

# UNOFFICIAL COPY

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**PREPARED BY AND WHEN  
RECORDED MAIL TO:**

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Suite 300  
Northfield, Illinois 60093



Doc#: 0505312118  
Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 02/22/2005 11:58 AM Pg: 1 of 7

**SUBORDINATION, NONDISTURBANCE  
AND ATTORNMEN T AGREEMENT**

This Agreement is dated as of January, 2005 and is made by and between **The Muralo Company, Inc.** ("Tenant") and **FIRST MIDWEST BANK** ("Lender").

**P R E A M B L E**

Pursuant to that certain Lease more fully described on Exhibit P attached hereto (said lease, as amended, and as may from time to time be amended, modified, substituted, extended, renewed or restated shall be referred to as the "Lease"), LBC Midway Holdings, LLC and 4100 LBC, LLC (individually, a "Landlord" and collectively, the "Landlords"), the owners of the property more fully described on Exhibit A attached hereto ("Property"), leased to Tenant the portion of the Property described in the Lease. Landlord has requested Lender to provide financing (the "Financing") from time to time to Landlords, which Financing shall be secured by the Property. Lender has agreed to provide such Financing so long as, among other things, this Agreement is entered into by Tenant.

NOW, THEREFORE, in consideration of the foregoing, to induce Lender to provide the Financing to Landlord and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Representations Regarding Lease. Tenant represents and warrants to Lender that (a) Tenant is in possession of the Property; (b) except as described on Exhibit B hereto, there have been no changes, modifications, alterations or amendments to the Lease; (c) no default or event of default (howsoever such terms are defined) exists under the Lease; (d) all parties to the Lease are in full compliance with the terms and provisions of the Lease; (e) all rent and other payments required to be paid by Tenant under the Lease as of the date of this Agreement have been paid in full; and (f) Tenant has no offsets or defenses to Tenant's performance under the Lease.

2. Attornment. Tenant covenants and agrees to attorn to Lender or any other purchaser at any foreclosure sale of the Property as its new landlord and upon such event the Lease shall continue in full force and effect as a direct lease between the Tenant and Lender or such other person, upon all terms, covenants, conditions and agreements set forth in the Lease; provided, however, that in no event shall Lender or such third person be (a) liable for any act or omission of the Landlord; (b) subject to any offsets or deficiencies which the Tenant might be

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entitled to assert against any Landlord; (c) bound by any payment of rent or additional rent made by the Tenant to any Landlord for more than one month in advance; or (d) bound by any amendment or material modification of the Lease after the date of this Agreement made without the consent of Lender.

3. Subordination of Lease. Tenant covenants and agrees that all of Tenant's right, title and interest in and under the Lease is and shall be subordinated to the lien or interest of Lender in and to the Property, and to all right, title and interest granted to Lender in and to the Property, in the same manner as if the Lease had been executed after execution, delivery and recording of Lender's interest in the Property.

4. Nondisturbance. Lender covenants and agrees that in the event that Lender or any other person exercises any of its rights, powers or remedies pursuant to any agreement, instrument or document relating to the Financing with respect to the Property, and Lender or any other person acquires title to the Property pursuant to the exercise of any such right, power or remedy, and provided that the Tenant is not then in default under the Lease, then Tenant's leasehold shall not be disturbed by Lender's or any third parties' exercise of any of such rights, powers or remedies.

5. Amendment Modifications. This Agreement may not be modified other than by agreement in writing signed by Lender and Tenant, or by their respective successors in interest.

6. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lender and its successors and assigns, and be binding upon Tenant and its successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Agreement.

8. Governing Laws. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the internal laws, and not the conflict of laws provisions, of the State of Illinois.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the day and year first set forth above.

FIRST MIDWEST BANK

By: *K. Jon Dwyer*  
Title: *Vice President*

THE MURALO COMPANY, INC.

By: *[Signature]*  
Title: *President, Graham Paint Division*

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TENANT

If a corporation:

STATE OF ILLINOIS )  
) SS.  
COUNTY OF C O O K)

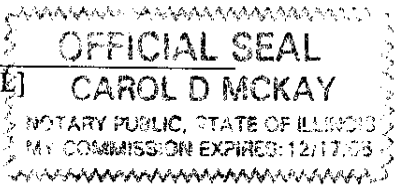
The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT HARRY TAVE President, and \_\_\_\_\_ of \_\_\_\_\_ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2ND day of February 2005.

The Graham Port Division  
of The Mural Company,  
Inc.

Carol D. McKay  
NOTARY PUBLIC

My Commission Expires: 12/17/05



Cook County Clerk's Office

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LENDER

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF ~~COOK~~ )  
                                  *lake*

The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT *Kyle Taylor, Vice President* of First Midwest Bank personally known to me to be the same person whose name is subscribed to the foregoing instrument as such *Vice President* appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's 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 *14th* day of *February* 2005.

*Veronica Ramirez*  
NOTARY PUBLIC

My Commission Expires:

*3/27/07*  
[SEAL]



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## EXHIBIT A – LEGAL DESCRIPTION

### Parcel 1:

That part of the North  $\frac{3}{4}$  of Section 27, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East line of the West 3536.00 feet of said Section 27 with a line hereinafter referred to as "Line A", which extends East from a point on the West line of said Section 27 which is 644.66 feet South from the Northwest corner of the South  $\frac{1}{2}$  of said Section to a point on the East line of said Section 27 which is 619.17 feet South from the Northeast corner of said South  $\frac{1}{2}$ , said point being the point of beginning, thence North 00 degrees 00 minutes 38 seconds West, along said East line of the West 3536.00 feet of Section 27, 1972.68 feet, thence North 89 degrees 59 minutes 39 seconds East parallel with said Line A 722.50 feet to the East line of the West 4258.50 feet of Section 27, thence South 00 degrees 00 minutes 38 seconds East along the East line of the West 4258.50 feet of Section 27, 377.00 feet to a point 1595.68 feet North of said Line A, thence South 45 degrees 00 minutes 29 seconds East, 56.57 feet to a point 4298.50 feet East of the West line of Section 27, thence North 89 degrees 59 minutes 39 seconds East along a line 1,555.68 feet North of and parallel with said Line A, 110.00 feet to the East line of the West 4408.50 feet of Section 27, thence South 00 degrees 00 minutes 38 seconds East, along said East line of the West 4408.50 feet of Section 27, 1555.68 feet to said Line A, thence South 89 degrees 59 minutes 39 seconds West along said Line A 872.50 feet to the point of beginning, in Cook County, Illinois.

### Parcel 2:

Non-Exclusive Perpetual Easement for the benefit of Parcel 1 allowing paving, truck docks and related improvements as shown on the site plan attached as Exhibit C to the Declaration of Encroachment Easement recorded as Document No. 00641469.

### Parcel 3:

Non-Exclusive Perpetual Easement for the benefit of Parcel 1 for vehicular and pedestrian ingress and egress over portions of the land as created by Declaration of Cross Access and Utility Easements recorded as Document No. 00641470.

Permanent Index Numbers: 19-27-100-053-0000; 19-27-100-054-0000; 19-27-401-046-0000

Common Address: 4100 West 76<sup>th</sup> Street, Chicago, Illinois

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EXHIBIT B TO  
SUBORDINATION, NONDISTURBANCE AND NONDISTURBANCE AGREEMENT

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