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4 of 4 Documents (GLG-0345)
Order No. H449-9308 (CLTIC)

3056601

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SUBORDINATION AND ATTORNMENT AGREEMENT

This Subordination and Attornment Agreement ("Agreement") is made as of this 17th day of December, 1993, by and between **MORKOL, INC.**, an Illinois corporation ("Tenant"), and **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association ("Lender"), in Chicago, Illinois. \$35.50

T#0013 TRAN 0260 12/22/93 15:37:00
#0480 : *-03-056601
COOK COUNTY RECORDER

R E C I T A L S

A. In connection with that certain mortgage loan by Lender to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 1, 1993 and known as Trust Number 117592-06 (the "Landlord"), and the beneficiary of Landlord (the "Mortgage Loan") of even date herewith, Lender is the owner and holder of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement of even date herewith from Landlord recorded with the Cook County, Illinois Recorder of Deeds on _____ 1993 as Document No. 3056599, covering the land and building known as the 1240-50 Garnet, Northlake, Illinois and legally described in Exhibit A attached hereto and incorporated herein (the "Property") (said Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement, as the same shall be modified, amended, extended, renewed or supplemented from time to time, shall be referred to herein as the "Mortgage").

B. Tenant is the lessee of the Property under and pursuant to provisions of a certain Lease dated as of December 13, 1993 between Landlord and Tenant (said Lease as the same shall be modified, amended, extended, renewed or supplemented from time to time, shall be referred to herein as the "Lease").

C. Tenant and the shareholders of Tenant will derive significant financial advantage and economic benefits from assisting Landlord and the beneficiary of Landlord in obtaining the Mortgage Loan.

D. Lender has required the execution of this Agreement as a condition of making such Mortgage Loan to Landlord and its beneficiary.

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:
William F. Little, Esq.
Hollen & Coff
55 E. Monroe Street - Suite 4100
Chicago, Illinois 60603

Permanent Real Estate
Index No.:
12-30-100-020

Property Address:
1240-50 Garnet
Northlake, Illinois



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AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Subordination. The parties hereby agree that the Lease is and shall at all times be subject and subordinate in all respects to the lien of the Mortgage, to all indebtedness and obligations secured thereby, and to all renewals, modifications, extensions, substitutions, rearrangements and replacements thereof.

2. Attornment. If the interests of the Landlord in the Property and under the Lease or any portion thereof are acquired by Lender, whether by purchase and sale, foreclosure, deed in lieu of foreclosure or in any other proceeding made or brought to enforce the rights of Lender, or by any successor to Lender, including, without limitation, any purchaser at a foreclosure sale, at the election of Lender, in its sole discretion, Tenant shall be bound to Lender, its successors and assigns under all of the terms, covenants and conditions of the Lease for the balance of the term thereof, with the same force and effect as if they were named as landlord under the Lease, and Tenant will, at Lender's sole election, attorn to Lender, its successors and assigns as its landlord, said attornment to be effective and self-operative immediately upon Lender's or its successor's or assign's succeeding to the interests of the Landlord in the Property and under the Lease, without the execution of any other or further instruments on the part of any party hereto. Tenant covenants and agrees from time to time to do all acts and to execute all instruments as may reasonably be requested by Lender for the purposes of fully carrying out and effectuating the purpose and intent of this Agreement, whether by filing with any public office or agency or otherwise.

3. No Modification. Tenant agrees that during the term of the Lease, Tenant will not enter into any amendment, modification, cancellation or surrender of the Lease without Lender's prior written consent.

4. No Merger. Unless Lender shall otherwise expressly agree in writing, fee title to the Property and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the union of said estates either in Landlord, in Tenant or in any third party, by purchase, assignment or in any other matter.

5. Representations and Warranties. Tenant hereby represents and warrants to Lender that: (a) it knows of no default on the part of either party under the Lease; (b) the Lease is a complete statement of the agreement of the parties thereto with respect to the leasing of the Property; (c) the Lease is in full force and effect; and (d) all conditions to the commencement and

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continuing effectiveness of the Lease required to be satisfied by the date hereof have been satisfied.

