



Doc#: 0723940076 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/27/2007 12:38 PM Pg: 1 of 8

This Document Prepared By
and upon recording return to:
Tonya L. Lengar
Attorney at Law
American United Life Ins. Co.
Post Office Box 368
Indianapolis, Indiana
46206-0368
(317) 285-1877

8383702 5

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT is dated as of the 2nd day of ^{August} ~~July~~, 2007 between AMERICAN UNITED LIFE INSURANCE COMPANY, an Indiana corporation with a principal address of One American Square, P.O. Box 368, Indianapolis, Indiana 46206-0368 (hereinafter called the "Lender"), Remington Road Properties L.L.C. with an address at c/o Korman/Lederer & Associates, 3100 Dundee Road, Suite 116, Northbrook, IL 60062 (the "Landlord"), and Lighthouse Christian Products Company with an address of 1050 REMINGTON RD., SCHAUMBURG ILLINOIS 60173 (the "Tenant").

WITNESSETH:

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APRIL 29

WHEREAS, Tenant is the tenant under a certain lease dated as of ~~June 1~~ 2005, as the same may have been or may be amended (the "Lease"), with Landlord or its predecessor in interest, covering all or a portion of premises known as ~~1000~~ Remington Road, Schaumburg, Illinois, more particularly described as follows, to wit:

1050

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

together with all improvements of any type now or hereafter located thereon (hereinafter collectively called the "Premises"); and

WHEREAS, pursuant to Lender's certain loan commitment letter numbered 21833, Lender has agreed to make a loan to Landlord in the original principal amount of One Million Three Hundred Seventy-five Thousand and no/100 Dollars (\$1,375,000.00) which will be secured by, among other things, a Mortgage on the Premises from Landlord to Lender (the "Mortgage") and an Absolute Assignment of Rents and Leases (the "Assignment") from Landlord to Lender, provided that Tenant shall subordinate the Tenant's interest in the Lease and in the Premises as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The Lease, and all rights, options, liens or charges created thereby, is hereby made and shall be subject and subordinate to the lien of the Mortgage and the security interest created thereby insofar as it affects the Premises and to all renewals, modifications, consolidations, replacements and extension thereof. Notwithstanding the foregoing, Tenant agrees that Lender may at any time, at its election, execute and record in the Office of the County Recorder of Cook County, Illinois a notice of subordination reciting that the Lease shall be superior to the Mortgage. From and after the recordation of such notice of subordination, the Mortgage shall be subordinate to the Lease and the Lease shall not be extinguished by any foreclosure of the Mortgage or sale thereunder.

2. Tenant agrees that it will attorn to and recognize Lender upon breach or default by Landlord under the Mortgage, any purchaser at a foreclosure or other sale under the Mortgage, any transferee who acquires the Premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and extensions, if exercised) of the term of the Lease, upon the same terms and conditions set forth in the Lease.

3. So long as Tenant is not in default beyond any cure period provided for in the Lease, in the payment of rent or in the performance of any of the terms, conditions, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's

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rights and privileges under the Lease, or any renewals, modifications or extensions thereof which may be effected in accordance with any option granted in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Leased Premises shall not be disturbed by Lender during the term of the Lease or any such renewals, modifications, or extensions thereof.

4. If it should become necessary to exercise remedies under the Mortgage, or if Lender shall otherwise take control of the Premises or succeed to the interest of Landlord under the Lease, Lender shall not terminate the Lease nor join Tenant in summary proceedings so long as Tenant is not then currently in default under any of the terms, covenants or conditions of the Lease.

5. Tenant shall have no right to appear in any foreclosure proceedings brought under the Mortgage.

6. Notwithstanding anything in the Lease to the contrary, Tenant agrees that it shall notify Lender in writing of the occurrence of any default by Landlord under the Lease. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in the Lease (including applicable grace periods), Tenant shall permit Lender an additional reasonable period of time in which to cure such default, including time to foreclose the Mortgage if necessary to cure such default, prior to Tenant exercising any of its rights or remedies for such default.

7. If Lender shall become owner of the Premises by reason of foreclosure or otherwise, or Lender succeeds to the interests of Landlord under the Lease, then, during the period of Lender's ownership of such interest, but not thereafter, Lender shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and during the period of Lender's ownership of Landlord's interests in the Lease, Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant would have had against the Landlord if Lender had not become such owner or had not succeeded to Landlord's interest therein; PROVIDED, HOWEVER, Lender shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord);
- (b) liable for the return of any security deposits (except such as have been delivered to it);
- (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord);
- (d) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord);
- (e) bound by any amendment, termination or modification of the Lease made without its consent;

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(f) bound by the consent of any prior landlord (including Landlord) to any assignment or sublease of Tenant's interest in the Lease made without also obtaining Lender's prior written consent; or

(g) personally liable for any default under the Lease or any covenant on its part to be performed thereunder as landlord, it being acknowledged that Tenant's sole remedy in the event of such default shall be to proceed against Lender's interest in the Premises.

