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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Agreement entered into this 18th day of March, 1986 between American National Bank and Trust Company of Chicago (the "Lender") and Dehler Manufacturing Co., Inc., (the "Lessee").

W I T N E S S E T H

WHEREAS, the Lessee entered into a Lease dated the date hereof (the "Lease") with Ernest Dehler, as lessor (the "Lessor"), pertaining to office and manufacturing space (the "Leased Premises"), at the property commonly known as 5801 West Dickens Avenue, Chicago, Illinois, which property is described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, the Lender is the holder of a certain Note dated June 1, 1979 in the original principal sum of \$800,000.00 (the "Note"), which Note is secured by a Mortgage and Security Agreement on the Property dated June 1, 1979 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 5, 1979, as Document No. 2503535 (the "Mortgage");

WHEREAS, the Lessor has assigned or will assign to the Lender its interest in the Lease as additional security for the indebtedness evidenced by the Note; and

WHEREAS, the Lessee desires to be assured of continued occupancy of the Premises under the terms of its Lease and subject to the terms of the Mortgage.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Lessee hereby subordinates its interest as lessee under the Lease to the lien of the Mortgage, which Lease shall be effective with respect to the Mortgage as if the Lease was executed subsequently to the execution and recording of the Mortgage.

2. In the event of the exercise by the Lender of its right to foreclose the Mortgage prior to the expiration of the term of the Lease, and so long as the Lessee shall duly make all payments of rent under the Lease and shall duly perform all of the other covenants and conditions to be performed by it under the Lease, the Lender does hereby covenant and agree as follows:

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(a) The right of possession of the Lessee to the Leased Premises and its rights arising out of the Lease and the estate created thereby shall not be affected or disturbed by the Lender in the exercise of any of its rights under the Mortgage, notwithstanding that the Lessee may be named as a party defendant to any action to foreclose the Mortgage, and the Lessee shall not have any right to terminate the Lease as a consequence of being named a party defendant thereto.

(b) In the event that the Lender or any other person acquires title to the Property pursuant to the exercise of any remedy provided in the Mortgage, the Lease shall not be terminated or affected thereby, and the Lender hereby covenants that any sale by it of the Property pursuant to the exercise of any rights and remedies under the Mortgage shall be made subject to the Lease and the rights of the Lessee thereunder.

(c) In the event the Lender becomes the owner of the Property and assumes the obligations of the lessor under the Lease, the Lender shall not in any way or to any extent be:

(1) liable for any act or default on the part of the original or any prior lessor under the Lease occurring prior to the date the Lender became the owner of the Property and Lessee shall have no right to assert against the Lender any claim therefor or for any damages, offsets or defenses arising therefrom;

(2) liable for any obligation of the lessor under the Lease arising from and after the date on which the Lender ceases to be owner of the Property;

(3) liable for the commencement or completion of any construction or any contribution toward construction or installation of existing or additional improvements upon the Property or for the costs of any restoration in excess of the proceeds, if any, recovered under any insurance policies;

(4) liable for any prepayment of rent for more than the then current month, or for any deposit, rental security or any other sums deposited with the original or any prior lessor under the Lease and not delivered to the Lender; or

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(4) bound by any amendment or modification of the Lease made without the Lender's prior written consent.

3. In the event of the exercise by the Lender of its rights to foreclose the Mortgage (or in the event of a conveyance in lieu of foreclosure) prior to the expiration of the term of the Lease, the Lessee hereby agrees to make full and complete attornment to the Lender (or to the purchaser at the foreclosure sale, as applicable) for the balance of the term of the Lease, upon the same terms, covenants and conditions so as to establish direct privity of estate and contract between the Lender (or such purchaser, as applicable) and the Lessee, with the same force and effect as though the Lease were originally made directly by the Lender (or such purchaser, as applicable) and the Lessee, and the Lessee will thereafter make all rent payments thereunder directly to the Lender (or said purchaser, as applicable).

4. The Lender shall not be liable for the performance of any obligation hereunder arising from and after the date the Lender ceases to be the holder of the Note secured by the Mortgage and ceases to have any interest in the Property but such obligations shall bind any subsequent owner or holder of said Note and Mortgage. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, legal representatives, successors and assigns.

5. The Lessee hereby certifies that, to the best of its knowledge, no defaults exist on the part of the Lessor under the Lease, that the Lease has not been amended except as stated above, is a complete statement of the agreements of the parties thereto, and that the terms and conditions of the Lease are in full force and effect.

6. Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

Lender: American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Commercial Banking Department, Division J

Lessee: Dehler Manufacturing Co., Inc.
5801 West Dickens Avenue
Chicago, Illinois 60639

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally deli-

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vered or two business days after the day on which it is deposited in the United States mail.

