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THIS DOCUMENT PREPARED
BY AND MAIL TO:

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Barnes & Thornburg LLP
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8365224-veo7
27000493



Doc#: 0703935285 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/08/2007 01:25 PM Pg: 1 of 10

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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") is made as of January 17, 2007 among SOKOL AND COMPANY, an Illinois corporation ("Tenant") and COUNTRYSIDE HOLDINGS, LLC, an Illinois limited liability company ("Landlord") and NATIONAL CITY BANK, a national banking association ("Lender").

RECITALS:

WHEREAS, Lender is or is about to be the owner and holder of a certain Secured Promissory Note ("Note"), secured in part by a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing ("Mortgage") of even date therewith upon certain real estate commonly and legally described in Exhibit A attached hereto and made a part hereof ("Premises");

WHEREAS, the Landlord is the owner of the Premises;

WHEREAS, by lease agreement dated January __, 2007 ("Lease"), the Landlord has leased to Tenant all or a portion of the Premises ("Leased Premises") more particularly described in the Lease; and

WHEREAS, Lender has required the execution of this Agreement as a condition to disbursement of the loan proceeds evidenced by the Note; and the parties have agreed to subordination of any and all rights under the Lease to the lien of the Mortgage and, except as otherwise set forth herein, the continuation of said Lease in the event of default under the Mortgage.

BOX 333-CT

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NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants hereinafter set forth, the parties hereto covenant and agree as follows:

ARTICLE I INCORPORATION

1.01. Incorporation. The preambles set forth above constitute a material part of this Agreement and by this reference are incorporated herein as if set forth hereinbelow.

1.02. Landlord Representation. Landlord hereby represents to Lender and Tenant that the Leased Premises is not subject to any lien or encumbrance except the Mortgage and the liens in favor of Lender and other encumbrances permitted in the Mortgage.

1.03. Tenant Warranty. Tenant acknowledges to Landlord and warrants to Lender that: (i) the Lease is in full force and effect and there is no existing uncured or unwaived default thereunder and no event has occurred which with the giving of notice or the passage of time, or both, could constitute or become a default; (ii) no rents have been prepaid except as provided for in the Lease and Tenant does not now have or hold any claim against the Landlord which might be set off or credited against future accruing rents; and (iii) Tenant has no present right under the Lease to terminate said Lease or abate any rent payments.

ARTICLE II INCORPORATION

2.01. Subordination. Tenant hereby subordinates all its interest and rights as lessee under the Lease to the lien of the Mortgage held by Lender, including all extensions, renewals, modifications and future advances under such Mortgage or the Note or notes secured by such Mortgage, subject, however, to the provisions of this Agreement, which Lease shall be effective with respect to the Mortgage as if the Lease was executed subsequent to the execution and recordation of the Mortgage and any extension, renewal, modification or amendment thereof.

2.02. Agreement to Execute. Tenant hereby agrees that it shall, at the request of Landlord or Lender, execute such additional documents, in addition to this Agreement, as shall be reasonably necessary to effect and confirm such subordination.

2.03. Attornment. In the event Lender acquires the Leased Premises through foreclosure, by deed or other conveyance in lieu of foreclosure, or otherwise, Lender and Tenant agree as follows:

- a. Tenant will recognize and attorn to Lender or any person lawfully claiming under, to or through Lender as the Landlord under the terms of the Lease

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and this Agreement. Such attornment shall be effective and self-operative without the execution of any further instruments by either party hereto;

- b. So long as Tenant makes all rents and other payments due under the Lease to the party lawfully entitled thereto from time to time and otherwise performs all of Tenant's covenants and agreements contained therein in a timely manner and in accordance therewith, and provided that Tenant is not in default (subject to any applicable cure or grace periods) under the Lease, this Agreement or any document, instrument, or agreement Tenant has executed in favor of Lender (including, without limitation, that certain Guaranty of Payment and Performance, dated January 17, 2007, by Tenant in favor of Guarantor), Lender will not join the Tenant as a defendant in any foreclosure proceeding and will specifically acknowledge Tenant's rights under the Lease and that the Lease will continue in full force and effect and that neither the Lease nor Tenant's rights to possess, occupy and use the Leased Premises will be terminated thereby or otherwise interfered with or disturbed; and
- c. Lender or any person or entity lawfully claiming under, to and through Lender as landlord 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 might have against any prior landlord (including the Landlord); (iii) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or (iv) bound by any modification of the Lease made without Lender's consent that is required to be consented to as specified in the Mortgage, which consent shall not be unreasonably withheld, conditioned or delayed.

2.04. Non-Disturbance. Lender hereby consents to the Lease and agrees that so long as Tenant keeps and performs the terms and provisions of said Lease on its part to be performed Lender will recognize the rights of Tenant under the Lease and will not interfere with its possession so long as there is no default (subject to any applicable cure or grace periods) of the terms and provisions of the Lease on the part of the Tenant thereunder, and provided further that there is no default (subject to any applicable cure or grace periods) of the terms and provisions of any document, instrument, or agreement Tenant has executed in favor of Lender (including, without limitation, that certain Guaranty of Payment and Performance, dated January 17, 2007, by Tenant in favor of Guarantor).

