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Doc#: 0610704159 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/17/2006 02:40 PM Pg: 1 of 9

This Document Prepared by
and after Recording Return to:

James Berton
First American Bank
1650 Louis Avenue
Elk Grove Village, IL 60007

This space reserved for Recorder of Deeds

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 4th day of April, 2006, by and between Midwest Warehouse & Distribution System, Inc., an Illinois corporation, ("**Tenant**"), Chicago Title Land Trust Company as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement, dated October 14, 1986 and known as Trust No. 100292-05 ("**Landlord**"), and First American Bank, a state banking association, its successors and assigns ("**Mortgagee**").

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FIRST AMERICAN TITLE

RECITALS:

ORDER # 1362420

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A. Mortgagee is the holder of a certain Mortgage and a certain Assignment of Rents and Leases, both dated as of April 4, 2006, to be recorded concurrently herewith (each as amended from time to time, collectively referred to as the "Mortgage") encumbering the Real Estate (hereinafter defined) and securing initially a principal indebtedness in an amount equal to Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) and other future indebtedness and obligations described in the Mortgage.

B. Tenant has entered into a Real Estate Lease (such leases, together with all amendments and modifications thereof, hereinafter being referred to collectively as the "Leases" and each a "Lease") dated April 1, 2006, with Landlord (or Landlord's predecessor-in-interest), pursuant to which Tenant leased the property known as 7424 South Mason, Bedford Park, Illinois 60638 ("**Leased Premises**") containing industrial buildings with approximately 0610704158 rentable square feet of space, respectively (the "Building") on three parcels of land (the "Land") legally described on Exhibit A attached hereto (the Land and Building herein being collectively referred to as "Real Estate").

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:

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1. Tenant represents and warrants to Mortgagee that the Leases constitute all and the entire set of agreements between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.

2. Prior to pursuing any remedy available to Tenant under the Leases, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Leases (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the Section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee not less than thirty (30) days following receipt of such notice of 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, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the applicable Lease have lapsed without Landlord having effectuated a cure thereof.

3. Tenant covenants with Mortgagee that each of the Leases 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 Leases. Without limiting the generality of the foregoing subordination provision, 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 Mortgagee's right, title and interest in and to such proceeds and awards.

4. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee the Leases, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under each Lease. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under and Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee. Tenant further agrees

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that any lease termination fees payable under the Leases shall be paid jointly to Landlord and Mortgagee.

5. Mortgagee agrees that so long as Tenant is not in default under the Leases:

(a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless Tenant is a necessary party under applicable law); and

(b) The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will any Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

6. If Mortgagee 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 (whether in one, two or three separate parcels), as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, each separate Lease shall continue in full force and effect, without necessity for executing any new lease (except as may be requested by Mortgagee as provided in subparagraph (c) below), as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the applicable Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of each separate Lease, as applicable, for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the applicable Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the applicable Lease for the remainder of the term thereof (including the extension periods, if 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 Landlord);

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee 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 4 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the applicable Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the applicable Lease made without Mortgagee's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the applicable Lease or otherwise made by any prior landlord (including 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.

(c) To facilitate a sale or transfer of the Real Estate by Mortgagee after the occurrence of an Event of Default under the Mortgage, if Mortgagee requests Tenant or Tenant and Borrower in writing, Tenant or Tenant and Borrower, as the case may be, will execute a new lease on substantially the same terms as the Lease.

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:

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To Mortgagee: Ingrid Carlino, Vice President
First American Bank
1650 Louis Avenue
Elk Grove village, Illinois 60007

To Tenant: Richard R. Borkowski, President
Midwest Warehouse & Distribution System, Inc.
7424 South Mason
Bedford Park, Illinois 60638

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 Paragraph 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. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to any of the applicable 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 Mortgagee, 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.

