

**PREPARED BY AND  
WHEN RECORDED MAIL TO:**

Lawrence, Kamin, Saunders  
& Uhlenhop, L.L.C.  
David L. Reich  
300 S. Wacker Drive  
Suite 500  
Chicago, Illinois 60606

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

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "Agreement"), made this 25th day of September, 2014, by, between and among **QUALITY TOOLS AND ABRASIVES, INC.**, an Illinois corporation ("Tenant"), **OTO PROPERTIES**, an Illinois general partnership ("Landlord") and **AMERICAN CHARTERED BANK**, a banking corporation organized and existing under the laws of the State of Illinois ("Lender").

**WHEREAS**, Landlord and Tenant have entered into that certain Lease dated ~~February 21, 2014~~ (the "Lease") whereby Tenant agreed to lease from Landlord certain premises located in Cook County, Illinois and more fully described on Exhibit A hereto and incorporated herein (the "Leased Premises"); and

**WHEREAS**, Lender has agreed to grant a loan to Landlord (the "Loan") which Loan is to be secured by a mortgage on certain real property, including the Leased Premises (the "Mortgage"), by an Assignment of Landlord's right, title and interest in all rents for such property (the "Assignment of Rents") and other documents executed or to be executed in connection therewith; and

**WHEREAS**, Tenant has requested that Lender agree not to disturb Tenant's possessory rights in the Leased Premises if Lender should foreclose its Mortgage provided that Tenant is not in default under the Lease and further provided that Tenant attorns to Lender or the purchaser at any foreclosure sale or to any party who takes a deed in lieu of foreclosure; and

**WHEREAS**, Lender is willing so to agree on the terms and conditions hereafter provided.

# UNOFFICIAL COPY

**NOW THEREFORE**, in consideration of the mutual promises herein contained, to induce Lender to make the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Tenant and Lender covenant and agree as follows:

1. The Lease and Tenant's leasehold estate created thereby, including all rights under the Lease, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made to or to be made thereunder, to any renewals, extensions, modifications or replacements thereof, and to any subsequent mortgage with which the Mortgage may be spread and/or consolidated.

2. Tenant agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any person or entity who acquires the real property of which the Leased Premises form a part by deed in lieu of foreclosure, and the successors and assigns of such purchaser, as its Landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

3. In the event that it should become necessary to foreclose the Mortgage, Lender will not disturb Tenant's possession under the Lease so long as Tenant is not in default under any material terms, covenants, or conditions of the Lease.

4. In the event that Lender or any other party shall succeed to the interest of Landlord under the Lease, or otherwise becomes entitled to and takes possession of the Property, Lender, or any subsequent owner, shall not be:

A. Liable for any act or omission of any prior landlord (including Landlord);  
or

B. Liable for the return of any security deposit unless such security deposit has physically been received by Lender; or

C. Subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

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); or

E. Bound by any previous amendment, modification, financial settlement or termination of the Lease made without Lender's written consent; or

F. Obligated to reimburse Tenant for any costs which arise from the failure to have the Premises completed and ready for occupancy within the time requirements if any by the Lease; or

G. Obligated or liable with respect to the construction and completion of any improvements for tenant's use and occupancy.

# UNOFFICIAL COPY

5. Tenant shall not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment.

6. Tenant agrees not to enter into any amendment, modification, termination or financial settlement to the Lease without first obtaining written consent, which shall not unreasonably be withheld, thereto from Lender. Any amendment, modification, termination or financial settlement to the Lease entered into without Lender's written consent shall be null and void.

7. Tenant agrees to give Lender, by registered mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases or otherwise) of the address of such Lender. This Agreement shall constitute notice to Tenant of Lender's address as set forth below. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in the Lease, then the Lender, if it elects to cure such default, shall have an additional (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be reasonably necessary. If within such thirty (30) days, Lender has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued.

8. After notice is given to Tenant by Lender, pursuant to the Assignment, that the rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due and to become due to Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments.

9. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord and Lender, and their respective heirs, personal representatives, successors and assigns provided that the interest of Tenant under this Agreement may not be transferred or assigned without Lender's written consent, which shall not unreasonably be withheld. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall, at the option of Lender, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

10. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising thereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

11. Where under this document rights and obligations are created between Tenant and Lender, at or subsequent to foreclosure proceedings, "Lender" shall be deemed to include any

# UNOFFICIAL COPY

purchaser at a foreclosure sale or trustee's sale and any purchaser acquiring title through mortgage foreclosure proceedings.

12. Tenant has not relied upon any representation (either oral or in writing) of Lender in executing the Lease or this Agreement and Tenant shall look only to Landlord to fulfill the terms, covenants and conditions of the Lease with respect to the actions or omissions of Landlord.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

14. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be duly executed the day and year first above written.

**Landlord:**

**Address:**

605 Bonnie Lane  
Elk Grove Village, Illinois 60007

**OTO PROPERTIES**, an Illinois general partnership

By: Tom O'Connell  
THOMAS O'CONNELL, General Partner

**Tenant:**

**Address:**

605 Bonnie Lane  
Elk Grove Village, Illinois 60007

**QUALITY TOOLS AND APRASIVES, INC.**, an Illinois corporation

By: Tom O'Connell  
THOMAS O'CONNELL, President

**Lender:**

**Address:**

1199 E. Higgins Road  
Schaumburg, Illinois 60173

**AMERICAN CHARTERED BANK**, a banking corporation organized and existing under the laws of the State of Illinois

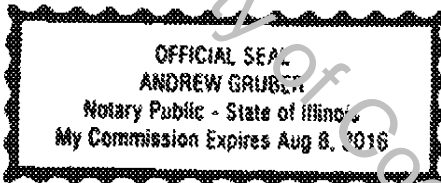
By: [Signature]  
Its: 2nd VP

# UNOFFICIAL COPY

STATE OF ILLINOIS                   )  
  ) ss  
COUNTY OF COOK                   )

On the 9<sup>th</sup> day of ~~September~~<sup>October</sup>, 2014, before me, a notary public in and for the State and County aforesaid, personally appeared THOMAS O'CONNELL, the President of QUALITY TOOLS AND ABRASIVES, INC., an Illinois corporation, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person acted and executed the instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 8/8/16

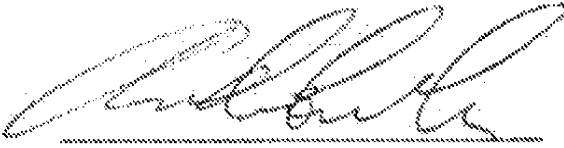
# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK        )

On the 7<sup>th</sup> day of ~~September~~<sup>October</sup>, 2014, before me, a notary public in and for the State and County aforesaid, personally appeared THOMAS O'CONNELL, a General Partner of OTO PROPERTIES, an Illinois general partnership, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted and executed the instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 8/8/16

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK        )

On the 13<sup>th</sup> day of ~~September~~<sup>October</sup>, 2014, before me, a notary public in and for the State and County aforesaid, personally appeared ANDREW GRUBER, Second Vice President of AMERICAN CHARTERED BANK, a banking corporation organized and existing under the laws of the State of Illinois, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted and executed the instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



A handwritten signature in cursive script, likely belonging to Jessalyn Gardner, the notary public.

Notary Public  
My Commission Expires: 9-16-17

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 21 IN TRITON INDUSTRIAL PARK UNIT 12, BEING A SUBDIVISION OF PART OF THE EAST ¼ OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE REGISTRAR OFFICE OF COOK COUNTY, ILLINOIS ON SEPTEMBER 10, 1975 AS DOCUMENT LR 2828608, IN COOK COUNTY, ILLINOIS.

Common Address: 605 Bonnie Lane, Elk Grove Village, IL 60007  
PIN # 08-27-102-084-0000