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Doc#: 0706034033 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/01/2007 09:24 AM Pg: 1 of 6

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

GREENBERG TRAURIG, P.A.
401 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Peter L. Tunis, Esq.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") executed between THE PRIVATEBANK AND TRUST COMPANY ("Mortgagee") and ROBBINS BROS. CORPORATION, a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Elston Development Signs, LLC, a Delaware limited liability company ("Landlord") has entered into a certain lease ("Lease") with Tenant dated January 22 2007, relating to certain premises located in the City of Chicago, Cook County, Illinois ("Premises"), legally described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Mortgagee has made a mortgage loan to Landlord in the original principal amount of THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000.00) secured by a Mortgage dated June 14, 2006 ("Mortgage") covering the Premises, recorded on June 15, 2006 with the Cook County Recorder of Deeds as Document No. 06166310066, as amended by Modification of Mortgage Including Partial Release and Substitution of Collateral dated August 7, 2006 and recorded September 12, 2006 with the Cook County recorder of Deeds as Document No. 0625517138;

NOW, THEREFORE, it is mutually agreed as follows:

1. The Lease is and shall be subject and subordinate to the lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage.

2. In the event of a foreclosure of the Mortgage or should Mortgagee obtain title by deed in lieu thereof, or otherwise, Mortgagee, for itself, its successors or assigns, agrees that Tenant may continue its occupancy of the Premises in accordance with the terms and provisions of the Lease, so long as Tenant continues to pay rent and otherwise to perform its obligations thereunder. Mortgagee agrees not to name Tenant as a party defendant in any foreclosure action.

3. Tenant agrees to attorn to: (a) Mortgagee when in possession of the Premises; (b) a receiver appointed in an action or proceeding to foreclose the Mortgage or

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otherwise; or (c) to any party acquiring title to the Premises as a result of foreclosure of the Mortgage or deed in lieu thereof. Tenant further covenants and agrees to execute and deliver, upon request of Mortgagee, or its assigns, an appropriate agreement of attornment with any subsequent titleholder of the Premises.

4. So long as the Mortgage on the Premises remains outstanding and unsatisfied, Tenant will deliver to Mortgagee a copy of all notices permitted or required to be given to Landlord by Tenant pursuant to which Tenant proposes to abate or reduce the rental payable under the Lease or to terminate or cancel the Lease, and that no such notices to Landlord shall be effective, unless a copy of such notice is also delivered to Mortgagee. At any time before the rights of Landlord shall have been forfeited or adversely affected because of any default or failure of performance under the Lease as therein provided, Mortgagee shall have the right (but not the obligation) to cure such default or failure of performance within the same period after notice as is provided to Landlord under the Lease.

5. Tenant certifies that the Lease has been duly executed by Tenant; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; and that Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder.

6. If Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided further, however, that Mortgagee shall not be:

(a) liable for any warranty, act or omission of any prior landlord (including Landlord); or

(b) subject to any offsets or defense which Tenant might have against any prior landlord (including Landlord), except those which arose out of such Landlord's default under the Lease and accrued after Tenant has notified Mortgagee and given Mortgagee an opportunity to cure as provided herein; or

(c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(d) bound by any amendment or modification of the Lease or any collateral agreement made without Mortgagee's consent.

7. Mortgagee consents to the application of casualty and condemnation proceeds in accordance with Articles 17 and 25 of the Lease.

8. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

Signed, sealed and delivered in the presence of:

MORTGAGEE:

THE PRIVATEBANK AND TRUST COMPANY





By: 
Title: ASSOC. MANAGING DIRECTOR

Date: 2/15/07

TENANT:

ROBBINS BROS. CORPORATION, a Delaware corporation

By: 
Title: PRESIDENT

Date: 1.29.07

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for said County, in the state aforesaid, do hereby certify that _____ as _____ of Robbins Bros. Corporation 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 he signed and delivered said instrument at his own free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of January, 2007.

Notary Public

My Commission Expires: _____

*All attached
notary cert*

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, THE UNDERSIGNED, A Notary Public in and for the County and State aforesaid, do hereby certify that JANE F. SHIFRIN personally known to me to be the Asst. Managing Director of THE PRIVATEBANK AND TRUST COMPANY, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and sealed such instrument, duly authorized on behalf of such bank as his free and voluntary act and the free and voluntary act of such bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of January, 2007.



Notary: Anna O. Kowal

My commission expires: 3/14/2010

UNOFFICIAL COPY CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Los Angeles)

On 1/29/07 before me, Tara Mesegue, Notary Public
(here insert name and title of the officer)
personally appeared Andrew P. Heyneman

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tara Mesegue
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

subordination/atty agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 5 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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EXHIBIT "A"

That part of various lots: vacated streets and alleys; in various subdivisions in the East Half of the Northeast Quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the South line of West Webster Avenue with the Southwesterly line of North Elston Avenue; Thence South $44^{\circ} 59' 59''$ East along said Southwesterly line 118.00 feet to the point of beginning; Thence continue South $44^{\circ} 52' 30''$ East along said Southwesterly line 86.88 feet; Thence South $45^{\circ} 00' 01''$ West 300.76 feet; Thence North $89^{\circ} 05' 38''$ East 42.21 feet to the East line of North Wood Street; Thence North $00^{\circ} 54' 22''$ East along said East line 169.79 feet to a point 188.50 feet (as measured on said East line) South of the South line of West Webster Avenue; Thence South $89^{\circ} 05' 38''$ East 85.75 feet; Thence North $45^{\circ} 00' 01''$ East 148.52 feet to the point of beginning in Cook County, Illinois.

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Commonly known as 2180 N. Elston Ave,
 Chicago, IL