



Doc#: 0423011007
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 08/17/2004 09:23 AM Pg: 1 of 10

Doc#: 0422542324
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 08/12/2004 01:22 PM Pg: 1 of 10

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Record and return to:

Blackwell Sanders Peper Martin LLP
720 Olive Street, 24th Floor
St. Louis, Missouri 63101
Attn: Leslie Hofer

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENMENT AGREEMENT
Loan No. 754015

THIS AGREEMENT, made and entered into as of the 10 day of August, 2004, by and between PRINCIPAL COMMERCIAL FUNDING, LLC, a Delaware limited liability company, with a principal office at c/o Principal Real Estate Investors, LLC, 801 Grand Avenue, Des Moines, Iowa 50392-1360 (hereinafter called "Lender"), KILBOURN VENTURE, LLC, a Delaware limited liability company, having a principal place of business and post office address at c/o Bradley Associates, L.L.C., 225 North Michigan Avenue, 11th Floor, Chicago, Illinois 60601 as to an undivided 53.6363% interest, SE KILBOURN, LLC, a Delaware limited liability company, with an address at c/o Bradley Associates, L.L.C., 225 North Michigan Avenue, 11th Floor, Chicago, Illinois 60601 as to an undivided 22.7273% interest, WM KILBOURN, LLC, a Delaware limited liability company, with an address at c/o Bradley Associates, L.L.C., 225 North Michigan Avenue, 11th Floor, Chicago, Illinois 60601 as to an undivided 11.8182% interest, and CM KILBOURN LLC, a Delaware limited liability company, with an address at c/o Bradley Associates, L.L.C., 225 North Michigan Avenue, 11th Floor, Chicago, Illinois 60601 as to an undivided 11.8182% interest as Tenants in Common (hereinafter called "Lessor"), and ALLIED BUILDING PRODUCTS CORP., a New Jersey Corporation, with its principal office at 15 East Union Ave. East Rutherford, N.J. 07073 (hereinafter called "Lessee");

WITNESSETH: Re-Recording to correct chain of Title

WHEREAS, Lessee has by a written lease dated October 31, 2003, as amended by First Amendment to Lease dated June 30, 2004, and as assigned by Assignment of Lease dated June 30, 2004 (hereinafter called the "Lease") leased from Lessor all or part of certain real estate and improvements thereon located in the city of Oak Forest, state of Illinois, as more particularly described in Exhibit A attached hereto (the "Demised Premises"); and

WHEREAS, Lessor is encumbering the Demised Premises as security for a loan (the "Loan") from Lender to Lessor (the "Mortgage"); and

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WHEREAS, Lessee, Lessor and Lender have agreed to the following with respect to their mutual rights and obligations pursuant to the Lease and the Mortgage;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each party to the other and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

(1) Lessee's interest in the Lease and all rights of Lessee thereunder, including but not limited to, any purchase option or right of first refusal in connection with a sale of the Demised Premises, if any, shall be and are hereby declared subject and subordinate to the Mortgage upon the Demised Premises and its terms, and the term "Mortgage" as used herein shall also include any amendment, supplement, modification, renewal, refinance or replacement thereof. Lender further agrees not to join Lessee in any foreclosure proceeding except to the extent necessary under applicable law, but such joinder shall not be in derogation of the rights of Lessee as set forth in this Agreement.

Notwithstanding anything herein to the contrary, Lender agrees to recognize Lessee's purchase option or right of first refusal only to the extent the purchase price for the sale of the Demised Premises is paid directly and immediately to Lender and is sufficient to pay in full the then outstanding indebtedness under the Loan, including any applicable premium.

(2) In the event of any foreclosure of the Mortgage or any conveyance in lieu of foreclosure, provided that the Lessee shall not then be in default beyond any grace period under the Lease and that the Lease shall then be in full force and effect, then Lender shall neither terminate the Lease nor join Lessee in foreclosure proceedings, nor disturb Lessee's possession, and the Lease shall continue in full force and effect as a direct lease between Lessee and Lender. In the event Lender, its successors and/or assigns acquire the Demised Premises through foreclosure proceedings, deed-in-lieu of foreclosure, or otherwise such event shall not activate Lessee's purchase option or right of first refusal.

(3) After the receipt by Lessee of notice from Lender of any foreclosure of the Mortgage or any conveyance of the Demised Premises in lieu of foreclosure, Lessee will thereafter attorn to and recognize Lender or any purchaser at any foreclosure sale or otherwise as its substitute lessor on the terms and conditions set forth in the Lease.

