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Cook County Recorder of Deeds  
Date: 11/03/2005 11:08 AM Pg: 1 of 11

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

Permanent Tax Index Numbers:

Parcel A: 28-12-401-059  
Parcel B: 28-12-401-060

*This space reserved for Recorders use only.*

Property Address:

Parcel A: 14800 South McKinley Avenue  
Posen, Illinois 60469-1547  
Parcel B: 14828-14846 South McKinley Avenue  
Posen, Illinois 60469-1547

## AMENDED AND RESTATED LEASE SUBORDINATION AND ATTORNMEN AGREEMENT

This AMENDED AND RESTATED LEASE SUBORDINATION AND ATTORNMEN AGREEMENT dated as of October 11, 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 BANK NATIONAL ASSOCIATION, a national banking association (the "Lender").

### RECITALS:

A. The Landlord, the Tenant and the Lender executed that certain Lease Subordination and Attorment Agreement dated as of June 24, 2005 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 29, 2005 as Document Number 0518002234 (the "Original Subordination Agreement"), which Original Subordination Agreement affects the Leases Premises (as hereinafter defined).

B. The Landlord, the Tenant and the Lender now desire to amend and restate the Original Subordination Agreement pursuant to this Agreement.

C. The Lender is the mortgagee under that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of even date

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herewith, to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of One Million Two Hundred Ninety Thousand and 00/100 Dollars (\$1,290,000.00).

D. The Tenant and the Landlord have entered into that certain lease agreement dated June 24, 2005, as amended by lease amendment dated as of October 11, 2005 (the "Lease Agreement", the Lease Agreement, together with all amendments and modifications thereof, being hereinafter referred to as the "Lease"), pursuant to which the Tenant has leased certain premises (the "Leased Premises") on the parcel of land (the "Real Estate") legally described on Exhibit "A" 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 G R E E M E N T S:

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 Tenant 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 subordination 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 Landlord 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

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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 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 as "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 hereby 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:

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(i) liable for any act or omission of any prior landlord (including the Landlord);

(ii) subject to any offsets or defenses which the Tenant has 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;

(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 T

To the Landlord:  
R.E.L. Real Estate, LLC  
c/o Corporate Safe Specialists, Inc.  
14800 South McKinley Avenue  
Posen, Illinois 60469  
Attention: Edward J. McGunn

With a copy to: Ungaretti & Harris

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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 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 constitute one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated 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

Its: Manager

By: Edward J. McGunn  
Name: Edward J. McGunn  
Title: President

TENANT:

CORPORATE SAFE SPECIALISTS, INC., an  
Illinois corporation

By: Edward J. McGunn  
Name: Edward J. McGunn  
Title: President

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By: [Signature]  
Name: James L. Polk  
Title: SVP

GKF:me  
October 7, 2005  
(163361913)



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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 11<sup>th</sup> day of October, 2005.

Sharon M. Strobo  
Notary Public



My Commission Expires:

9-22-08

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 11<sup>th</sup> day of October, 2005.

Sharon M. Strobo  
Notary Public



My Commission Expires:

9-22-08





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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL A

##### PARCEL 1:

THE SOUTH 360 FEET OF THE NORTH 535 FEET OF LOT 2 IN CLOVERLEAF INDUSTRIAL PARK SUBDIVISION 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.

##### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS SHOWN ON THE PLAT OF CLOVERLEAF INDUSTRIAL PARK SUBDIVISION RECORDED NOVEMBER 24, 1975 AS DOCUMENT NO. 23303254, FOR INGRESS AND EGRESS ALONG STRIPS OF LAND DESCRIBED AS FOLLOWS:

(A) THOSE PARTS OF LOT 1 IN THE AFORESAID SUBDIVISION LYING EAST OF A LINE WHICH IS 20 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, AND NORTHEASTERLY OF A LINE WHICH IS 15 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1.

(B) THE EAST 20 FEET OF THE NORTH 175 FEET OF LOT 2.

##### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 32224 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 76244, WHICH AGREEMENT WAS DATED NOVEMBER 29, 1973 AND RECORDED DECEMBER 4, 1973 AS DOCUMENT NO. 22561728, FOR INGRESS AND EGRESS ALONG TWO STRIPS OF LAND DESCRIBED AS FOLLOWS:

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(A) THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, AFORESAID, BOUNDED ON THE WEST BY THE WEST LINE OF SAID FRACTIONAL 1/4 – 1/4 SECTION; ON THE SOUTHWEST BY A LINE DRAWN FROM A POINT ON SAID WEST LINE OF THE FRACTIONAL 1/4 – 1/4 SECTION, 196.42 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, TO A POINT WHICH 282.54 FEET SOUTH OF AND 194 FEET EAST OF SAID NORTHWEST CORNER (AS MEASURED ALONG THE AFORESAID WEST LINE OF THE FRACTIONAL 1/4 – 1/4 SECTION AND ALONG A LINE AT RIGHT ANGLES THERETO); ON THE NORTHEAST BY A LINE WHICH IS 15 FEET NORTHEASTERLY OF AND PARALLEL WITH THE LAST DESCRIBED LINE; AND ON THE SOUTH BY A LINE DRAWN AT RIGHT ANGLES TO THE AFORESAID WEST LINE OF THE FRACTIONAL 1/4 – 1/4 SECTION FROM A POINT THEREON WHICH IS 282.54 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;

(B) THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, AFORESAID, BOUNDED ON THE WEST BY A LINE WHICH IS 194 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID FRACTIONAL 1/4 – 1/4 SECTION; ON THE EAST BY A LINE WHICH IS 40 FEET EAST OF AND PARALLEL WITH THE LAST DESCRIBED LINE; ON THE NORTH BY A LINE DRAWN AT RIGHT ANGLES TO THE AFORESAID WEST LINE OF THE FRACTIONAL 1/4 – 1/4 SECTION FROM A POINT THEREON WHICH IS 282.54 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; AND ON THE SOUTH BY THE EASTWARD EXTENSION OF THE SOUTH LINE OF PARCEL;

ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

14800 South McKinley Avenue  
Posen, Illinois 60469-1547

PERMANENT TAX IDENTIFICATION NUMBER:

28-12-401-059

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## PARCEL B

### 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. 22666514 LYING 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 SOUTHEAST 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/October 7, 2005/(163361913)