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BOX 333 - TH

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 OCT 31 AM 10: 29

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PREPARED BY: *+ return to:*
STEPHEN A. MALATO, ESQ.
69 West Washington Street
27th Floor
Chicago, Illinois 60602

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT

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THIS Subordination, Non-Disturbance and Attornment Agreement is made this 31st day of October, 1986 by and between Heller Financial, Inc. (referred to herein as "Mortgagee"), and Airfone, Inc. (referred to herein as "Tenant");

R E C I T A L S:

WHEREAS, Tenant has entered into that certain lease (the "Lease") dated July 1, 1982 between The Buckeye O'Hare Company, as landlord (the "Landlord") and Tenant, as tenant, demising certain premises (the "Premises"), located at the Howard Johnson O'Hare International Hotel, 10249 W. Irving Park Road, Schiller Park, Illinois (the "Property"), as more particularly described in the Lease; and

WHEREAS, Landlord, in conjunction with the sale of the Property to Inn of O'Hare International Associates, an Illinois limited partnership ("Purchaser") will assign its interest under the Lease to Purchaser; and

WHEREAS, pursuant to that certain Tenant Estoppel Certificate dated October 10, 1986, Tenant has agreed to subordinate the Lease to the lien of any mortgage or deed of trust (whether existing as of the date of the Lease or thereafter created) covering the Premises and made by Landlord or its successors or assigns, and to execute all instruments necessary to effectuate such subordination; and

WHEREAS, Lender is the mortgagee under a certain mortgage (the "Mortgage") in the original principal sum of Nine Million Seven Hundred Fifty Thousand and no/100 Dollars (\$9,750,000.00) covering the Property and assignee under a certain collateral assignment of leases, including the lease (the "Assignment"); and

WHEREAS, the parties hereto desire to have the Lease made subject and subordinate to the Mortgage and thereupon to establish certain rights of quiet and peaceful possession for the benefit of Tenant, together with certain obligations for attornment on the part of Tenant, all in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the respective covenants herein made, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. The Lease is and shall continue hereafter to be subject and subordinate to the lien of Mortgage, subject, however, to the provisions of this agreement.
2. In the event that Mortgagee, its successors, assigns, nominees or any other party claiming by, through or under Mortgagee shall take possession of Premises by foreclosure, deed in lieu of foreclosure or any other means (Mortgagee's

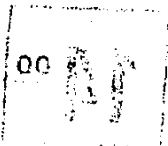
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successors, assigns, nominees or any other party herein collectively referred to as "Successors") and Tenant is not then in default (beyond any grace period set forth in the Lease for curing the same) of any covenant or condition of the Lease to be performed by Tenant, Tenant shall peaceably hold and enjoy the Premises for the remainder of the unexpired term (including any extensions thereof), which possession shall be without hinderance or interruption.

3. Tenant shall not be joined as a party-defendant in any action or proceeding which may be instituted or taken by Mortgagee by reason of any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in Mortgage.

4. In the event Mortgagee or Successors shall succeed to the rights of Landlord pursuant to the Lease:

(a) Tenant will attorn to Mortgagee or Successors and will perform, for the benefit of Mortgagee or Successors, all of the terms, covenants and conditions contained in the Lease to be kept and performed by it and shall, at the request of Mortgagee or Successors, execute and deliver a written agreement of attornment; and

(b) Mortgagee or Successors shall not be (i) liable for any act or omission of Landlord or Purchaser; (ii) subject to any offsets or defenses which Tenant may have against Landlord or Purchaser; or (iii) bound by any prepayment of rent or additional rent which Tenant may have paid for more than the the current month to Landlord or Purchaser.

5. The term "Mortgagee" shall mean the holder of Mortgage (as the same may be assigned from time to time) and the term "Mortgage" shall mean Mortgage (as the same may be renewed, modified, replaced, extended or consolidated with mortgages placed on the Property, dated subsequent to the date of the Lease).

6. Any and all notices to be given pursuant hereto shall be sufficient if in writing and mailed by United States certified or registered mail, postage prepaid, addressed to Mortgagee and Tenant as follows:

If to Mortgagee, at Heller Financial, Inc.
115 South LaSalle Street
Suite 1300
Chicago, Illinois 60603

If to Tenant, at Airfone, Inc.
2809 Butterfield Road
Oakbrook, Illinois 60521

All notices shall be deemed to have been received three (3) days following the postmark dates thereof.