6. **Notice to Lender.** Tenant shall give Lender copies of all notices and other communications given by Tenant to Landlord relating to (a) defaults on the part of Landlord under the Lease, (b) any violations of any ordinances, statutes, laws, rules, codes, regulations or requirements of any governmental agency having jurisdiction over the Property, and (c) any proposed or actual assignment or subletting of all or any portion of the Demised Premises. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity which Tenant may have as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereunder referred to as a "Landlord's Default"), Tenant shall provide Lender with a notice of Landlord's Default (the "Tenant's Notice"), which notice may be sent concurrently with any similar notice to Landlord, specifying the nature thereof and the remedy which Tenant will elect under the terms of the Lease or otherwise. Lender shall have thirty (30) days from the date of Tenant's Notice, or such greater time period as available to Landlord under the Lease, within which to commence to cure Landlord's Default and shall diligently proceed to complete such cure at all times thereafter. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Lender fails to commence within the time period set forth above or thereafter fails to diligently pursue a cure of any Landlord's Default.

7. **Access.** Notwithstanding the provisions of the Lease, if Tenant shall not have provided Lender with access to the Demised Premises, and if access is required to remedy such default, the period of time set forth in the Lease in which to remedy same shall not commence until such access is provided to Lender.

8. **Notices.** Notices shall be in writing and shall be given by personal delivery, overnight courier, or by mail addressed as set forth below. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the recipient's address. Notice by overnight courier shall be deemed effective twenty-four (24) hours after deposit with a commercial courier or delivery service for overnight delivery within the United States, or on the second (2nd) business day after deposit with an international second day delivery service (as applicable). Notice by mail shall be made by certified or registered mail, return receipt requested, postage prepaid, properly stamped, sealed and addressed, and shall be deemed effective on the second (2nd) business day after deposit in the United States mail. Either party may give notice of any change of address in accordance with the notice procedures described herein.

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TO TENANT:

Norkol, Inc.
11650 West Grand Avenue
Northlake, Illinois 60164
Attention: Lawrence S. Kolinski

TO LENDER:

American National Bank and
Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Guy Eisenhuth

9. Miscellaneous. This Agreement may not be amended or modified except by an agreement in writing signed by the party to be charged. If any action or proceeding is brought by any party against any other party arising from or related to this Agreement or the Lease, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. This Agreement shall be governed and construed under the laws of the State of Illinois. Time is of the essence. This document represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations and covenants.

[Signature Pages Follow]

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

TENANT:

NORKOL, INC.
an Illinois corporation

By: *Harold J. ...*
Its: *President*

Attest: *Harold J. ...*
Its: *Asst. Secy*

LENDER:

**AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,**
an national banking association

By: *Guy W. Eisenkrantz*
Its: *President - Elgin Division*

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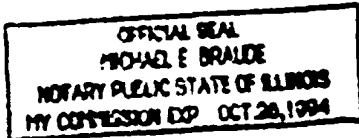
[Tenant]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MICHAEL E. BRAUDE, a Notary Public in and for said County in the State aforesaid, do hereby certify that LAWRENCE S. KOUZNETS, PRESIDENT of NORKOL, INC., an Illinois corporation, and DOMINICK FRASULON, ASSISTANT SECRETARY of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes set forth therein set forth.

Given under my hand and notarial seal on DECEMBER 17, 1993.

Michael E. Braude
Notary Public



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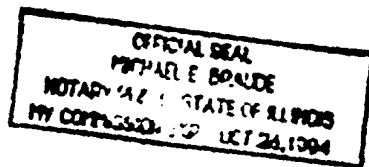
[Lender]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MICHAEL E. BRAUDE, a Notary Public in and for said County in the State aforesaid, do hereby certify that W. W. BODENHEIT, the President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Bank"), a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of December, 1990.

Michael E. Braude
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Lot 2 in Inland Industrial Subdivision, being a resubdivision in the Northwest Fractional Quarter (1/4) of Section 30, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded January 23, 1981 as Document Number 25749059, in Cook County, Illinois.

P.I.N. 12-30-100-020

Common Address: 1240-50 Garnet
Northlake, Illinois

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