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2002-10-31 11:49:13

Cook County Recorder 40.00

Prepared by +
Recording Requested by
and when Recorded return to:

WELLS FARGO BANK, N.A.
Commercial Mortgage Servicing
MAC# A0357-026
1320 Willow Pass Road, Suite 210
Concord, CA 94520



0021204411

Attention: CMS Loan Admin.
Loan No.: 18-0000687

**SUBORDINATION AGREEMENT
and
ESTOPPEL, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

Tenant's Trade Name: T B & T Signs, LLC

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE (DEFINED BELOW).

This SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of 10/10/02, by and between T B & T Signs, L.L.C. ("Tenant") and LASALLE BANK NATIONAL ASSOCIATION (formerly known as LaSalle National Bank), as Trustee for the Registered Holders of LB Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1998-C4. ("Lender"), with reference to the following facts and intentions of the parties:

RECITALS

- A. Sunrise Avenue, L.P., an Illinois limited partnership ("Owner") is the owner of the land and improvements commonly known as 3650 Industrial Drive, Rolling Meadows, IL and more specifically described in Exhibit A attached hereto ("Property") and the owner of the Landlord's interest in the lease identified in Recital B below ("Lease").
- B. Tenant is the owner of the tenant's interest in that lease dated October 7, 2002, executed by Owner, as landlord, and Tenant, as tenant, as amended by instrument(s) dated (n/a). (Said lease is collectively referred to herein as the "Lease").
- C. Owner is indebted to Lender under a promissory note in the original principal amount of \$2,500,000.00 which note is secured by, among other things, (a) a Mortgage and Security Agreement encumbering the Property ("Mortgage"), dated September 16, 1998 and recorded September 24, 1998 as Document 98855983 in the Official Records of the County of Cook, State of Illinois ("Mortgage") by and between Owner and Lender, as successor-in-interest to LaSalle National Bank ("LaSalle"), as trustee for the registered holders of LB Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1998-C4 recorded May 19, 1999 as Document 99435294, the successor-in-interest by assignment to Lehman Brothers Holdings Inc. d/b/a Lehman Capital, a Division of Lehman Brothers Holdings Inc. ("Lehman"), (b) an Assignment of Rents recorded September 24, 1998 as Document No. 98855984 between Owner and Lender, as successor-in-interest to LaSalle and Lehman (the "Assignment"), and (c) a Security Interest of Lender, as successor-in-interest to Lehman described in that certain financing statement filed October 1, 1998 as Document No. 98U10248 (the "Financing Statement", and collectively with the Mortgage and Assignment, the "Mortgage Documents").]
- D. As a condition to the Lease, Tenant has requested that Lender make certain agreements with Tenant, as set forth below, and Lender is willing to make such agreements with Tenant if Tenant furnishes certain assurances to, and makes certain agreements with, Lender, as set forth below.

BOX 333-CTI

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THEREFORE, The parties agree as follows:

1. SUBORDINATION.

- 1.1 **Prior Lien.** The Mortgage, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien or charge on the Property prior and superior to the Lease.
- 1.2 **Entire Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien or charge of the Mortgage, and shall supersede and cancel, but only insofar as would affect the priority between the Mortgage and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust, a mortgage or mortgages, a deed or deeds to secure debt or a trust indenture or trust indentures.
- 1.3 **Disbursements.** Lender, in making disbursements pursuant to the Note, the Mortgage or any loan agreements with respect to the Property, 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 this agreement to subordinate in whole or in part.
- 1.4 **Subordination.** Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Property, to the lien of the Mortgage.

