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This document was prepared by, and after recording, return to:

Gary K. Fordyce, Esq. LaSalle Bank Corporation 135 South La Salle Street, Suite 925 Chicago, Illinois 60603

Permanent Tax Index Number:

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Property Address:

14828-14846 South McKinley Avenue Posen, Illinois 60469-1547

9518892234

Doc#: 0518002234

Eugene "Gene" Moore Fee: \$40.00 Cook County Recorder of Deeds Date: 06/29/2005 01:41 PM Pg: 1 of 9

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LEASE SUBORDINATION AND ATTORNMENT AGREEMENT

This LEASE SUBORDINATION AND ATTORNMENT AGREEMENT dated as of June 24, 2005 (the "Agreement"), is executed by and among R.E.L. REAL ESTATE, LLC, an Illinois limited liability company (the "Landlord"), CORPORATE SAFE SPECIALISTS, INC., an Illinois corporation (the "Tenant"), and LASALLE FANK NATIONAL ASSOCIATION, a national banking association (the "Lender").

RECITALS:

- A. The Lender is the mortgagee under that certain Mortgage. Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of even date herewith, to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Fieal Estate (as hereinafter defined) and secures a principal indebtedness in the amount of Five Hundred Seventy Five Thousand and 00/100 Dollars (\$575,000.00).
- B. The Tenant has entered into that certain lease agreement dated <u>Juw 24</u>, 2005 with the Landlord (the "<u>Lease Agreement</u>", the Lease Agreement, together with all amendments and modifications thereof, being hereinafter referred to as the "<u>Lease</u>"), pursuant to which the Tenant has leased certain premises (the "<u>Leased Premises</u>") on the parcel of land (the "<u>Real Estate</u>") legally described on <u>Exhibit "A"</u> attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

A A

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AGREEMENTS:

- 1. The Tenant represents and warrants to the Lender that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.
- 2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.
- 3. The Terest covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordinat or provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to the Lender's right, title and interest in and to such proceeds and awards.
- 4. The Tenant acknowledges that the Landord has collaterally assigned to the Lender any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.
- 5. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Lender is diligently

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pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.

- 6. If the Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the Tenant and the new owner of the Real Estate 2s "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:
 - (a) The Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the Tenant nereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);
 - (b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be.
 - (i) liable for any act or omission of any prior landlord (including the Landlord);
 - (ii) subject to any offsets or defenses which the Tenant was against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;
 - (iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);
 - (iv) liable to refund or otherwise account to the Tenant for any security or other deposits not actually paid over to such new owner by the Landlord;

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- (v) bound by any amendment or modification of the Lease made without the Lender's consent;
- (vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or
- (vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.
- 7. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To the Lender

LaSalle Bank National Association 135 South LaSalle Street, Suite 1225

Chicago, Illinois 60603

Attention: Commercial Lending Division

To the Landlord:

R.E.L. Peal Estate, LLC

c/o Corporate Safe Specialists, Inc. 14800 South McKinley Avenue

Posen, Illinois 60+69

Attention: Edward J. McGunn

With a copy to:

Ungaretti & Harris

3500 Three First National Plaza Chicago, Illinois 60602-4283 Attention: Lori R. McGunn, Esq.

To the Tenant:

Corporate Safe Specialists, Inc. 14800 South McKinley Avenue

Posen, Illinois 60469

Attention: Edward J. McGunn

With a copy to:

Ungaretti & Harris

3500 Three First National Plaza Chicago, Illinois 60602-4283 Attention: Lori R. McGunn, Esq.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be

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deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

- 8. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.
- 9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.
- 10. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitue one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Subordination and Attornment Agreement as of the day and year first above written.

LANDLORD:

R.E.L. REAL ESTATE, LLC, an Illinois limited liability company

By: CORPORATE SAFE SPECIALISTS, INC., an

Illinois corporation

Manager Its:

Name: Edward J. McGur

Title: President

TENANT:

DOOP OF

CCPLORATE SAFE SPECIALISTS, INC., an

Illinois corporation

By: Name: Edward J. McGung

Title: President

LENDER:

LASALLE BANK NATIONAL ASSOC'AT'ON,

a national banking association

By:

Name:

Title:

GKF:me June 22, 2005 (153922841)

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD J. MCGUNN, the President of CORPORATE SAFE SPECIALISTS, INC., an Illinois corporation, the sole Manager of R.E.L. REAL ESTATE, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company and said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this

OFFICIAL SEAL
VICTORIA MCELROY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIPES:08/02/08

My Commission Expires:

Notary Pub

30 Day

STATE OF ILLINOIS) SS. COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD J. MCGUNN, the President of CORPORATE SAFE SPECIALISTS, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 day of June, 2005

OFFICIAL SEAL
VICTORIA MCELROY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/02/08

My Commission Expires:

Notary Public

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STATE OF ILLINOIS)
COUNTY OF COOK)
The undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Patrick R Keller, the of LASALLE BANK NATIONAL ASSOCIATION, a
national banking association, 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 as such FVP , he/she signed and delivered the said
instrument as me/her own free and voluntary act and as the free and voluntary act of said banking
association, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 23 rd day of June, 2005.
GIVEIV under MV hand and notatial scal this day of func, 2003.
Matter.
Notary Public
My Commission Expires:
My Commission Expires:
C
("OFFICIAL SEAL"
Keen L. Petersen
Notary Put it; State of Illinois My Comm. ss on Exp. 04/02/2009
••••••••••••••••••••••••••••••••••••••

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOT 2 (EXCEPT THE NORTH 536 FEET THEREOF) IN CLOVERLEAF INDUSTRIAL PARK SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1975 AS DOCUMENT NO. 23303254.

PARCEL 2:

A PERPETUAL AND NON-EXCLUSIVE 55 FOOT WIDE EASEMENT FOR THE BENEFIT OF AND APPURTENANT TO PARCEL 1 FOR INGRESS AND EGRESS CREATED BY A CERTIFICATE EASEMENT AGREEMENT DATED NOVEMBER 29, 1973 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS DECEMBER 4, 1973 AS DOCUMENT NO. 22561728 AND AMENDMENT TO SAID EASEMENT AGREEMENT DATED FEBRUARY 19, 1974 AND RECORDED MARCH 26, 1974 AS DOCUMENT NO. 22666319 LYDIG 15 FEET WESTERLY OF 40 FEET EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ON THE WEST LINE THEREOF, 196.42 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHEASTERLY 212.26 FEET TO A POINT, SAID POINT BEING 282.54 FEET SOUTH OF AND 194.00 FEET EAST OF SAID NORTHWEST CORNER (AS MEASURED ON SAID WEST LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH 1051.56 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 OF THE SOUTHFAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS OF REAL ESTATE:

14828-14846 South McKinley Avenue Posen, Illinois 60469-1547

PERMANENT TAX IDENTIFICATION NUMBER:

28-12-401-060

GKF:me/June 22, 2005/(153922841)