8. Tenant hereby acknowledges that the entire interest of Landlord in and to the Lease, and all sums due thereunder, is being assigned to Lender pursuant to the terms of the Assignment. Tenant further acknowledges and agrees:

(a) that the Lease cannot be terminated by Landlord (either directly or by the exercise of any option which could lead to termination) or modified in any of its terms, or consent be given to the release of any party having liability thereon by Landlord, without the prior written consent of Lender, and without such consent no rent may be collected or accepted by Landlord more than one month in advance;

(b) whether or not Lender shall have taken possession of the Premises, Tenant shall pay all rent and other sums due under the Lease (including, without limitation, termination fees) to Lender at its address hereinafter set forth or to such other address as Lender shall specify; and

(c) that any notices to be sent by Tenant to Lender shall be delivered in hand by recognized national overnight express courier service, or by registered or certified U.S. mail, postage prepaid, addressed to Lender at One American Square, Post Office Box 368, Indianapolis, Indiana 46206-0368, Attention Loan #21833. Any notices to be sent by Lender to Tenant shall be delivered in hand by recognized national overnight express courier service, or by registered or certified mail at the following address:

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

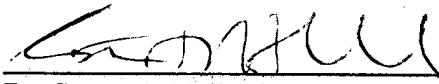
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10. By execution hereof, Landlord consents to the execution hereby by Tenant and agrees that such execution is not and shall not be or cause a default under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the date and year first above written.

"LENDER"

AMERICAN UNITED LIFE INSURANCE COMPANY



By: Steven T. Holland
Its: Vice President

Attest: _____


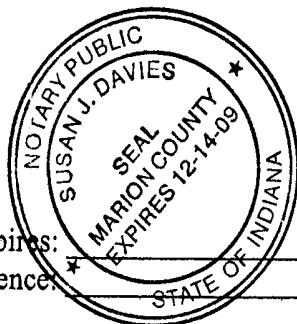
STATE OF INDIANA)

) SS:

COUNTY OF MARION)

On this 2nd day of August in the year of 2007, before me, Susan J. Davies, a Notary Public of said State, duly commissioned and sworn, personally appeared Steven T. Holland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President on behalf of AMERICAN UNITED LIFE INSURANCE COMPANY, an Indiana corporation, the corporation therein, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public

printed name

My Commission Expires: _____

My County of Residence: _____

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"TENANT"

LIGHTHOUSE CHRISTIAN PRODUCTS CO.

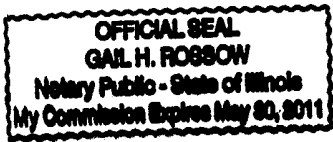
George Nizynski

By: GEORGE NIZYNSKI
 Title: PRESIDENT

STATE OF IL)
) SS
 COUNTY OF LAKE

On this 23rd day of July in the year of 2007, before me, Gail Rossow, a Notary Public of said State, duly commissioned and sworn, personally appeared George Nizynski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the President of Lighthouse Christian Products Co. and acknowledged to me that George Nizynski executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Gail H. Rossow

Notary Public
GAIL H. ROSSOW
 printed name

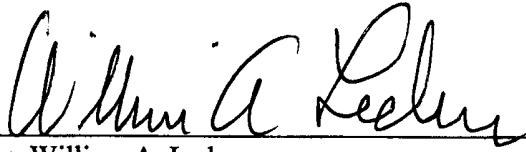
My Commission Expires: 5/30/2011
 My County of Residence: LAKE

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"LANDLORD"

REMINGTON ROAD PROPERTIES L.L.C.



By: William A. Lederer
Its: Managing Member

STATE OF Illinois)
) SS
COUNTY OF Lake)

On this 30th day of July in the year of 2007, before me, Eva Sosnowska, a Notary Public of said State, duly commissioned and sworn, personally appeared **William A. Lederer**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the **Managing Member of Remington Road Properties L.L.C.** and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Eva C. Sosnowska
Notary Public

Printed name: Eva Sosnowska

My Commission Expires: 08-14-2010
My County of Residence: Lake



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STREET ADDRESS: 1000 AND 1050 REMINGTON ROAD
 CITY: SCHAUMBURG COUNTY: COOK

TAX NUMBER:

07-11-400-049 TO - 050

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 IN THE PLAT OF RESUBDIVISION OF LOT 2 (EXCEPT THE NORTH 68.69 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) IN THE RESUBDIVISION OF PART OF OUT-LOT "D" IN SCHAUMBURG INDUSTRIAL PARK AS RECORDED JUNE 10, 1969 UNDER DOCUMENT NUMBER 20866510 AND FILED WITH THE REGISTRAR OF DEEDS UNDER TORRENS REGISTRATION NUMBER 2455597, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, THE NORTHEAST 1/4 OF SECTION 11, PART OF THE SOUTHWEST 1/4 OF SECTION 12, PART OF THE NORTHWEST 1/4 OF SECTION 13, AND PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 27, 1978 AS DOCUMENT NUMBER 3001374 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN THE PLAT OF RESUBDIVISION OF LOT 2 (EXCEPT THE NORTH 68.69 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) IN THE RESUBDIVISION OF PART OF OUT-LOT "D" IN SCHAUMBURG INDUSTRIAL PARK AS RECORDED JUNE 10, 1969 UNDER DOCUMENT NUMBER 20866510 AND FILED WITH THE REGISTRAR OF DEEDS UNDER TORRENS REGISTRATION NUMBER 2455597, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11 THE NORTHEAST 1/4 OF SECTION 11 PART OF THE SOUTHWEST 1/4 OF SECTION 12, PART OF THE NORTHWEST 1/4 OF SECTION 13 AND PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 27, 1978 AS DOCUMENT NUMBER 3001374 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY PLAT OF SUBDIVISION RECORDED FEBRUARY 27, 1978 AS DOCUMENT 3001374.