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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Reference is made to a certain Industrial Building Lease (the "Lease") dated December 14, 1984 between GOVERNOR'S OFFICE PARK V, an Illinois general partnership, ("Governor's") as the sole beneficiary of First National Bank of Blue Island under Trust Agreement dated June 3, 1985 and known as Trust No. 85063 ("Landlord") and GATEWAY INDUSTRIES, INC., a Delaware corporation ("Tenant") pertaining to certain premises located at 19900 Governor's Drive, Olympia Fields, Illinois and more particularly described in Exhibit "A" attached hereto (the "Premises").

MATTESON-RICHTON BANK ("Mortgagee") holds a mortgage encumbering the Premises and other property located on the Premises (the "Mortgage"), which was granted to secure a loan made pursuant to a certain Loan Agreement (the "Loan Agreement") dated as of October 1, 1985 among the Village of Olympia Fields ("Village"), First National Bank of Blue Island as Trustee under Trust Number 85063 and Governor's, and assigned by the Village to Mortgagee and notwithstanding anything in the Lease to the contrary, Mortgagee and Tenant hereby agree:

1. The Lease and the rights of Tenant thereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of the Mortgage and to all advances made or hereafter to be made upon the security thereof. Tenant agrees to execute and deliver such further instruments, in form and content reasonable satisfactory to Mortgagee, subordinating the Lease to the lien of the Mortgage as may be requested in writing by Mortgagee from time to time. Tenant acknowledges that its title is and always shall be subordinate to the interest of Landlord and Mortgagee in the Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the Landlord or Mortgagee in the Premises. Notwithstanding anything to the contrary herein contained, Mortgagee may, by written notice to Tenant, subordinate its Mortgage to the Lease.

2. Upon the foreclosure of the Mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall, subject to the provisions of Paragraph 4 below, attorn to and recognize Mortgagee or the purchaser of the Premises at any foreclosure sale or the grantee of a deed in lieu of foreclosure with respect to the Premises (such purchaser or grantee hereinafter referred to as a "Foreclosure Purchaser") as Tenant's Landlord under the Lease.

3. Neither Mortgagee, its successors or assigns, nor any foreclosure Purchaser shall in any way or to any extent be obligated or liable to Tenant (i) for any prior act, or default on the part of the original or any prior landlord under the Lease, or (ii) for any security deposit or any other sums deposited with the original or any prior landlord under the Lease, and not physically delivered to Mortgagee, its successors or assigns, or

PREPARED BY AND MAIL TO:

John Duax
SCHWARTZ & FREEMAN
401 North Michigan Avenue
Chicago, Illinois 60611

STREET ADDRESS:

19900 Governor's Drive
Olympia Fields, Illinois 60461

Tax Number: 31-14-200-026 (16)
31-14-200-024 (14) *yo*

Dated as of October 1, 1985

(MHS) Box 57

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(iii) under any provision in the Lease relating to a duty or obligation of the landlord first accruing prior to the foreclosure or transaction in lieu of foreclosure, or (iv) with respect to the construction and completion of the Premises; and Tenant shall have no right to set up or assert any of the foregoing or any damages arising therefrom as an offset, defense or counterclaim against Mortgagee, its successors or assigns or any Foreclosure Purchaser.

4. Tenant's right to possession of the Premises shall not be disturbed (and the rent and all other provisions of the Lease shall be honored without any changes or modification whatsoever) by Mortgagee, its successors or assigns, provided Tenant is not in default under the Lease and shall continue to observe and perform its obligations under the Lease and this Agreement and shall pay rent as provided in the Lease to whomever may be lawfully entitled to the same from time to time without any offset or other defense.

5. Prior to or concurrently with the execution of this Agreement Tenant shall deliver a certificate, in the form attached hereto as Exhibit B, to Mortgagee.

6. Tenant agrees to give Mortgagee or any Foreclosure Purchaser, by registered or certified mail, notice of any default by Landlord under the Lease. Tenant further agrees that if Landlord shall have failed to cure such default within the time, if any, provided for in the Lease, Mortgagee or any Foreclosure Purchaser shall have an additional thirty (30) days after receipt of notice thereof to cure such default or if such default cannot be cured within that time, then Mortgagee or any Foreclosure Purchaser shall have such additional time as may be reasonably necessary to cure such default provided, if within such thirty (30) days and at all times thereafter, Mortgagee or any Foreclosure Purchaser 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). Such period of time shall be extended by any period during which Mortgagee is prevented from commencing or pursuing such foreclosure proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid, for Mortgagee or any Foreclosure Purchaser to cure such default shall have expired without cure, Tenant shall have no right to, and shall not, terminate the Lease on account of default by Landlord. The Lease may not be modified or amended so as to reduce the rent or shorten the term, or so as to adversely affect in any other material respect the rights of the Landlord thereunder, nor shall the Lease be cancelled or surrendered, without the prior written consent of Mortgagee.

7. Tenant will in no event (i) assign its interest in the Lease, (ii) permit its interest under the Lease to be assigned by operation of law or otherwise, or (iii) subordinate or agree to subordinate the Lease to any other lien or encumbrance, without the express prior written consent of the Mortgagee, or its successors or assigns.

8. This Agreement shall inure to the benefit of Mortgagee and its successors and assigns and to any successor or assign of Tenant consented to by Mortgagee; provided, that upon Mortgagee's assignment of its interest, all obligations and liabilities of

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Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.