(4) Lessee hereby agrees that if Lessee has the right to terminate the Lease or to claim a partial or total eviction, or to abate or reduce rent due to a Lessor default under the Lease, Lessee will not exercise such right until it has given written notice to Lender, and Lender has failed within thirty (30) days after both receipt of such notice and the date when it shall have become entitled to remedy the same, to commence to cure such default and thereafter diligently prosecute such cure to completion within ninety (90) days of Lender's commencement to cure such default.

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(5) There shall be no merger of the Lease or the leasehold estate created thereby with any other estate in the Demised Premises, including without limitation the fee estate, by reason of the same person or entity acquiring or holding, directly or indirectly, the Lease and said leasehold estate and any such other estate.

(6) This Agreement and its terms shall be governed by the laws of the state where the Demised Premises are located and shall be binding upon and inure to the benefit of Lender, Lessor and Lessee and their respective successors and assigns, including, without limitation, any purchase at any foreclosure sale or otherwise. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties.

(7) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute but one agreement.

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IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.



PRINCIPAL COMMERCIAL FUNDING, LLC,
a Delaware limited liability company,

By: PRINCIPAL REAL ESTATE INVESTORS, LLC,
a Delaware limited liability company,
its authorized signatory

By: [Signature]
Name: Carol L. Kraayenbrink
Title: Director Closing

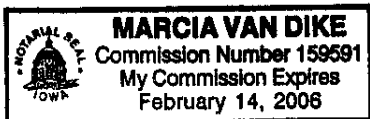
By: [Signature]
Name: C. Kraayenbrink
Title: Director Closing

STATE OF Iowa)
COUNTY OF Polk) SS

The foregoing instrument was acknowledged before me this 7th day of Aug., 2004, by Carol L. Kraayenbrink, as Director and C. Kraayenbrink, as Director of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, as authorized signatory of PRINCIPAL COMMERCIAL FUNDING, LLC, a Delaware limited liability company, on behalf of the limited liability company. Witness my hand and official seal.

NOTARY PUBLIC,
sign Marcia Van Dike
print name MARCIA VAN DIKE
serial number (if any): _____

My commission expires: _____



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IN WITNESS WHEREOF, Borrower and Lender have hereunto caused this Agreement to be executed on the date first above written.

BORROWER:

SE Kilbourn, LLC, a Delaware limited liability company

By: Sally Elaine Eastman

Name: Sally Elaine Eastman

Its: Sole Member

STATE OF In)
) SS
COUNTY OF Delaware)

I HEREBY CERTIFY that on this 2nd day of ~~July~~ ^{AUGUST}, 2004, before me, the undersigned, a notary public in and for the County and State aforesaid, and duly commissioned, personally appeared Sally Elaine Eastman, known to me to be the Sole Member of SE KILBOURN, LLC, a Delaware limited liability company, who being by me duly sworn, did depose and say that she resides in MUNCIE, INDIANA, that she is the Sole Member of SE Kilbourn, LLC, a Delaware limited liability company and who executed the foregoing instrument; that she knows the seal of said company; that the seal affixed to said instrument is the seal of said company; that, on behalf of said company and by order of its members, she, signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and her free and voluntary act and deed; and that she signed her name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Sarah V McLeod
Notary Public
Sarah V McLeod

[SEAL]

My Commission expires:

July 9, 2011

This Instrument was drafted by:

Courtney L. Green
Blackwell Sanders Peper Martin LLP
c/o Principal Real Estate Investors, LLC
801 Grand Avenue
Des Moines, Iowa 50392-1360

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IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.

ALLIED BUILDING PRODUCTS CORP.,
a New Jersey Corporation,
Lessee

By: [Signature]
 Name: Charles Egan
 Title: Secretary & General Counsel

By: [Signature]
 Name: Donald Keating
 Title: Asst. Sec.

STATE OF New Jersey)
) SS
COUNTY OF Bergen)

On this 6 day of August, 2004, before me appeared Charles Egan and Donald Keating to me personally known, who, being by me duly sworn did say that he/she/they is/are a Secretary & General Counsel and Assistant Secretary of ALLIED BUILDING PRODUCTS CORP., a New Jersey Corporation, and that he/she/they has/has been authorized to execute this instrument on behalf of ALLIED BUILDING PRODUCTS CORP., and that he/she/they executed the same as his/her/their free act and deed.

WITNESS my hand and official stamp or seal, this 6th day of August, 2004.
[Signature]
Notary Public

My Commission Expires: 5/6/2008

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EXHIBIT A Legal Description

PARCEL 1:

LOTS 7 AND 8 IN OAK FOREST INDUSTRIAL PARK UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4, SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 17 AND 18 IN OAK FOREST INDUSTRIAL PARK UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL 1/4, SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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