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This Document Prepared by and after Recording return to:

Doc#: 0325810108
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 09/15/2003 04:38 PM Pg: 1 of 10

DEUTSCH, LEVY & ENGEL, CHARTERED
225 West Washington Street, Suite 1700
Chicago, Illinois 60606
Attn: Aaron B. Zarkowsky

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

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THIS AGREEMENT is made and entered into as of the 5th day of July, 2003, by and between Tioga Pipe Supply Company, Inc., ("Tenant"), LaSalle Bank National Association, not individually, but as successor Trustee to American National Bank and Trust Company of Chicago under Trust Agreement dated June 10, 1987 and known as Trust No. 102775-07 ("Landlord"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("Mortgagee").

RECITALS:

A. Mortgagee is the holder of a certain Mortgage and Security Agreement dated September 29, 1993 (as amended from time to time, "Mortgage") encumbering the Land (hereinafter defined) and securing a principal indebtedness in an amount equal to Nine Hundred Sixteen Thousand Six Hundred Sixty-Three Dollars (\$916,663).

B. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease") dated 7/1/03 with Landlord, pursuant to which Tenant leased certain premises ("Leased Premises") consisting of approximately 26,600 rentable square feet of space in the building ("Building") on the parcel of land ("Land") legally described in Exhibit A attached hereto (the Land and Building herein being collectively referred to as "Land").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

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1. Tenant represents and warrants to Mortgagee that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.

2. Tenant has executed and delivered to Mortgagee a certain Tenant Estoppel Certificate (the "Estoppel Certificate") dated on or about the date hereof. The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenant acknowledges that Mortgagee will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity 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 hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee not less than thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to obtain possession and control of the Land and to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.

4. Tenant covenants with Mortgagee that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Land shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards.

5. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee all leases affecting the Land, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee. Tenant further

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agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Mortgagee.

6. Mortgagee agrees that so long as Tenant is not in default under the Lease:

a. Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless Tenant is a necessary party under applicable law); and

b. The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

7. If Mortgagee or any future holder of the Mortgage shall become the owner of the Land by reason of foreclosure of the Mortgage or otherwise, or if the Land shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Land as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

a. Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

b. Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord);

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee with (A)

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notice of the Landlord's Default that gave rise to such offset or defense and (B) the opportunity to cure the same, all in accordance with the terms of Section 4 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Lease made without Mortgagee's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Land.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee: LaSalle Bank National Association
8303 W. Higgins Road
Suite 600
Chicago, Illinois 60631
Attn: Jerry Smulik

and to: DEUTSCH, LEVY & ENGEL, CHARTERED
225 West Washington Street, Suite 1700
Chicago, Illinois 60606
Attn: Aaron B. Zarkowsky, Esq.

To Tenant: Tioga Pipe Supply Company, Inc.
2450 wheatheap lane
Philadelphia PA 19137

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed

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received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

(Signature Page Follows)

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Tenant:

Tioga Pipe Supply Company, Inc., a PA Corporation

By: [Signature]
Name: David Keiser
Title: Ex VP

Landlord:

LaSalle Bank National Association, not individually, but as successor Trustee to American National Bank and Trust Company of Chicago under Trust Agreement dated June 10, 1987 and known as Trust No. 102775-07

By: [Signature]
Name: KATHLEEN E. SHIELDS
Title: Trust Officer

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Mortgagee:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: [Signature]
Name: Lori A. Clark
Title: AVP

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STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, a _____ of Tioga Pipe Supply Company, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on _____, 2003.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

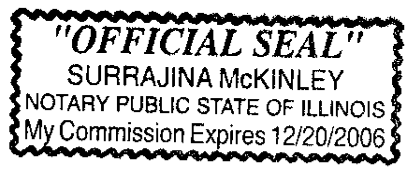
I Surrajina McKinley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KATHLEEN E. SHIELDS, Trust Officer of LaSalle Bank National Association, not individually, but as successor Trustee to American National Bank and Trust Company of Chicago under Trust Agreement dated June 10, 1987 and known as Trust No. 102775-07, 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of August, 2003.