7. This agreement and the covenants, conditions and promises herein contained shall inure to the benefit of and be binding upon Mortgagee and Tenant, their respective successors, assigns, grantees and legal representatives.

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IN WITNESS WHEREOF, Mortgagee and Tenant have caused this agreement to be executed by their duly authorized officers and their respective corporate seals to be affixed hereto, as of the day and year first above written.

Mortgagee

Heller Financial, Inc.

By: Thomas A. Juchel
Its: Vice-President

ATTEST:

By: Anthony B. Fiano
Its: Asst. Secretary

Tenant

Airfone, Inc.

By: Frank J. P.
Its: Ex. V.P.

ATTEST:

By: Sandra A. Hoken
Its: Notary

STATE OF Illinois)
COUNTY OF Cook) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Thomas Juchel, of Heller Financial, the Mortgagee named in the foregoing instrument ("Mortgagee"), and Anthony B. Fiano, Asst. Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that as custodian of the corporate seal of Mortgagee, did affix the same to said instrument as his own free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of October, 1986.

[Signature]
Notary Public

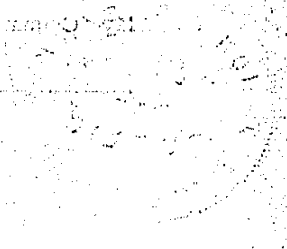
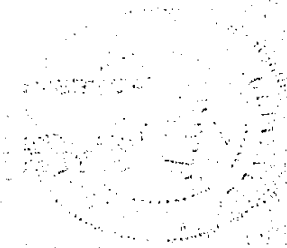
My Commission Expires:

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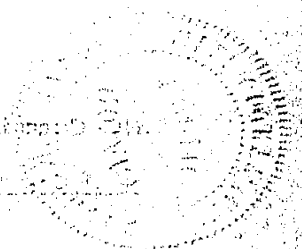


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PROPERTY

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT LAND LYING IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 'A':

THAT PART OF LOT 2 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT, 557.684 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, TO A POINT ON EAST LINE OF SAID LOT, 500 FEET SOUTH OF THE NORTH EAST CORNER THEREOF, EXCEPTING THEREFROM THAT PART THEREOF LYING NORTH OF A LINE WHICH INTERSECTS THE EAST AND WEST BOUNDARIES OF SAID LOT 2, 27.46 FEET SOUTH OF THE NORTH EAST AND NORTH WEST CORNERS THEREOF AS PER DOCUMENT 57C-6303 ALL IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 'B':

THAT PART OF LOT 2 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT, 557.684 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, TO A POINT ON EAST LINE OF SAID LOT, 500 FEET SOUTH OF THE NORTH EAST CORNER THEREOF, AND THE NORTH 8.98 FEET OF LOT 7 IN SAID SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 1 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 1; THENCE NORTH ALONG WEST LINE OF SAID LOT 1 TO A POINT 500 FEET SOUTH OF NORTH WEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES TO RIGHT WITH LAST DESCRIBED LINE A DISTANCE OF 232.74 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE (SAID LINE RUNNING TO LEFT AND HAVING A RADIUS OF 5854.58 FEET) A DISTANCE OF 359.59 FEET TO A POINT ON SOUTH LINE OF SAID LOT 1, 214.50 FEET WEST OF SOUTH EAST CORNER OF SAID LOT 1, THENCE WEST ALONG SOUTH LINE OF SAID LOT 1 TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 8 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 (EXCEPT THAT PART LYING NORTH OF IRVING PARK ROAD) OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF A CURVED LINE, SAID LINE BEING THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5,854.58 FEET AND INTERSECTS THE WEST LINE OF SAID LOT 8, 383.01 FEET NORTH OF ITS SOUTH WEST CORNER AND THE NORTH LINE OF SAID LOT 8, 214.5 FEET WEST OF ITS NORTH EAST CORNER IN COOK COUNTY, ILLINOIS.

16249w Irving Park

- P.I.N. 12-16-307-004-0000 Lot
- P.I.N. 12-16-307-005-0000 Lot
- P.I.N. 12-16-307-027-0000 Lot
- P.I.N. 12-16-307-025-0000 Lot

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