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***This Document Prepared By And
When Recorded Return To:***

Richard C. Jones, Jr., Esq.
Tina M. Jacobs, Esq.
Tonya M. Parravano, Esq.
JONES & JACOBS
77 West Washington Street
Suite 2100
Chicago, Illinois 60602
(312) 419-0700



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Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 12/30/2004 01:06 PM Pg: 1 of 11

For Recorder's Use Only

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of December 16, 2004 among GHAZY SALMAN and BASSAM SALMAN (hereinafter jointly referred to as "**Landlord**"), TIGER DISTRIBUTING, INC., an Illinois corporation ("**Tenant**"), and PRAIRIE BANK AND TRUST COMPANY, an Illinois banking association ("**Lender**").

WITNESSETH:

- A. Landlord is the record owner of the real property commonly known as 12650 South Springfield, Alsip, Illinois, as legally described in Exhibit A attached hereto, including the building and all improvements located thereon ("**Property**");
- B. On or about December 1, 2004, Tenant and Landlord entered into that certain Lease (the "**Lease**"), pursuant to which Tenant leases the Property (the "**Demised Premises**").
- C. Landlord has executed and delivered to Lender a certain Mortgage, Security Agreement and Financing Statement dated December 16, 2004 and a certain Second Mortgage dated December 16, 2004, which are to be recorded with the Cook County Recorder of Deeds, Cook County, Illinois (the "**Mortgages**"), pledging the Property as security for a certain Promissory Note dated December 16, 2004 and a certain Revolving Credit Note dated December 16, 2004 (the "**Notes**").
- D. The parties hereto desire to establish certain rights, safeguards, obligations and priorities with respect to their respective interests by means of this Agreement.

NOW, THEREFORE, in consideration of the respective covenants made herein and of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. **Subordination.** The Lease between Landlord and Tenant, as supplemented, amended and assigned from time to time, and any sublease at any time executed by the Tenant, shall be subordinate, inferior and secondary to the liens of the Mortgages placed against the Property by

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Landlord in favor of Lender and to any renewal, modification and extension of such Mortgages and the Notes secured thereby.

2. **Non-Disturbance.** In the event of foreclosure of the Mortgages or other enforcement of Lender's rights therein, which foreclosure or enforcement occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, and Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable grace or cure period, Lender agrees on behalf of itself, its successors and assigns, and on behalf of any purchaser at such foreclosure or sale, that Tenant shall not be disturbed in the quiet and peaceful possession of the Demised Premises.

3. **Attornment.** In the event of foreclosure of the Mortgages or other enforcement of Lender's rights therein, which foreclosure or enforcement occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, Tenant shall attorn to Lender and recognize Lender as its Landlord under the Lease, and Lender shall recognize and accept Tenant as its Tenant thereunder, whereupon the Lease shall continue, without further agreement, in full force and effect as if a direct lease between Lender and Tenant for the remainder of the term thereof, together with all extensions and renewals now provided thereunder, upon the same terms, covenants and conditions as therein provided, and Lender shall thereafter assume and perform all of Landlord's obligations as Landlord under the Lease with the same force and effect as if Lender was originally named therein as Landlord and Tenant shall thereafter make all rent payments directly to Lender. The parties agree that Lender shall not:

(a) be liable for any previous act or omission of Landlord under the Lease (unless such liability continues during the period that Lender owns the Property);

(b) be subject to any off-set, defense or counterclaim which shall have theretofore accrued to Tenant against Landlord (unless the event or circumstances giving rise to such off-set, defense or counterclaim continues during the period that Lender owns the Property);

(c) be bound by any previous modification of the Lease not expressly provided for in the Lease, or by any previous prepayment of rent or additional rent for more than one month which Tenant might have paid to Landlord, unless such modification or prepayment shall have been expressly approved in writing by Lender; and

(d) be liable for any security deposited under the Lease unless such security has been physically delivered to Lender.

4. **Further Documents.** The foregoing provisions shall be operative and effective without the execution of any further instruments. Tenant agrees, however, to execute and deliver to Lender or to any person to whom Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to evidence and effectuate said provisions.

5. **Notice and Cure.** Tenant agrees that if it alleges a default by Landlord under the Lease:

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(a) a copy of each notice given to Landlord pursuant to the Lease shall also be given to Lender, and no such notice shall be effective for any purpose under the Lease unless so given to Lender; and

(b) if Landlord shall fail to cure any default within the time prescribed by the Lease, if any, Tenant shall give further notice of such fact to Lender. Lender shall be allowed such additional time as may be reasonably necessary to cure such default and so long as Lender shall be proceeding diligently to cure the defaults that are reasonably susceptible of cure no such default shall operate or permit Tenant to terminate this Lease.