12. This Agreement is executed by Chicago Title Land Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as Trustee, and it is expressly understood and agreed that nothing herein or in the Note (as defined in the Loan Agreement) contained shall be construed as creating any liability of Chicago Title Land Trust Company personally to pay the Note or any interest that may accrue thereon, or any indebtedness, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Borrower and by every person now or hereafter claiming any right or security hereunder, and that so far as Chicago Title land Trust Company personally is concerned, the legal holder or holders of the Note and the owner or owners of any

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indebtedness shall look solely to the Premises (as defined in the attached Exhibit A) hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein provided, by action against any other security given at any time to secure the payment of the Note and by action to enforce the personal liability of the guarantors, if any.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Tenant:

Midwest Warehouse & Distribution System, Inc.

By: Edward Dorkowski
Name: EDWARD DORKOWSKI
Title: PRESIDENT

Landlord:

Chicago Title Land Trust Company as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement, dated October 14, 1986 and known as Trust No. 100292-05

By: Charles Martinez
Name: Charles Martinez
Title: ASST. VICE PRESIDENT

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Mortgagee:

First American Bank

By: Ingrid Carlino
Name: INGRID CARLINO
Title: VP

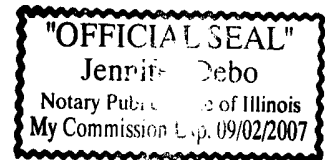
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STATE OF IL)
) SS.
COUNTY OF Cook)

I, Jennifer Debo a Notary Public in and for said County in the State aforesaid, do hereby certify that Edward Borkowski, a President of Midwest Warehouse & Distribution System, 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 Edward Borkowski appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said company/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on April 4th, 2006
Jennifer Debo
Notary Public

STATE OF IL)
) SS.
COUNTY OF Cook)



I, The undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Denys Hernandez being the ASST. VICE PRESIDENT of Chicago Title Land Trust Company as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement, dated October 14, 1986 and known as Trust No. 100292-05, an Illinois corporation, who are personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on April 4, 2006.
Denys Hernandez
Notary Public

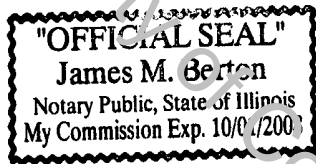


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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, James M. Berton, a Notary Public in and for said County in the State aforesaid, do hereby certify that Ingrid Carlen, a VP of **FIRST AMERICAN BANK**, a state banking association, who is personally known to be the same person whose name is subscribed to the foregoing instrument as such VP, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on April 4, 2006.



James M. Berton
Notary Public

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EXHIBIT A Legal Description

That part of the North half of Section 29, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at a point in the South line of West 73rd Street (being a line 1373.0 feet, measured perpendicularly, South of and parallel with the North line of Section 29, aforesaid), 2465.398 feet West of the East line of the North East Quarter of Section 29 aforesaid; thence due South 775.143 feet to the point of beginning of the land herein described; thence continue due South 343.0 feet to a point in a line 190.0 feet North of and parallel with the South line of the North half of Section 29, aforesaid; thence North 89 Degrees 53 Minutes 20 Seconds West along said parallel line 579.25 feet to its intersection with a curved line, convex Southeasterly and having a radius of 368.765 feet; thence Northeasterly along said curve 420.92 feet to a point of tangency with a line perpendicular to the South line of West 73rd Street (hereinbefore described) and passing through a point in said South line 2829.398 feet West of the East line of the North East quarter of Section 29 aforesaid; thence due North along said perpendicular line 6.585 feet to a line 2148.143 feet due South of and parallel with the North line of Section 29 aforesaid; thence North 9 Degrees 55 Minutes 34 Seconds East 20.304 feet; thence due East 26.50 feet; thence due South 20.0 feet to a line 2148.143 feet due South of the North line of Section 29 aforesaid; thence due East along said line 331.0 feet to the point of beginning, in Cook County, Illinois.

Permanent Index#:
19-29-200-031-0000
19-29-100-038-0000

Street Address:
7424 South Mason
Bedford Park, IL 60638