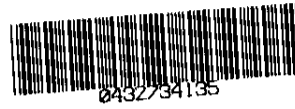


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This instrument was drafted by
and after recording return to:

Schuyler, Roche & Zwirner
One Prudential Plaza
130 East Randolph Street, Suite 3800
Chicago, IL 60601
Attention: Robert M. Horwitch, Esq.



Doc#: 0432734135
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 11/22/2004 03:16 PM Pg: 1 of 7

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (this "Agreement") is made and entered into as of May 27, 2004, by and between EPCO Supply, Inc., an Illinois corporation ("Tenant"), Petersen Family Wealth Limited Partnership, an Illinois limited partnership ("Landlord") and Midwest Bank & Trust Company ("Lender").

WITNESSETH:

Whereas, Landlord and Tenant are the existing landlord and existing tenant, respectively, under that certain Store Lease dated May 27, 2004 ("Lease") pursuant to which Landlord is leasing the premises described in the Lease ("Premises") to Tenant, such Premises being a portion of the ground floor of the building commonly known as 4020 West Irving Park Road, Chicago, Illinois;

Whereas, Landlord has mortgaged the real property described on Exhibit A attached hereto (the "Mortgaged Property") of which the Premises constitutes a part by a certain mortgage to Lender dated September 18, 2002 and recorded with the Recorder of Deeds of Cook County, Illinois, on October 10, 2002 as Document No. 0021117091 and by a certain additional mortgage to Lender dated April 11, 2003 and recorded with the Recorder of Deeds of Cook County, Illinois, on April 30, 2003 as Document No. 0312039075 (such mortgages hereinafter both singly and collectively called the "Mortgages");

Whereas, Tenant desires to insure its peaceful and quiet use and enjoyment of the Premises permitted by the Lease; and

Whereas, Landlord, Tenant and Lender are willing to agree that the Lease shall be subject and subordinate to the Mortgages, but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Mortgages, or if Lender or a purchaser at foreclosure or other sale succeeds to Landlord's interest with respect to any part of the Mortgaged Property.

Now, Therefore, in consideration of the mutual agreements herein contained, Tenant, Landlord and Lender agree as follows:

1. Consent; Subordination. Lender accepts and approves Tenant as the tenant under the Lease. The Lease shall be, and the same is hereby made, subject and subordinate to the Mortgages (including, without limitation, the casualty and condemnation provisions of the

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Lease, which are hereby subordinated to the Mortgages) and to any and all of the following additional matters (any one or more of such following additional matters hereinafter both singly and collectively called the "Additional Matters") increases, renewals, modifications, extensions, substitutions, restatements, replacements and/or consolidations of the Mortgages, provided, however, no such Additional Matters adversely affect the rights, interests, benefits and entitlements of Tenant under this Agreement, including, but limited to Paragraph 3 of this Agreement.

2. Tenant Not to be Named. Lender will not name Tenant as a party-defendant, or otherwise join Tenant or disturb Tenant's possession under the Lease, in any suit for foreclosure of the Mortgages unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such suit for foreclosure.

3. Non-Disturbance. If any proceedings are brought by Lender to (a) foreclose the Mortgages or (b) to succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, Landlord, Tenant and Lender agree that the Lease shall in accordance with all its terms, conditions and covenants remain in full force and effect as a direct lease between Lender and Tenant for the unexpired balance (and any extensions or renewals provided for in the Lease, including, without limitation, any extensions or renewals pursuant to options and rights contained in the Lease in favor of Tenant and previously, at that time or thereafter exercised by Tenant) of the term of the Lease, with the same force and effect as if originally entered into with Lender; and Tenant's possession of the Premises and rights, options, privileges and remedies under the Lease shall not be diminished, interfered with or disturbed by Lender by such foreclosure under the Mortgages or by any such attempt to foreclose or to succeed to the interest of Landlord by foreclosure, deed in lieu thereof, or otherwise.

4. Attornment. In the event of any such foreclosure or succession to the interest of Landlord by deed in lieu thereof or otherwise by Lender or by any purchaser of such interest through foreclosure or other sale, Tenant shall attorn to and shall be bound to Lender or such purchaser under all of the terms, conditions and covenants in the Lease for the unexpired balance (and any extensions or renewals provided for in the Lease, including, without limitation, any extensions or renewals pursuant to options and rights contained in the Lease in favor of Tenant and previously, at that time or thereafter exercised by Tenant) of the term of the Lease without the execution of any further instrument on the part of the parties hereto.

