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

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603



Doc#: 1036445025 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/30/2010 09:11 AM Pg: 1 of 8

ADDRESS OF PROPERTY:
8640 West Ogden Avenue
Lyons, IL 60534

PERMANENT INDEX NOS.:
18-02-106-02-0000, 18-02-106-022-0000,
18-02-106-023-0000, 18-02-106-024-0000,
18-02-106-031-0000

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (the "Agreement") made and entered into as of this 15th day of November, 2010, by and between **SEY INC., an Illinois corporation** (hereinafter called "Tenant"), and **MB FINANCIAL BANK, N.A.** (hereinafter, together with its successors and assigns, called "Mortgagee").

WITNESSETH

WHEREAS, Tenant entered into a lease dated October 15, 1999 (herein called the "Lease") with PG Investments LP as the landlord thereunder (said landlord, together with its predecessors and successors in interest under the Lease, the "Landlord") for a portion of the property ("Leased Premises") commonly known as 8640 West Ogden Avenue, Lyons, Illinois; and

WHEREAS, the property of which the Leased Premises is a part is situated upon real estate described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Mortgagee, as a condition to making a mortgage loan on the Premises has requested the execution of this Agreement; and

WHEREAS, the loan is evidenced by that certain Note and secured, among other things, by a Mortgage (the "Mortgage"), Assignment of Rents and Leases (the "Assignment"), and a Uniform Commercial Code Financing Statement (the "UCC"), all of which are collectively referred to herein as the "Loan Documents" and are dated November 15, 2010; and

WHEREAS, the Loan Documents other than the Note are collectively referred to as the "Security Documents"; and

WHEREAS, the Security Documents have been or will be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

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NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said Premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

3. In the event that the Mortgagee shall, by foreclosure, conveyance in lieu of foreclosure, or otherwise, succeed to the interest of the Landlord under the Lease, the Mortgagee (and any purchaser at the foreclosure sale) agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee and/or purchaser at any foreclosure sale of the Premises, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee (or purchaser) for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Mortgagee (or purchaser) had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee (or purchaser) shall not be:

- a. liable for any act or omission of any prior or subsequent landlord (including the Landlord); or
- b. subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- c. 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
- d. bound by any amendment or modification of the Lease made without its consent.

4. Notwithstanding anything to the contrary hereinabove contained, any interest of the Tenant in an option to purchase all or any part of the demised premises contained in the Lease is specifically subordinated to the rights of the first Mortgagee under the terms of the Mortgage and such option shall not be binding upon the first Mortgagee, his successors or assigns.

5. Mortgagee does not intend hereby to waive or negate any covenant or agreement in said Lease which provides Landlord an option to cancel independently of any default by Tenant.

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6. It is understood and agreed that this instrument may be dated, executed and delivered prior to the execution, delivery and/or recordation of the Security Documents but, nonetheless, this instrument shall be and remain effective for the uses and purposes herein set forth.

7. In the event the Mortgage shall be assigned, the named Mortgagee shall be relieved of further responsibility hereunder and the benefits and burdens hereunder shall inure to the benefit of and be binding upon each successor owner of the Mortgage.

(Signature Page Follows)

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

TENANT:

SEY, INC., an Illinois corporation

By: *Beryl Gore*
Beryl Gore, President

MORTGAGEE:

MB FINANCIAL BANK, N.A.

By: _____
Name: _____
Its: _____

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

TENANT:

SEY, INC., an Illinois corporation

By: *Beryl Gore*
Beryl Gore, President

MORTGAGEE:

MB FINANCIAL BANK, N.A.

By: *[Signature]*
Name: Jack H. Sharp
Its: Senior Vice President

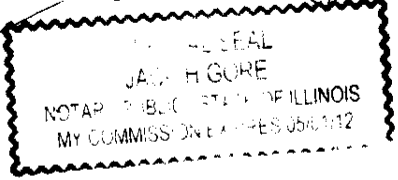
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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that **Beryl Gore** the President of **SEY, INC., an Illinois corporation** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **SEY, INC.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of Nov, 2010.

[Handwritten Signature]
Notary Public


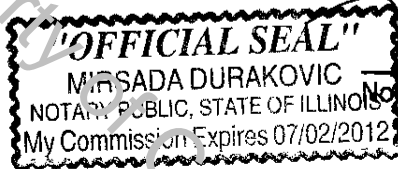
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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that JACK SHARP, the SENIOR Vice Pres. of **MB FINANCIAL BANK, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said Bank, appeared before me 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 **MB FINANCIAL BANK, N.A.** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of December, 2010.



Mirsada Durakovic

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

Lots 6, 7, 8, 9, 10, 11, 12 and 13 in Block 5 in Ricker's Addition to Lyons Subdivision being a subdivision of that part lying North of Ogden Avenue (except the North 628.4 feet of the East 638.9 feet also except the West 275.4 feet of the North 686.4 feet of the East 914.8 feet) of the West ½ of the Northwest ¼ of Section 2, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 8640 West Ogden Avenue
Lyons II 60534

Permanent Index Nos: 18-02-106-021-0000, 18-02-106-022-0000,
18-02-106-023-0000, 18-02-106-024-0000,
18-02-106-031

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