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Prepared by:
Amanda A. Schwob
Fox, Heiter, Swibel, Levin & Carroll, LLP
321 North Clark Street
Suite 3300
Chicago, Illinois 60610

Doc#: 0421801240
Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 08/05/2004 11:43 AM Pg: 1 of 9

After recording, return to
Barbara C. Raffaldini
PACHTER, GREGORY & FINOCCHIARRO, p.c.
79 Estate Drive, Suite 150
Deerfield, IL 60015

8209718 (9)

J. Angelakos BA

Permanent Real Estate
Tax Index No.: 07-11-300-010-0000

Address:
1555-1559 N. Basswood Road
Schaumburg, Illinois 60173

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Re: ORIENTAL MOTOR U.S.A. CORPORATION

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into this 20th day of July, 2004, by and between ORIENTAL MOTOR USA CORPORATION, a California corporation (the "tenant"), and MIDWEST BANK OF HINSDALE, a state bank ("Mortgagee").
Midwest Bank and Trust Company

RECITALS

Tenant entered into that certain Lease (as hereinafter defined) dated June 20, 2001, with Basswood 2001 LLC, an Illinois limited liability company whereby Tenant leases the premises described in said Lease which premises are hereinafter referred to as the "Leased Premises" and are situated upon certain real estate legally described in Exhibit A attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendments, assignments or modifications thereof, whether now or hereafter existing, shall be hereinafter referred to as the "lease";

Box 400-CTCC

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SC Industrial I, LLC ("Landlord"), an Illinois limited liability company, is purchasing the Real Estate and assuming the obligations of landlord under the Lease;

There has been or will be executed and delivered by Landlord to Mortgagee a Mortgage and Security Agreement and an Assignment of Rents and Leases relating to the real estate (collectively, the "Mortgage") encumbering the real estate; and

Mortgagee, as a condition to making the loan secured by the Mortgage, has requested the execution of this Agreement, and Tenant is willing to execute this Agreement, to induce Mortgagee to make the loan.

ACCORDINGLY, in consideration of the mutual covenants and agreements herein contained and in consideration of Ten and No/100 (\$10.00) Dollars, by each of the parties hereto paid to the other, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the Real Estate, and to all renewals, modifications, consolidations, replacements, and extensions thereof 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, to the full extent of the principal sum secured thereby and interest accrued and from time to time unpaid thereon.

2. Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or any other loan documentation given to the Mortgagee in support of and secured by the Mortgage, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction directs otherwise.

3. So long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease, or any of its obligations to the Mortgagee separate and apart from the Lease, Mortgagee covenants and agrees:

(a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the notes or other obligations secured thereby;

(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 affected by (i) any suit, action or proceeding upon the Mortgage or the notes or other obligations secured thereby, or 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 by the exercise of any other rights given to any holder of the

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Mortgage or other documents as a matter of law, or (ii) any default under the Mortgage or the notes or other obligations secured thereby;

(c) All condemnation awards and insurance proceeds paid or payable with respect to the Leased Premises and received by Mortgagee shall be applied and paid in the manner set forth in the Lease, subject only to the Mortgagee's customary and reasonable disbursement requirements; and

(d) Neither the Mortgage nor any other security instrument executed in connection therewith shall cover or be construed as subject in any manner to the lien thereof, any trade fixtures, signs or other personal property at any time furnished or installed by or for Tenant or its subtenants or licensees on the Leased Premises regardless of the manner or mode of attachment thereof.

4. In the event that the Mortgagee or its designee shall succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of any portion or all of the Real Estate of which the Leased premises constitutes a part, all rights and obligations under the Lease to continue as though the interest of Landlord has not terminated or such foreclosure proceeding had not been brought, and the Tenant shall have the same remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under said documents against the Landlord; provided, however, that the Mortgagee, designee or purchaser shall not be:

(a) liable for any act or omission of any prior landlord, provided, however, that nothing in this subparagraph shall be deemed to waive any right of offset which Tenant may have in the Lease or elsewhere in this Agreement against any prior landlord;

(b) subject to any offsets or defenses which the Tenant might have against any prior landlord, unless Tenant shall have delivered to Mortgagee written notice of the default which gave rise to such offset or defense and permitted Mortgagee the same right to cure such default as permitted Landlord under the Lease;

(c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord; or

(d) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

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5. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

6. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

7. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Mortgagee to Tenant shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Tenant at:

ORIENTAL MOTOR U.S.A. CORPORATION
2580 West 237th Street
Torrance, California 90505

or to such other address as Tenant may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by Tenant to Mortgagee shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Mortgagee at:

Midwest Bank and Trust Company
~~MIDWEST BANK OF HINSDALE, ILL~~
500 West Chestnut
Hinsdale, IL 60525
Attention: Karen De Boer

or to such other address as Mortgagee may from time to time designate by written notice to Tenant given as herein required. Notice, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when personally delivered or two (2) days after the time such notice, demand or requests shall be deposited in the mails.

8. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations and liabilities of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned; and provided further, that the interest of Tenant under this Agreement may not be transferred or assigned, by operation of law or otherwise, without Mortgagee's, or its successors' or assigns' prior written consent.

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The parties hereto have executed this Agreement the day and year first above written.

TENANT:

ORIENTAL MOTOR U.S.A. CORPORATION

By: _____
Its: _____

MORTGAGEE:

Midwest Bank and Trust Company

~~MIDWEST BANK OF HINSDALE~~

By: Karen M. Bee
Its: Vice President

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8. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations and liabilities of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned; and provided further, that the interest of Tenant under this Agreement may not be transferred or assigned, by operation of law or otherwise, without Mortgagee's, or its successors' or assigns' prior written consent.

The parties hereto have executed this Agreement the day and year first above written.

TENANT:

ORIENTAL MOTOR U.S.A. CORPORATION

By: *[Signature]*
Its: VP OF SALES

MORTGAGEE:

MIDWEST BANK OF MUNDY

By: _____
Its: _____

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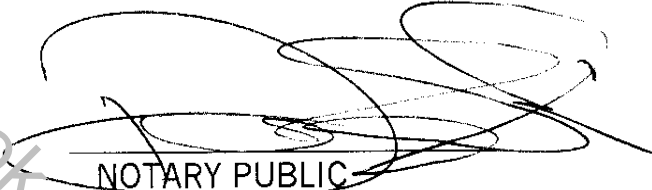
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STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Denise Schneider a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY THAT
Pete DeRose, the _____ of ORIENTAL
MOTOR U.S.A. CORPORATION (the "Tenant"), 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 or she signed, sealed and delivered said instrument as
his or her own free and voluntary act, and as the free and voluntary act of said
Tenant, for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 27th day of
July 2004.

[SEAL]


NOTARY PUBLIC

My commission expires: 6/27/06

"OFFICIAL SEAL"
DENISE SCHNEIDER
Notary Public, State of Illinois
My Commission Expires 06/27/2006

County of Cook County Clerk's Office

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008209718 D1
 STREET ADDRESS: 1555 BASSWOOD
 CITY: SCHAUMBURG COUNTY: COOK
 TAX NUMBER: 07-11-300-010-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 18 IN WOODFIELD BUSINESS CENTER UNIT 7, BEING A RESUBDIVISION OF PART OF LOTS 1, 8, 11 AND 12 AND ALL OF LOT 14 IN WOODFIELD BUSINESS CENTER A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED MAY 19, 1980 AS DOCUMENT 25360445,

EXCEPTING THAT PART DEDICATED FOR PUBLIC STREET DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SAID LOT 18, THENCE NORTH 86 DEGREES, 22 MINUTES, 42 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 18 A DISTANCE OF 33.07 FEET; THENCE SOUTH 0 DEGREES, 03 MINUTES, 16 SECONDS WEST 245.89 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BASSWOOD ROAD AS DEDICATED FOR PUBLIC STREET PER PLAT OF WOODFIELD BUSINESS CENTER, BEING, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 9, 1979 AS DOCUMENT 25234483, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED MARCH 14, 1980, AS DOCUMENT 25391836; THENCE IN A WESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 34.94 FEET TO A SOUTHWEST CORNER OF SAID LOT 18, THE CHORD OF SAID ARC HAVING A LENGTH OF 34.45 FEET AND A BEARING OF NORTH 73 DEGREES, 10 MINUTES, 44 SECONDS WEST; THENCE NORTH 0 DEGREES, 08 MINUTES, 16 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 233.84 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE CUL-DE-SAC AT THE NORTH END OF BASSWOOD ROAD LYING EAST OF A LINE DRAWN 33.00 FEET EAST OF THE CENTER LINE OF BASSWOOD ROAD, AND LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 18 IN WOODFIELD BUSINESS CENTER UNIT 7, SAID BASSWOOD ROAD CUL-DE-SAC BEING HERETOFORE DEDICATED FOR PUBLIC STREET PER PLAT OF WOODFIELD BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED NOVEMBER 9, 1979 AS DOCUMENT 25234483, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED MARCH 14, 1980, AS DOCUMENT 25391836, SAID WOODFIELD BUSINESS CENTER UNIT 7, BEING A RESUBDIVISION OF PART OF LOTS 1, 8, 11 AND 12 AND ALL OF LOT 14 IN WOODFIELD BUSINESS CENTER, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.