lease.

Section 14. If Lender shall become the owner of the Leased Premises, or if the Leased Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage, or if the Leased Premises shall be transferred by deed in lieu of foreclosure, then (i) the Lease shall continue in full force and effect as a direct lease agreement between Lessee and the then owner of the Leased Premises (including Lender or the grantee under any deed given as a result of any foreclosure or in lieu of foreclosure), upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, and (ii) Lessee shall attorn to Lender or any other such owner as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments. From and after Lender's or other such owner's succession to the interest of Lessor under the Lease, Lessee shall have the same remedies against Lender or such other owner for the breach of any covenant contained in the Lease that Lessee might have had under the Lease against Lessor, except that neither Lender nor any other such owner shall be:

- (a) liable for any act or omission of, or for the performance of any obligation of, any prior lessor (including Lessor) including without limitation any obligation to repair, restore or expand any part of the Leased Premises, except to the extent that Lessee shall have given Lender or such other owner notice of default and opportunity to cure pursuant to Section 2 above; or
- (b) subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor) except to the extent that Lessee shall have given Lender or such other owner notice of default and opportunity to cure pursuant to Section 2 above; or
- (c) bound by any prepayment of rent or additional rent which Lessee might have paid for more than the current month or by payment of any security deposits to any prior lessor (including Lessor), except such security deposits as have actually been received by Lender; or
- (d) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any prior lessor (including Lessor) made or given after the date hereof without the written consent of Lender or any subsequent holder of the Mortgage; or
- (e) bound by any representations or warranties of Lessor under the Lease.

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Section 15. So long as Lessee is not in default (beyond any period given Lessee by the terms of the Lease to cure such default) in the payment of rent or additional rent or in the performance of any part of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the Leased Premises under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Lender and Lender will not join Lessee as a party defendant in any action or proceeding for the purpose of terminating Lessee's interest and estate under the Lease because of any default under the Mortgage.

Section 16. Lessee hereby waives any rights it may have to an award for a taking by eminent domain, except to the extent that the award (a) compensates Lessee for moving expenses, business interruption, or taking of the personal property of Lessee (other than Lessee's leasehold interest), (b) is awarded separately in the eminent domain proceeding, and (c) does not reduce the amount of Lessor's award in the eminent domain proceeding.

Section 17. Any option or right or first refusal that Lessee may have to purchase the Leased Premises shall not apply in the context of a sale by foreclosure or a deed in lieu of foreclosure but such option or right or first refusal shall continue in full force and effect to future transfers following such sale by foreclosure or a deed in lieu of foreclosure. Lessee shall execute promptly whatever documents Lender may request from time to time in order to confirm the foregoing.

Section 18. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 19. Any and all notices, elections, demands, or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, by telegram, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar service requiring a receipt, to the other party at the address stated above, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) business days after the date of mailing by registered or certified mail, (iii) one (1) business day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery)

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EXECUTION PAGE FOLLOWS]

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IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE, AMONG OTHER THINGS, IT AFFECTS THE PRIORITY OF YOUR LEASE AND BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

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

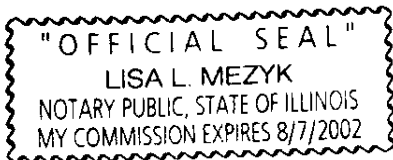
LESSEE:

J. GORDON GAINES, INC., a Delaware corporation

By: [Signature]
Print: SR. V.P. CFO
Its: W. PERRY CRONIN

STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me a notary public on the 16th day of January, 2002, by W. PERRY CRONIN, SR. V.P., CFO of J. GORDON GAINES, INC., a Delaware corporation on behalf of said corporation.



[Signature]
Notary Public

My Commission expires 8-7-02

[EXECUTION AND ACKNOWLEDGMENT PAGE OF LESSEE TO SUBORDINATION, NONDISTURBANCE, ATTORNMENT AND LESSEE-LESSOR ESTOPPEL AGREEMENT]

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Lessor joins in the execution of this document for the purpose of acknowledging and confirming the matters herein set forth.

LESSOR:

6640 LLC, an Illinois limited liability company

By: J&P Real Estate Holding, LLC, an Illinois limited liability company, its Member

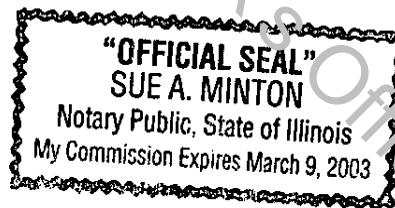
By: *James P. Hallberg*
Print: James P. Hallberg
Its: Manager

STATE OF Illinois SS
COUNTY OF Cook

The foregoing instrument was acknowledged before me a notary public on the 16th day of January, 2002, by James P. Hallberg, Manager of J & P Real Estate Holdings LLC, an Illinois limited liability company on behalf of said limited liability company.

Sue A. Minton
Notary Public

My Commission expires _____



[EXECUTION AND ACKNOWLEDGMENT PAGE OF LESSOR TO
SUBORDINATION, NONDISTURBANCE, ATTORNMEN AND
LESSEE-LESSOR ESTOPPEL AGREEMENT]

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General Electric Capital Business
Asset Funding Corporation
Loan No.: 050-0005805-001

EXHIBIT A

(6640 South Cicero Avenue, Bedford Park, Cook County, Illinois)

Legal Description:

That part of the North 289.50 feet of the South 322.50 feet of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 38 North, Range 13, East of the Third Principal Meridian, lying east of the following described line: Beginning at a point on the North line of the South 33.0 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and 320.86 feet east of the West line of said Southeast quarter of the Northeast $\frac{1}{4}$ of Section 21, thence northerly along a curve convex to the Southeast and having a radius of 296.94 feet and a chord bearing of North 31 degrees, 06 minutes, 26 seconds East, 323.13 feet to a point lying 296.15 feet North of the South line, 480.0 feet East of the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21; thence North 6 degrees, 44 minutes, 11 seconds East, 26.69 feet to the North line of the South 322.50 feet of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, excepting therefrom that part lying East of the West 1,028.87 feet thereof, also excepting that part conveyed to the Illinois Department of Transportation by Deeds 26443914 and 26524355, in Cook County, Illinois.

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