2. NON-DISTURBANCE AND ATTORNMEN.

- 2.1 **Non-Disturbance.** Notwithstanding anything to the contrary contained in the Lease, so long as there shall exist no breach, default or event of default (beyond any period given to Tenant in the Lease to cure such default) on the part of Tenant under the Lease at the time of any foreclosure of the Mortgage, Lender agrees that the leasehold interest of Tenant under the Lease shall not be terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Tenant as tenant under the Lease subject to the provisions of the Lease.
- 2.2 **Attornment.** Notwithstanding anything to the contrary contained in the Lease, should title to the leased premises and the landlord's interest in the Lease be transferred to Lender or any other person or entity ("New Owner") by, or in-lieu of judicial or non-judicial foreclosure of the Mortgage, Tenant agrees, for the benefit of New Owner and effective immediately and automatically upon the occurrence of any such transfer, that: (a) Tenant shall pay to New Owner all rental payments required to be made by Tenant pursuant to the terms of the Lease for the remainder of the Lease term; (b) Tenant shall be bound to New Owner in accordance with all of the provisions of the Lease for the remainder of the Lease term; (c) Tenant hereby attorns to New Owner as its landlord, such attornment to be effective and self-operative without the execution of any further instrument; (d) New Owner shall not be liable for any default of any prior landlord under the Lease, including, without limitation, Owner, except where such default is continuing at the time New Owner acquires title to the leased premises and New Owner fails to cure same after receiving notice thereof; (e) New Owner shall not be subject to any offsets or defenses which Tenant may have against any prior landlord under the Lease, including, without limitation, Owner, except where such offsets or defenses arise out of a default of the prior landlord which is continuing at the time New Owner acquires title to the leased premises and New Owner fails to cure same after receiving notice thereof; and (f) New Owner shall not be liable for any obligations of landlord arising under the Lease following any subsequent transfer of the title to the leased premises by New Owner.
- 2.3 **Amendment.** Notwithstanding anything to the contrary in Sections 2.1 or 2.2 above, Lender and Tenant agree that, in the event title to the Property and the landlord's interest in the Lease are transferred to a New Owner by or in lieu of judicial or nonjudicial foreclosure of the Mortgage, the Lease shall be automatically deemed amended in the following respects only without the need for any further action by New Owner or Tenant:

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3. **ESTOPPEL.** Tenant warrants and represents to Lender, as of the date hereof, that:

- 3.1 **Lease Effective.** The Lease has been duly executed and delivered by Tenant and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Tenant thereunder are valid and binding, and there have been no modifications or additions to the Lease, written or oral, other than those, if any, which are referenced above in Recital B.
- 3.2 **No Default.** To the best of Tenant's knowledge: (a) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease either by Tenant or Owner; and (b) Tenant has no existing claims, defenses or offsets against rental due or to become due under the Lease.
- 3.3 **Entire Agreement.** The Lease constitutes the entire agreement between Owner and Tenant with respect to the Property, and Tenant claims no rights of any kind whatsoever with respect to the Property, other than as set forth in the Lease.
- 3.4 **Minimum Rent.** The annual minimum rent under the Lease is \$ \$36,000.00, subject to any escalation, percentage rent and/or common area maintenance charges provided in the Lease. Rental Amounts increase in years 7 and 16 of the Lease.
- 3.5 **Rental Payment Commencement Date:** The rents stated in Section 3.4 above will begin or have begun on **August 1, 2002.**
- 3.6 **Commencement Date.** The term of the Lease commenced or will commence on August 1, 2002.
- 3.7 **Expiration Date.** The term of the Lease will expire on [July 31, 2022, unless extended or earlier terminated in accordance with the terms of the Lease or otherwise.
- 3.8 **No Deposits or Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as are set forth in the Lease.
- 3.9 **No Other Assignment.** Tenant has received no notice, and is not otherwise aware of, any other assignment of the landlord's interest in the Lease.
- 3.10 **No Purchase Option or Refusal Rights.** Tenant does not have an option or preferential right to purchase all or any part of the Property, except as are set forth in the Lease.

