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Cook County Recorder 33.50

98-07988



**CONSENT, SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMENT AGREEMENT DATED JULY 15, 1998 BY  
AND BETWEEN FAUL CHEVROLET, INC. (TENANT) AND  
SOUTH CHICAGO BANK (MORTGAGEE)**

Lawyers Title Insurance Corporation

**THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:**

Martin K. Blonder  
Rosenthal and Schanfield  
55 East Monroe Street  
46th Floor  
Chicago, Illinois 60603



Property of Cook County Clerk's Office

**CONSENT, SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

This Consent, Subordination, Non-Disturbance and Attornment Agreement entered into as of this 15 day of July, 1998, by and between Faul Chevrolet, Inc. ("Tenant") and South Chicago Bank ("Mortgagee").

**RECITALS:**

A. Tenant has entered into a Lease (the "Lease") dated July 1, 1998 with American National Bank and Trust Company of Chicago as Trustee UT 103316-01 ("Landlord") demising a certain portion of the property (the "Property") legally described on this Agreement which are defined in the Lease, when so used in this Agreement, shall have the defined meanings ascribed to them in the Lease.

B. Tenant has certain renewal options and other rights more fully set forth in the Lease.

C. Mortgagee claims or will claim an interest in the real property of which the Property forms a part pursuant to a certain Mortgage (the "Mortgage") between Mortgagee and Landlord dated July 13, 1998 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. \_\_\_\_\_

D. The parties hereto intend to expressly subordinate the Lease and all provisions thereof to the Mortgage and to establish certain rights of quiet and peaceful possession and use of the Premises, and other rights, for the benefit of Tenant and further to define the terms, covenants and conditions pertaining to such rights.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreement hereinafter set forth, the parties hereto hereby agree as follows:

1. Consent. Mortgagee hereby consents to the execution of the Lease and the terms and provisions thereof.

2. Subordination. The Lease is now and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage.

3. Non-Disturbance. Mortgagee agrees that so long as the Lease has not been terminated for Tenant's default in accordance with the provisions of the Lease, Mortgagee shall not disturb or otherwise interfere with Tenant's possession and quiet enjoyment of the Property in accordance with the terms of the Lease, nor shall any of the rights and privileges of Tenant under the Lease, including, without limitation, (i) all rights and options of tenant to renew or extend the term of the Lease, (ii) all rights and options of Tenant to acquire the Property, and (iii) all rights of tenant to abate Rent and to terminate the Lease (whether arising or accruing

prior to or after any foreclosure or other proceeding by Mortgagee to acquire title to the Property), be in any manner diminished or affected by Mortgagee, or by any transfer of title to the property through foreclosure of the Mortgage, or deed in lieu of foreclosure, or other proceeding, nor shall Tenant be joined in any foreclosure or other proceedings brought by Mortgagee to enforce the mortgage, all notwithstanding any default by Landlord under the Mortgage or other instrument under which Mortgagee claims an interest in the Property.

4. Tenant's Attornment. In the event the Mortgage is foreclosed for any reason or Mortgagee receives a deed in lieu of foreclosure, and Mortgagee thereafter succeeds to the interest of Landlord under the Lease, Tenant shall attorn and be bound to Mortgagee under all of the terms and conditions of the Lease for the balance of the term thereof, with the same force and effect as if Mortgagee were Landlord thereunder, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon any such attornment shall be to the extent of the remaining balance of the term of the Lease, and any extension or renewal thereof, the same as now set forth therein as the respective rights and obligations of tenant and Landlord thereunder; it being the intention of the parties hereto for this purpose to incorporate by this reference the Lease into this instrument with the same force and effect as if fully set forth herein.

5. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns, and, without limiting the generality of this paragraph, as used in this Agreement, the term "Mortgagee" shall additionally refer to any person or entity acquiring the interests of Landlord as a result of assignment or other transfer of the Mortgage or any foreclosure or other action of proceeding instituted under or in connection with the Mortgage and the term "Mortgage" shall additionally refer to the Mortgage and any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidation of the Mortgage and any future mortgage affecting the Property held by Mortgagee.

IN WITNESS WHEREOF, this Consent, Subordination, Non-Disturbance and Attornment Agreement was executed and delivered as of the date first above written.

TENANT: Faul Chevrolet, Inc.

By: [Signature]  
Title: [Signature]

MORTGAGEE: South Chicago Bank

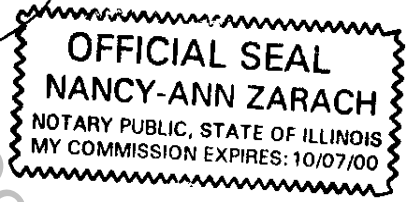
By: [Signature]  
Title: [Signature]

TENANT NOTARY

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for said County, in the state of Illinois, do hereby certify that Lawrence J. Faul, who is President of Faul Chevrolet, Inc., 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 foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 13<sup>th</sup> day of July, 1998.

*Jane L. Wae*  
Notary Public



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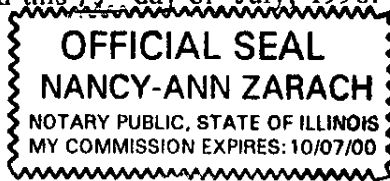
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STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the state of Illinois, do hereby certify that Lawrence Gold, who is Attorney of South Chicago Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Attorney, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 15 day of July, 1998.

  
\_\_\_\_\_  
Notary Public



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EXHIBIT "A"

LOT 1 IN E.F. STAINS SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 07-12-300-020-0000

COMMONLY KNOWN AS: 151 EAST LAKE COOK ROAD, PALATINE, ILLINOIS

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Exhibit B

Schedule of Leases\*

1. Lease to Faul Chevrolet, Inc. dated July 1, 1998

\*Name of Lessor: American National Bank and Trust Company of Chicago as Trustee under Trust 103316-01 dated August 20, 1987

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