ARTICLE III MISCELLANEOUS

3.01. Notices. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall be required or may be given to any party by another party or parties, it shall be in writing and, any law or statute to the

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contrary notwithstanding, shall be (1) hand delivered; (2) served by Express Mail with overnight delivery; or (3) served by certified mail, return receipt requested, addressed as follows:

If to Lender:	National City Bank 2021 Spring Road, Suite 400 Oak Brook, IL 60523 Attn: Douglas Alwin
With a copy to:	Barnes & Thornburg LLP One North Wacker Drive, Suite 400 Chicago, IL 60606 Attn: John W. Morse
If to Tenant:	Sokol and Company 5315 Dansher Road Countryside, IL 60638 Attn: John S. Novak, Jr.
With a copy to:	Goldstine Skrodzki Russian Nemecek and Hoff Ltd. 335 McClintock Drive, Second Floor Burr Ridge, IL 60527 Attn: Kenneth J. Nemecek, Jr.
If to Landlord:	Countryside Holdings, LLC 5315 Dansher Road Countryside, IL 60638 Attn: John S. Novak, Jr.

or to such other address as a party may from time to time designate by notice to others, as herein provided. Any notice hereunder shall be deemed to have been given on (1) the date of delivery if hand delivered; (2) the following business day after depositing with express mail service; (3) the third business day following the date of postmarking if addressee fails or refuses to receipt for or accept service by certified mail with return receipt requested; or (4) the date of execution of the receipt if by certified mail with return receipt requested. The failure of the addressee to accept any such certified mail shall not constitute a failure to give or receive proper notice.

3.02. Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

3.03. No Effect on Mortgage. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

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3.04. Illinois Law to Apply. This Agreement has been entered into and shall be performed in the State of Illinois and the laws of the State of Illinois shall govern the interpretation, construction and enforcement of this Agreement and the rights, duties and obligations of the parties hereto.

3.05. Attorney's Fees. In the event any party to this Agreement shall become or be made a party to any litigation to interpret, construe or enforce this Agreement or on account of a breach or default hereunder or otherwise on account of being a party hereto, then the prevailing party, in addition to any other right, remedy, relief, or damages awarded in such litigation, shall also have the right to recover all of said prevailing party's reasonable costs and expenses of such litigation, including but not limited to reasonable attorney's fees.

3.06. Writing Required. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the parties hereto.

3.07. No Waiver. The waiver by any party of any breach hereto shall not at any time be taken or held to be a waiver of any succeeding breach of the same or any other provision hereof.

3.08. Time of Essence; Severability. Time is of the essence in the performance of this Agreement and this requirement may be waived only by a written waiver executed by the party who would otherwise have the right to require such timely performance. Solely for the purpose of determining the legality of this Agreement the various terms and provisions hereof shall be deemed severable; and, in the event any provision hereof shall be held to be invalid or unenforceable, such invalid or unenforceable provision shall be construed as if not originally contained herein.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Agreement as of the day and year first above written.

TENANT:

Sokol and Company, an Illinois corporation

By: *John S. Novak, Jr.*
Print Name: John S. Novak, Jr.
Title: President

LANDLORD:

Countryside Holdings, LLC

By: *John S. Novak, Jr.*
Print Name: John S. Novak, Jr.
Title: Manager

LENDER:

National City Bank

By: _____
Print Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Agreement as of the day and year first above written.

TENANT:

Sokol and Company, an Illinois corporation

By: _____

Print Name: _____

Title: _____

LANDLORD:

Countryside Holdings, LLC

By: _____

Print Name: _____

Title: _____

LENDER:

National City Bank

By: *[Signature]*

Print Name: Douglas Alwin

Title: Senior Vice President

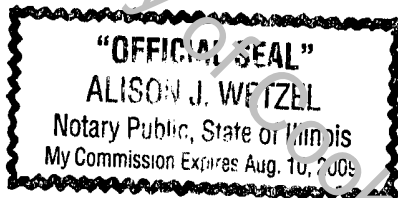
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STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

I, Alison J. Wetzel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John S. Novak, Jr., the President of SOKOL AND COMPANY, 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 16th day of January, 2007.



Alison J. Wetzel
Notary Public

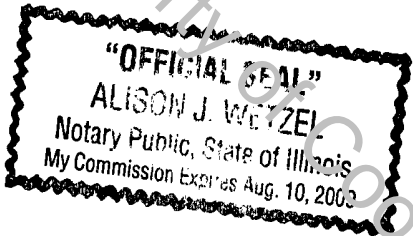
COOK County Clerk's Office

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STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

I, Alison J. Wetzel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John S. Worek, Jr., the Manager of COUNTRYSIDE HOLDINGS, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of January, 2007.



Alison J. Wetzel
Notary Public

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EXHIBIT A

Legal Description

LOT "C" IN THE RESUBDIVISION OF LOT 4 IN TRACT 2 OF DANSHER INDUSTRIAL PARK, BEING A SUBDIVISION IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN

P.I.N.

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