4. **MISCELLANEOUS.**

- 4.1 **Heirs, Successors and Assigns.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto. Whenever necessary or appropriate to give logical meaning to a provision of this Agreement, the term "Owner" shall be deemed to mean the then current owner of the Property and the landlord's interest in the Lease.
- 4.2 **Addresses; Request for Notice.** All notices and other communications that are required or permitted to be given to a party under this Agreement shall be in writing and shall be sent to such party, either by personal delivery, by overnight delivery service, by certified first class mail, return receipt requested, or by facsimile transmission, to the address or facsimile number below. All such notices and communications shall be effective upon receipt of such delivery or facsimile transmission. The addresses and facsimile numbers of the parties shall be:

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Tenant:
T B & T Signs, LLC
414 N. Orleans, Suite 312
Chicago, IL 60610
FAX No.: 312 670-9085

Lender:
LaSalle National Bank, N.A
C/o Wells Fargo Bank
FAX No.: 925 674-0567

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement.

- 4.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
- 4.4 **Section Headings.** Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.
- 4.5 **Attorneys' Fees.** If any legal action, suit or proceeding is commenced between Tenant and Lender regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.
5. **INCORPORATION.** Exhibit A, the Owner's Consent and the Lease Guarantor's Consent are attached hereto and incorporated herein by this reference.

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

"LENDER"

LASALLE BANK NATIONAL ASSOCIATION (formerly known as LaSalle National Bank), as Trustee for the Registered Holders of LB Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1998-C4.

By: Wells Fargo Bank, National Association, as Special Servicer under the Pooling and Servicing Agreement, dated as of November 1, 1998, by and between Structured Asset Securities Corporation, First Union National Bank, Lennar Partners, Inc. (predecessor-in-interest as Special Servicer to Wells Fargo Bank, National Association), LaSalle National Bank, and ABN Amro Bank N.V.

By: 

Its: Vice President

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ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of Contra Costa)

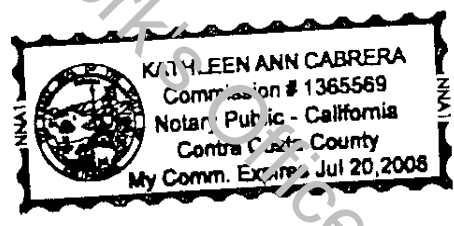
On October 10, 2002 before me, Kathleen Ann Cabrera
Date Name and Title of Officer (i.e., Your
Name, Notary Public)

personally appeared Debra A. Rudder
Name(s) of Document Signer(s)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen Ann Cabrera
Signature of Notary



(Affix seal in the above blank space)

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"TENANT"

T. B & T SIGNS, LLC

By: [Signature]

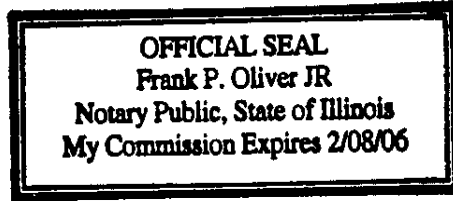
Its: Manager

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

ALL SIGNATURES MUST BE ACKNOWLEDGED.

Subscribed & sworn to before me this 7th Day of October, 2002.

[Signature]



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OWNER'S CONSENT

The undersigned, which owns or is about to acquire the Property and the landlord's interest in the Lease, hereby consents to the execution of the foregoing SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, and to implementation of the agreements and transactions provided for therein.

"OWNER"

SUNRISE AVENUE L.P.

*Subscribed & Signed To before me
this 7th Day of October, 2002.*

*Frank P. Oliver JR
Notary Public*

EXHIBIT A
(Description of Property)



EXHIBIT A to SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated as of _____, executed by T, B & T SIGNS, LLC, as "Tenant", and WELLS FARGO BANK, N.A., as "Lender".

All that certain land located in the County of Cook, State of Illinois, described as follows:

[That part of the Southeast Quarter of the Southeast Quarter of Section 23, Township 42 North, Range 10 East of the Third Principal Meridian Described as follows:

Commencing at the Southeast corner of said Section 23; thence Northward along the East line of said Section 23, North 00 Degrees 10 Minutes 05 Seconds East, a distance of 61.41 feet to the point of beginning; thence South 86 Degrees 30 Minutes 27 Seconds West, a distance of 563.82 feet to a point on the Southeasterly line of Illinois route number 53; thence Northeasterly along the said Southeasterly line, being a curved line convexed to the Northwest, of 5862.50 feet in radius having a chord length of 852.91 feet on a bearing of North 41 Degrees 26 Minutes 40 Seconds East, for an arc length of 853.67 feet to a point on the said East line of Section 23; thence Southward along the said East line, South 00 Degrees 10 Minutes 05 Seconds West, a distance of 605.00 feet to the point of beginning, all in Cook County, Illinois.]