6. **Notices.** All notices, demands and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given when personally served or if sent by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

IF TO LENDER: PRAIRIE BANK AND TRUST COMPANY
7661 South Harlem Avenue
Bridgeview, Illinois 60455
Attn: Ms. June A. Novotny
Vice President

IF TO LANDLORD: Bassam Salman and Ghazy Salman
12631 South Mansfield
Alsip, Illinois 60803

IF TO TENANT: TIGER DISTRIBUTING, INC.
c/o Jamil B. Atiyeh
12650 South Springfield
Alsip, Illinois 60803

7. **Binding Effect.** The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. **Choice of Law.** This Agreement shall be governed by the laws of the State of Illinois.

9. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the date first above written.

LANDLORD:


BASSAM SALMAN


GHAZY SALMAN

TENANT:

TIGER DISTRIBUTING, INC.

By: _____
Name: _____
Its: _____

LENDER:

**PRAIRIE BANK AND TRUST
COMPANY, an Illinois banking association**

By: _____
June A. Novotny
Vice President

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IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the date first above written.

LANDLORD:

TENANT:

BASSAM SALMAN

TIGER DISTRIBUTING, INC.

By: Jalil A. Ajaj
Name: Jalil A. Ajaj
Its: President

GHAZY SALMAN

LENDER:

**PRAIRIE BANK AND TRUST
COMPANY, an Illinois banking association**

By: June A. Novotny
June A. Novotny
Vice President

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IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the date first above written.

LANDLORD:

TENANT:

BASSAM SALMAN

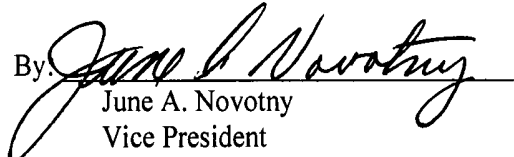
TIGER DISTRIBUTING, INC.

By: _____
Name: _____
Its: _____

GHAZY SALMAN

LENDER:

**PRAIRIE BANK AND TRUST
COMPANY, an Illinois banking association**

By: 
June A. Novotny
Vice President

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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **BASSAM SALMAN**, who 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 the 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 16 day of December 2004



Amanda E. Quas
NOTARY PUBLIC

My Commission Expires:

Prop of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **GHAZY SALMAN**, who 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 the 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 16 day of December, 2007



Manda Bazuy
NOTARY PUBLIC
My Commission Expires:

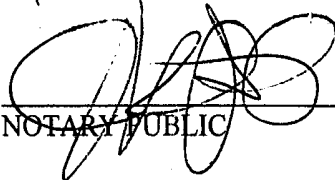
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

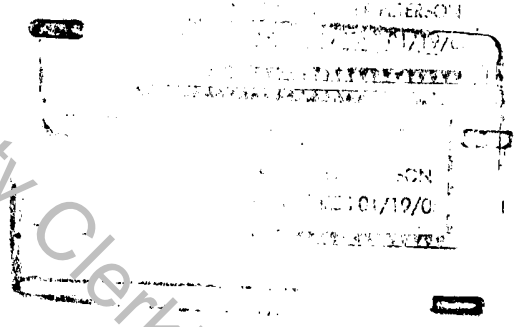
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Jalil Atiyeh, personally known to me to be the Pres of **TIGER DISTRIBUTING, INC.**, an Illinois corporation, and the same person whose name is subscribed to the foregoing instrument as such Jalil Atiyeh appeared before me this day and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said _____ for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of April, 2009


NOTARY PUBLIC For Jalil Atiyeh
#300 4057110X

My Commission Expires:

1/19/06



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that JUNE A. NOVOTNY, the Vice President, of **PRAIRIE BANK AND TRUST COMPANY**, an Illinois banking association, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that she signed and delivered the foregoing instrument as 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 15th day of December, 2004.



NOTARY PUBLIC



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 159 FEET (AS MEASURED ON THE EAST AND WEST LINES) OF LOT 1 IN KETELAAR'S INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF LOT 3 IN RALOFF'S SUBDIVISION LYING SOUTH OF THE SOUTH LINE OF THE CHICAGO AND CALUMET TERMINAL RAILROAD (EXCEPT THEREFROM THE WEST 100 FEET OF THE SOUTH 200 FEET AND THE EAST 275 FEET OF THE SOUTH 325 FEET) BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE FORMER CALUMET FEEDER, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 (EXCEPT THE NORTH 159 FEET THEREOF AND EXCEPT THE SOUTH 150 FEET THEREOF), AS MEASURED ON THE EAST AND WEST LINES OF SAID LOT 1 IN KETELAAR'S INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF LOT 3 IN RALOFF'S SUBDIVISION LYING SOUTH OF THE SOUTH LINE OF THE CHICAGO AND CALUMET TERMINAL RAILROAD (EXCEPT THEREFROM THE WEST 100 FEET OF THE SOUTH 200 FEET AND THE EAST 275 FEET OF THE SOUTH 325 FEET) BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE CENTER LINE OF THE FORMER CALUMET FEEDER, IN COOK COUNTY, ILLINOIS.

Common address: 12650 South Springfield Avenue
Alsip, Illinois 60803

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