Surrajina McKinley

Notary Public

My Commission Expires: 12/20/2006



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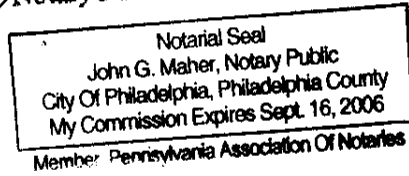
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STATE OF PENNSYLVANIA
COUNTY OF PHILA) SS.

I, John Maher, a Notary Public in and for said County in the State aforesaid, do hereby certify that David Keisen, a EX VP of Tioga Pipe Supply Company, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such EX VP, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on 7/2, 2003.

John G. Maher
Notary Public



STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Marianne C. Flanagan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ken A. Clark, AVP of LaSalle Bank National Association, not individually, but as successor Trustee to American National Bank and Trust Company of Chicago under Trust Agreement dated June 10, 1987 and known as Trust No. 102775-07, 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of August, 2003.

Marianne C. Flanagan
Notary Public

My Commission Expires: 05-03-2005



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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I Marianne C. Flanagan a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lori A. Clark, Assistant Vice President of LaSalle Bank National Association, 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on Aug. 20, 2003.

Marianne C. Flanagan
 Notary Public



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LEGAL DESCRIPTION

PARCEL 1:

Lot 2 (except that part lying North West of a curved line convexed Northwesterly with radius of 191.5 feet being tangent to the North side of said Lot 2, 191.5 feet East of the North West corner and running thence Southwesterly to the West side) also that part of Lot 3 lying North West of a curved line convexed Northwesterly with radius of 191.5 feet being tangent to the North side of said Lot 3, 191.5 feet East of the North West corner and running thence Southwesterly to the West side; all in Second Industrial Subdivision, Clearing, Illinois, being a subdivision of the West 678 feet of the East 1955 feet of the South $\frac{1}{2}$ of the North East $\frac{1}{4}$ of section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The North 16 feet of Lot 2 (except that part lying West of a curved line convexed Northwesterly with a radius of 191.5 feet being tangent to the North line of said Lot 3, 191.5 feet East of the North West corner thereof and running thence Southwesterly to the South line of said North 16 feet); all in the Second Industrial Subdivision, Clearing, Illinois, being a subdivision of the West 678 feet of the East 1955 feet of the South $\frac{1}{2}$ of the North East $\frac{1}{4}$ of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

That part of Lots 1 and 2 in Second Industrial Subdivision, Clearing, Illinois, a Plat of Subdivision of the West 678 feet of the East 1955 feet of the South $\frac{1}{2}$ of the North East $\frac{1}{4}$ of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Beginning at a point on the North line of the South 43 feet of Lot 1 aforesaid, which is 220.05 feet East of the West line thereof; thence East parallel to the South line of said Lot 1 to the East line thereof; thence South along said line 43 feet to the East corner between Lots 1 and 2 aforesaid; thence West along the line between said lots to the point of tangency of a curve which is 191.50 feet East of the West corner between said Lots 1 and 2; thence Southwesterly along a curved line, curve convex to the North West and having a radius of 191.50 feet to an intersection with the West line of Lot 2 aforesaid; thence North along the West line of said Lot 2 a distance of 18.50 feet; thence Northeasterly on a curved line, curve convex to the North West and having a radius of 220.22 feet, a distance of 330.80 feet to the point of beginning which is also the point of tangency of the last described curved with the North line of the South 43 feet of Lot 1 in Second Industrial Subdivision aforesaid.

PARCEL 4:

That part of Lot 1 lying North of the South 43 feet and East of the West 496.33 feet (the East line of said West 496.33 feet being also a line drawn 165.39 feet West of and parallel to the East line of said Lot 1), in the Second Industrial Subdivision, Clearing, Illinois, according to a Plat of the Subdivision of the West 678 feet of the East 1955 feet of the South $\frac{1}{2}$ of the North East $\frac{1}{4}$ of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, recorded November 14, 1912 as Document 5081284, in Cook County, Illinois.

Permanent Index Number: 19-20-216-045

6532-34 S. MERAND, BEDFORD PARK, IL