UCA: 3650 INDUSTRIAL AVE, ROLLING MEADOWS, IL

Phn: 02. 23 - 403 - 002 - 0000

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008058182 D2
STREET ADDRESS: 3650 INDUSTRIAL AVENUE
CITY: ROLLING MEADOWS, IL COUNTY: COOK
TAX NUMBER: 02-23-403-002-0000

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE NORTHWARD ALONG THE EAST LINE OF SAID SECTION 23, NORTH 00 DEGREES 10 MINUTES 05 SECONDS EAST, A DISTANCE OF 61.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 30 MINUTES 27 SECONDS WEST, A DISTANCE OF 563.82 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE NUMBER 53; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE, BEING A CURVED LINE CONVEXED TO THE NORTHWEST, OF 5862.50 FEET IN RADIUS HAVING A CHORD LENGTH OF 852.91 FEET ON A BEARING OF NORTH 41 DEGREES 26 MINUTES 40 SECONDS EAST, FOR AN ARC LENGTH OF 853.67 FEET TO A POINT ON THE SAID EAST LINE OF SECTION 23; THENCE SOUTHWARD ALONG THE SAID EAST LINE, SOUTH 00 DEGREES 10 MINUTES 05 SECONDS WEST, A DISTANCE OF 605.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2 :

NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ROADWAY EASEMENT AGREEMENT DATED 12/29/78 AND RECORDED 1/2/79 AS DOCUMENT NUMBER 24785935 MADE BY AND BETWEEN ILLINOIS STATE BANK OF CHICAGO AND TRUSTEE UNDER TRUST AGREEMENT DATED 10/31/1963 AND KNOWN AS TRUST # 159 AND TRUSTEE UNDER TRUST AGREEMENT DATED 11/29/1978 AND KNOWN AS TRUST # 45276, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:
THAT PART OF THE EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF EAST QUARTER OF THE NORTHEAST 1/4 OF SAID SECTION 26, 2511.21 FEET NORTH OF THE SOUTHWEST CORNER OF SAID EAST QUARTER, SAID POINT BEING THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE NO. 53; THENCE NORTH 45 DEGREES 52 MINUTES 23 SECONDS EAST, A DISTANCE OF 127.61 FEET; THENCE EAST ALONG A LINE 37 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE EAST QUARTER OF THE NORTHEAST 1/4 OF SAID SECTION 26 TO THE EAST LINE OF SAID SECTION 26, THENCE NORTH ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID SECTION 26; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 26, 577.73 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE NO. 53; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE NO. 53 TO THE POINT

(CONTINUED)

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008058182 D2
STREET ADDRESS: 3650 INDUSTRIAL AVENUE
CITY: ROLLING MEADOWS COUNTY: COOK
TAX NUMBER: 02-23-403-002-0000

LEGAL DESCRIPTION:

OF BEGINNING, AND
THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH,
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID
SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 23, 577.73 FEET TO
THE SOUTHEASTERLY LINE OF ILLINOIS ROUTE NO. 53; THENCE NORTHEASTERLY ALONG A
CURVE TO THE RIGHT HAVING A RADIUS OF 5862.50 FEET; SAID CURVE BEING THE
SOUTHEASTERLY LINE OF ILLINOIS ROUTE NO. 53, FOR A DISTANCE OF 25.00 FEET;
THENCE NORTHEASTERLY TO A POINT IN THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID
SECTION 23, SAID POINT BEING 61.41 FEET NORTH OF THE SOUTHEAST CORNER OF SAID
SECTION 23; THENCE SOUTH ALONG SAID EAST LINE, 61.41 FEET TO THE POINT OF
BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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