7. Notwithstanding any provision of this Agreement, the Lease or any other instrument or agreement to the contrary, any interest of the Lessee in any option to purchase all or any part of the Property is specifically subordinated to the rights of the Lender under the terms of the Mortgage and such option shall not be binding upon the Lender, its successors or assigns.

IN WITNESS WHEREOF, the parties hereto duly execute this agreement on the day and year first above written.

LESSEE:

DEHLER MANUFACTURING CO., INC.

By [Signature]
Its President

ATTEST: [Signature]
Its Assistant Secretary

LENDER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By [Signature]
Its Credit Vice President

ATTEST: [Signature]
Its Branch Vice President

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THIS INSTRUMENT WAS PREPARED BY,
AND AFTER RECORDING IS TO BE RETURNED TO:

Gary N. Ruben
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Chicago, Illinois 60603

BOX 333 - HV

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ROSANNE LERNER, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Ernest Dehler and David Apter, as President and Asst. Secretary, respectively, of Dehler Manufacturing Co., Inc. personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Asst. Secretary of said corporation, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of March, 1986.

Rosanne Lerner
Notary Public

My Commission Expires:

MARCH 9, 1989

Notary Public of Cook County Clerk's Office

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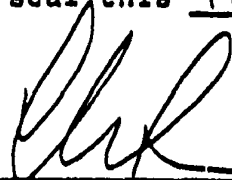
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ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Carole K. Tonne, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Roger A. Pillsbury and Thomas J. Biehe, as 2nd Vice President and 2nd Vice President respectively, of American National Bank and Trust Company of Chicago, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 2nd Vice President and 2nd Vice President of said Bank, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank for said uses and purposes.

GIVEN under my hand and notarial seal this 19th day of March, 1986.



Notary Public

My Commission Expires:

3-31-88

Clerk of Cook County Clerk's Office

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EXHIBIT A

PARCEL 1:

THAT PART OF THE SOUTH 466 FEET (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN FOR RAILROAD) OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 466 FEET, WHICH IS ALSO THE SOUTH LINE OF DICKENS AVENUE, SAID POINT BEING 960.25 FEET EAST OF THE EAST LINE OF AUSTIN AVENUE, WHICH IS 33 FEET EAST OF THE WEST LINE OF SAID NORTH EAST 1/4 AND SAID POINT BEING ON CENTER LINE OF A 13 INCH BRICK WALL EXTENDED NORTH, THENCE SOUTH ALONG CENTER LINE OF SAID 13 INCH BRICK WALL 198.10 FEET MORE OR LESS TO SOUTH FACE OF A PARTITION WALL; THENCE EAST ALONG SOUTH FACE OF SAID WALL 19.55 FEET TO EAST FACE OF A BRICK WALL; THENCE SOUTH ALONG THE EAST FACE OF SAID WALL 18.40 FEET TO SOUTH FACE OF A BRICK WALL; THENCE EAST ALONG THE SOUTH FACE OF SAID WALL 10.55 FEET TO EAST FACE OF A BRICK WALL; THENCE SOUTH ALONG EAST FACE OF SAID WALL AND LINE OF SAID WALL EXTENDED SOUTH 198.50 FEET MORE OR LESS TO A POINT IN SOUTH LINE OF NORTH 416 FEET OF SAID SOUTH 466 FEET, SAID POINT BEING 991.17 FEET EAST OF SAID EAST LINE OF AUSTIN AVENUE; THENCE EAST ALONG SAID SOUTH LINE TO EAST LINE OF SAID WEST 1/2 OF SAID NORTH EAST 1/4; THENCE NORTH ALONG EAST LINE OF THE WEST 1/2 OF SAID NORTH EAST 1/4 TO THE NORTH LINE OF SAID SOUTH 466 FEET OF WEST 1/2 OF SAID NORTH EAST 1/4 (WHICH IS ALSO SOUTH LINE OF DICKENS AVENUE) AND THENCE WEST ALONG SAID NORTH LINE TO POINT OF BEGINNING

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS RESERVED IN DEED DATED SEPTEMBER 5, 1940 AND RECORDED SEPTEMBER 10, 1940 AS DOCUMENT 12543669 OVER AND UPON THAT PART OF VACATED NORTH MENARD AVENUE LYING EAST OF AND ADJACENT TO PARCEL 1 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS THE WEST 33 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF VACATED ARMITAGE AVENUE WHICH LIES SOUTH OF AND ADJOINING LOTS 10 TO 19 OF BLOCK 5 IN CENTRAL AVENUE SUBDIVISION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CENTER LINE OF GRAND AVENUE (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY) AND NORTH OF THE RIGHT OF WAY OF SAID RAILROAD; AND ALSO THAT PART OF VACATED NORTH MENARD AVENUE LYING WEST OF AND ADJOINING SAID VACATED PORTION OF ARMITAGE AVENUE HEREINBEFORE DESCRIBED, IN COOK COUNTY, ILLINOIS.

5841 West Dickens
Chicago, IL 60639

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