5. Assignment of Lease. Tenant hereby acknowledges that all of Landlord's right, title and interest as landlord under the Lease is being duly assigned to Lender pursuant to the terms and provisions of the Mortgages, and that pursuant to the terms thereof all rental payments under the Lease shall continue to be paid to Landlord in accordance with the terms of the Lease unless and until Tenant is otherwise notified in writing by Lender. Upon receipt of any such written notice from Lender, Tenant covenants and agrees to make payment of all rental payments then due or to become due under the Lease directly to Lender or to Lender's agent designated in such notice, whether or not Lender has made entry or become mortgagee in possession pursuant to the Mortgages or otherwise, and to continue to do so until otherwise notified in writing by Lender. Landlord hereby irrevocably directs and authorizes Tenant to make rental payments directly to Lender following receipt of such notice, and covenants and agrees that Tenant shall have the right to rely on such notice without any obligation to inquire as to whether any default exists under the Mortgages or the indebtedness secured thereby, and notwithstanding any notice or claim of Landlord to the contrary, and that Landlord shall have no right or claim against Tenant for or by reason of any rental payments made by Tenant to Lender

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following receipt of such notice. Tenant and Landlord further acknowledge and agree that: (a) except as provided under the Lease, the Lease cannot be terminated (nor can Landlord accept the surrender of the Lease) or consent be given to the waiver or release of Tenant from the performance or observance of any obligation under the Lease, without the prior written consent of Lender, and without such consent no rent may be collected or accepted by Landlord more than one month in advance, and (b) that the interest of Landlord as landlord under the Lease has been assigned to Lender, and Lender assumes pursuant to such assignment no duty, liability or obligation under the Lease.

6. Notice of Default by Landlord. Tenant, as Tenant under the Lease, hereby covenants and agrees to give Lender written notice properly specifying wherein Landlord under the Lease has failed to perform any of the covenants or obligations of Landlord under the Lease, simultaneously with the giving of any notice of such default to Landlord under the provisions of the Lease. Tenant agrees that Lender shall have the right, but not the obligation, within the same time period as is provided to Landlord under the Lease to correct or remedy, or cause to be corrected or remedied, each such default before Tenant under the Lease may take any action under the Lease by reason of such default.

7. Notices. Whenever in this Agreement or in any proceedings involving the foreclosure of or attempt to foreclose the Mortgages or exercise of any power of sale it shall be required or desired that notice or demand be given or served by any party hereto, such notice or demand shall be in writing and shall be given by United States certified or registered mail, postage prepaid, return receipt requested, or by messenger or overnight delivery, addressed to the party for whom it is intended at the following addresses:

To Tenant: EPCO Supply, Inc.
2538 Green Bay Road
Evanston, IL 60201
Attention: Mark Puls, President

with a copy to: Schuyler, Roche & Zwirner
One Prudential Plaza
130 East Randolph Street, Suite 3800
Chicago, IL 60601
Attention: Robert M. Horwitch

To Lender: Midwest Bank & Trust Company
1606 North Harlem Avenue
Elmwood Park, IL 60707
Attention: Steve Conti, Vice President

To Landlord: Petersen Family Wealth Limited Partnership
4035 Bunker Lane
Wilmette, IL 60091
Attention: H. Kenneth Petersen

or to such other addresses as may hereafter be designated by either party by notice to the other given in accordance with this paragraph. Notice shall be deemed given when actually received or refused.

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8. Successors and Assigns. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

9. Release. This Agreement shall remain in full force and effect until such time as the Mortgages are released of record and no longer affect the Mortgaged Property.

10. Recording. The parties hereto agree that this Agreement may be recorded in the public records in the county where the Premises are located.

(Document continues on the next page being page 5 and the signature page)

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IN WITNESS WHEREOF, Lender, Landlord and Tenant have executed this Agreement as of the day and year first above written.

TENANT:

EPCO SUPPLY, INC., an Illinois corporation

By: Mark R. Puls
Name: Mark Puls
Title: President

LANDLORD:

PETERSEN FAMILY WEALTH LIMITED PARTNERSHIP, an Illinois limited partnership

By: The Lottie C. Petersen Living Trust
Dated May 14, 1990

By: Lyle Petersen
Lyle Petersen, Trustee

By: H. Kenneth Petersen
H. Kenneth Petersen, Trustee

LENDER:

MIDWEST BANK & TRUST COMPANY

By: Steve Conti
Name: Steve Conti
Title: Vice President

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EXHIBIT A TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY

The east 81.35 feet of Lot 11 and the east 15 feet of the west 100 feet of Lot 11 and the west 25 feet of the south 131.70 feet of Lot 10 in the resubdivision of Block 22 in Irving Park, a subdivision of the southeast quarter of Section 22, Township 40 north, Range 13, east of third principal meridian in Cook County, Illinois.

Address of property:
4020 W. Irving Park Road
Chicago, IL

Permanent Index No.: 13-15-424-020

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