

# UNOFFICIAL COPY

Doc#: 2225001079 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 09/07/2022 08:35 AM Pg: 1 of 9

**THIS DOCUMENT WAS PREPARED BY,  
AND AFTER RECORDING, RETURN TO:**

Anthony C. Marino  
Quarles & Brady LLP  
411 East Wisconsin Avenue  
Milwaukee, WI 53202

**Cook County:**

Address:

250 N Mannheim Road

Hillside, IL 60162

PIN: See Exhibit A

*This space reserved for Recorders use only.*

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**"), dated this 1st day of February 2022, between WIPECO INC., an Illinois corporation ("**Tenant**"), and BMO HARRIS BANK N.A., as lender ("**Lender**").

### RECITALS:

A. Tenant is the lessee under that certain Standard Industrial Lease Agreement between Tenant and 250 N Mannheim LLC, an Illinois limited liability company, as successor-in-interest to TCG Industrial Mannheim LLC, a Delaware limited liability company ("**Landlord**"), dated October 2, 2009 (the lease and all amendments thereto are hereinafter referred to as the "**Lease**"), covering approximately 53,021 square feet of space in Unit B in Landlord's building located at 250 N. Mannheim, Hillside, Illinois, and legally described in **Schedule 1** attached hereto and made a part hereof (the "**Property**").

B. Lender is making a loan (the "**Loan**") to Landlord which is secured, in part, by the lien of a mortgage executed and delivered by Landlord to Lender encumbering the Property (the "**Mortgage**") and an assignment of all leases of and rents from the Property.

C. As a condition to making the Loan, Lender requires that Tenant enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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1. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

2. In the event Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

3. In the event that Lender shall succeed to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender shall not be:

- (a) liable for any act or omission of Landlord or any prior landlord under the Lease;
- (b) subject to any claims, offsets or defenses which Tenant might have against Landlord or any prior landlord;
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;
- (d) bound by any termination, amendment, modification, or assignment of the Lease made without Lender's prior written consent; or
- (e) liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent Lender has actually received said security deposit.

4. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender or its designee or nominee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

5. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender shall have such

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longer time as may be necessary to cure the default; provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

6. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, paid by the sending party, addressed in each case as follows:

If to Tenant:

Wipeco Inc.  
12214 River Road  
Mequon, Wisconsin 53092  
Attention: President

If to Lender:

BMO Harris Bank N.A.  
114 W. First Street,  
Hinsdale, Illinois 60521  
Attn: Mandy Singh

or to any other address for such party in the United States of America as it shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

7. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

8. This Agreement can be modified only in writing duly executed by both parties.

9. This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement. Any inconsistency between the Lease and the provisions of this Agreement shall be resolved in favor of this Agreement. Individuals signing this Agreement on behalf of a party hereto represent and warrant that they are authorized to bind that party.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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11. Upon full and indefeasible repayment of the Loan and the release of the Mortgage by Lender, this Agreement shall automatically terminate and be of no further force and effect.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

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

**TENANT:**

WIPECO INC.

By: Sandra Owoyake  
Name: Sandra Owoyake  
Its: CEO

**LENDER:**

BMO HARRIS BANK N.A., a national banking association

By: \_\_\_\_\_  
Name: Mandy Singh  
Its: Vice President

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

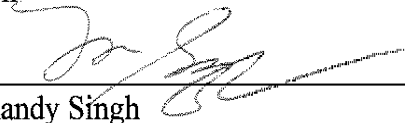
**TENANT:**

WIPECO INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LENDER:**

BMO HARRIS BANK N.A., a national banking association

By:  \_\_\_\_\_  
Name: Mandy Singh  
Its: Vice President

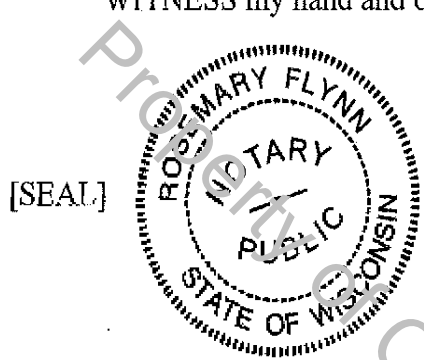
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STATE OF WISCONSIN )  
 )ss.  
COUNTY OF MAUIE )

The foregoing instrument was acknowledged before me this 4 day of March, 2022, by Sandra Wojcik, the owner / CEO of Wipeco Inc., an Illinois corporation, on behalf of said corporation.

WITNESS my hand and official seal.



Rosemary Flynn  
Notary Public

My commission Expires: 12/21/2024

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STATE OF IL )

COUNTY OF DUPAGE )<sup>ss.</sup>

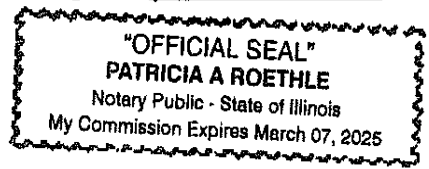
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2022, by Mandy Singh, a Vice President of BMO Harris Bank N.A., a national banking association, on behalf of said company.

WITNESS my hand and official seal.

Patricia A. Roethle  
Notary Public

[SEAL]

My commission Expires: March 7 2025





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## SCHEDULE 1

### LEGAL DESCRIPTION

**PARCEL 1:**

LOTS 1 AND 2 IN ADVENT REALTY RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN NARCO HILLSIDE CENTER FOR INDUSTRY, A SUBDIVISION OF PART OF THE NORTH 900.00 FEET (MEASURED AT RIGHT ANGLES) OF NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN THE SPECIAL WARRANTY DEED RECORDED AS DOCUMENT 20044050 AND FILED AS DOCUMENT NUMBER LR1123918 FOR THE PURPOSE OF INGRESS AND EGRESS AND ALSO FOR THE PURPOSE OF INTRODUCING AND CONNECTING SEWERS, WATER MAINS AND PUBLIC UTILITIES OVER THE WEST 65.4 FEET OF THE EAST 98.4 FEET OF THE NORTH 900 FEET OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PINs:**

15-17-201-029-0000 Vol. 168

15-17-201-030-0000 Vol. 168