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**THIS DOCUMENT PREPARED  
BY AND WHEN RECORDED  
MAIL TO:**

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Chicago, Illinois 60601

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2003-02-11 15:49:40  
Cook County Recorder 36.50



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## SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE OF LEASE AGREEMENT

This **SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE OF LEASE AGREEMENT** (the "Agreement") is made as of the 2<sup>nd</sup> day of January, 2003, between **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("Bank") and **J. STEWART COMPANY**, an Illinois corporation ("Tenant").

### RECITALS:

A. Tenant has entered into that certain Lease dated November 13, 1998, as amended, with **KOECKRITZ INTERNATIONAL**, an Illinois corporation ("Landlord") as Landlord, which lease agreement covers certain premises (the "Premises") at that certain real property (the "Property") commonly known as 1440 Hicks Road, Rolling Meadows, Illinois, and more particularly described on **Exhibit A** attached hereto and made a part hereof (herein, said lease agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the "Lease");

B. Bank has caused certain loans to be issued for the benefit of Landlord (collectively, "Loans"), the repayment obligations of which are secured by, among other security, the lien of a mortgage from Landlord to Bank, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, collectively, the "Mortgage") on the Property and the interest of Tenant under the Lease. Capitalized words not defined herein have the meaning ascribed to such words in the Loan Agreement between Landlord and Bank; and

C. Bank has required the execution of this Agreement and Tenant has agreed to subordinate the Lease to the lien of the Mortgage on the terms and conditions hereinafter set forth.

D. In consideration of the foregoing premises and of the sum of One Dollar (\$1.00)

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by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Subordination.** The Lease (including all of the terms, covenants and provisions thereof) is subject and subordinate in all respects to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. Intentionally Deleted.

3. **Non-Disturbance.** The Bank hereby consents to the Lease and agrees that so long as Tenant keeps and performs the terms and provisions of said Lease on its part to be performed the Bank will recognize the rights of Tenant under the Lease and will not interfere with its possession so long as there is no default to the terms and provisions of the Lease on the part of the Tenant thereunder.

4. **Mortgagee's Consent.** The Landlord's consent, approval or waiver under or with respect to the Lease or the Premises or any matter related thereto shall not be effective unless such consent, approval or waiver is accompanied by the written consent of Mortgagee. Without limiting the generality of the foregoing, without the prior written consent of Mortgagee, Tenant will not (a) enter into any agreement amending or terminating the Lease, (b) cancel the term of, or surrender, the Lease, or (c) assign or sublet all or any part of the Premises.

5. **Landlord's Default.** Tenant hereby agrees to provide Mortgagee with written notice of any casualty damage to the Premises and any default under the Lease by the Landlord. Notwithstanding the foregoing, Tenant agrees that Mortgagee shall have no obligation to remedy any such default and Mortgagee agrees that Tenant will not be liable to Mortgagee for failure to give notice under this section.

6. **Estoppel Certificate.** Tenant agrees at any time and from time to time, but not more than four times per calendar year, to execute, deliver and acknowledge to Landlord, to Mortgagee or to any third party designated by Landlord or by Mortgagee within 10 days following Landlord's or Mortgagee's written request therefor, (a) a statement in writing certifying that the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Tenant alleges), that rent has not been prepaid more than 1 month in advance, and specifying any further information about the Lease or the Premises which Landlord or Mortgagee or said third party may reasonably request; (b) a statement in writing that Tenant will recognize the Mortgagee as assignee of the Landlord's rights under the Lease; and (c) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Lease to any third party. Tenant understands that Mortgagee and/or prospective purchasers, other mortgagees or lessors of the Premises or any part thereof will rely on such certificates. Tenant's obligation to deliver such certificates within 10 days as described above is a material obligation of Tenant hereunder and under the Lease.

7. **Further Subordination.** Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Tenant will not (a) enter into any subordination agreement with any person other than Mortgagee; or (b) agree to attorn to or recognize any purchaser of the Property at any foreclosure sale under any lien other than that of the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgage on the Property).

8. Intentionally Deleted.

9. **Notice.** Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (a) actual delivery to such addressee at its address set out above, or (b) the third business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee as set forth in the Loan Agreement address set out above. By notice complying with this section, any party may from time to time designate a different address as its notice address.

10. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

11. **Recording.** The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

12. **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

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

**LASALLE BANK NATIONAL ASSOCIATION,**  
a national banking association

By: William M. Lloyd  
Name: William M. Lloyd  
Its: Vice President

**J. STEWART & COMPANY,**  
an Illinois corporation

By: [Signature]  
Name: DEBORAH J STEWART  
Its: PRES.

Property of Cook County Clerk's Office

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STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF   IL          )

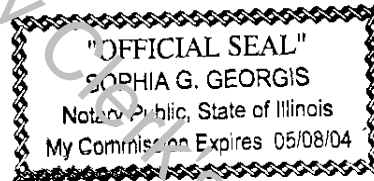
I,   SOPHIA G. GEORGIS  , a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT   WILLIAM M LLOYD  , personally known to me to be the   VICE PRESIDENT   of **LaSalle Bank National Association**, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said bank, as his/her free and voluntary act, and as the free and voluntary act and deed of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this   2ND   day of January, 2003.

  Sophia G. Georgis    
Notary Public

[Seal]

My Commission expires:   5/8/04  



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30208501

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF Cook        )

I, Karen A Krejci, a notary public in and for said-County, in the State aforesaid, DO HEREBY CERTIFY THAT Deloach Stewart, personally known to me to be the President of **J. Stewart & Company**, an Illinois corporation, organized and existing under the laws of the State of Illinois, 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 such he signed and delivered the said instrument pursuant to proper authority, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of January, 2003.

Karen A Krejci  
Notary Public

My Commission expires: 6/23/04



EXHIBIT A

LEGAL DESCRIPTION

ALL OF LOT 1 AND THE WEST ½ OF LOT 2 IN NORTHWEST INDUSTRIAL PARK UNIT NO. 1, BEING A SUBDIVISION OF THE NORTH 480 FEET OF THAT PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST LINE OF THE WEST ½ OF THE EAST ¼ OF SAID NORTHWEST ¼ OF SECTION 26, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 14, 1958, AS DOCUMENTS 1795857.

02-26-200-022

1400-1440 Hicks Rd

Rolling Meadows IL