9. This Agreement shall not affect either the superior lien of the Mortgage or the superior right of Mortgagee to condemnation and insurance proceeds.

10. All notices hereunder shall be given in writing by United States registered or certified mail, postage prepaid, at the addresses of the parties set forth below or to such other address as the parties may from time to time designate by such a written notice.

11. Tenant agrees that this Agreement satisfies any condition or requirement relating to the granting of a non-disturbance agreement.

MATTESON-RICHTON BANK
Mortgagee

By: William W. Kwan

Its: Ex. Vice Pres.

ADDRESS:
Route 30 at Kostner Avenue
Matteson, Illinois 60443

ATTEST:

Ala C. Krumer, Asst. Secretary

GATEWAY INDUSTRIES, INC.
Tenant

By: Joseph J. Frank

Its: President

ADDRESS:
19900 Governor's Drive
Olympia Fields, Illinois 60461

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AGREEMENT BY LANDLORD AND TRUSTEE

Landlord, as the Mortgagor under the Mortgage, agrees for itself and for its successors and assigns that (i) the foregoing Subordination, Attornment and Non-Disturbance Agreement (the "Agreement") does not constitute a waiver or partial waiver by Mortgagee of any of its rights under the Mortgage and (ii) the Agreement does not in any way release the Mortgagor from its obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of the Mortgage, and that each of same remain in full force and effect and must be complied with by the Mortgagor thereunder and (iii) Mortgagor will not take any action contrary to or inconsistent with the provisions of the Agreement.

This Agreement is executed by First National Bank of Blue Island ("Trustee"), not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Trustee are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made on information and belief are to be construed accordingly, and no personal liability shall be asserted or enforceable against Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

LANDLORD:

GOVERNOR'S OFFICE PARK V, an Illinois general partnership

By: 

TRUSTEE:

First National Bank of Blue Island, as trustee under Trust Agreement dated June 3, 1985 and known as Trust No. 8506B

By: 

By:

Its: Robert E. Joziff

Secretary

Its: William H. Brown

VICE-PRESIDENT & TRUST OFFICER

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EXHIBIT "A" 221945

LEGAL DESCRIPTION

THE NORTH 319.0 FEET OF LOTS 14 AND 16 (EXCEPTING FROM SAID LOT 16 THE WEST 341.0 FEET THEREOF AND EXCEPTING FROM SAID LOT 16 THE SOUTH 114.0 FEET OF THE NORTH 319.0 FEET OF THE EAST 20.0 FEET OF THE WEST 361.0 FEET THEREOF) ALL IN GOVERNOR'S COMMERCIAL PARK THIRD ADDITION, BEING A RESUBDIVISION OF LOT 12 IN GOVERNOR'S COMMERCIAL PARK SECOND ADDITION, BEING A RESUBDIVISION OF PART OF LOT 3 IN GOVERNOR'S COMMERCIAL PARK SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWEST OF THE NORTHWESTERLY RIGHT OF WAY LINE OF GOVERNORS HIGHWAY (U.S. ROUTE 54) AS HERETOFORE DEDICATED BY DOCUMENT NO. 12473622, RECORDED FEBRUARY 14, 1940 (EXCEPTING THEREFROM THE NORTH 50.00 FEET THEREOF TAKEN FOR VOLLMER ROAD AS DOCUMENT NO. 11549019 RECORDED JANUARY 18, 1935) IN COOK COUNTY, ILLINOIS.

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EXHIBIT B TO SUBORDINATION, ATTORMENT AND NON-DISTURBANCE AGREEMENT

CERTIFICATE

Reference is made to that certain lease, dated December 14, 1984 between Governor's Office Park V, an Illinois general partnership, as sole beneficiary of First National Bank of Blue Island, under Trust Agreement dated June 3, 1985 and known as Trust No. 85063, as Landlord, and Gateway Industries, Inc., a Delaware corporation, as Tenant, covering the premises located at 19900 Governor's Drive, Olympia Fields, Illinois (the "Premises") as further described in said lease (the "Lease").

Tenant hereby certifies to and agrees with Matteson-Richton Bank that:

(1) The Lease is in full force and effect and has commenced on December 14, 1984;

(2) Tenant has no offsets or defenses to its performance to the terms and conditions of the Lease, including the payment of rent;

(3) Tenant has accepted and is in possession of the Premises;

(4) Tenant has not and will not pay rent more than one (1) month in advance to Landlord;

(5) Tenant will not look to any mortgagee for any security deposits paid to Landlord under the Lease unless such deposits have been received in cash by such mortgagee;

(6) Tenant has received notice of and agrees to be bound by the Assignment of Rents and Leases dated October 1, 1985 to Matteson-Richton Bank;

(7) Tenant will give to Matteson-Richton Bank copies of all notices required or given by Tenant to Landlord in connection with the Lease; and

(8) Notwithstanding any term, covenant or condition of the Lease, Tenant shall have no right to any lien against the mortgage held by Matteson-Richton Bank which would be prior or superior to said mortgage.

This certificate is made as of _____ day of _____, 1985 for the benefit of a reliance by Matteson-Richton Bank.

GATEWAY INDUSTRIES, INC.

By: _____

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STATE OF)
) SS:
COUNTY OF)

I, the undersigned, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY THAT _____ of Gateway Industries, Inc., a _____ corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument in the capacity above stated, appeared before me this day 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, 198_.

Notary Public

MY COMMISSION EXPIRES:

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STATE OF ILLINOIS)
) SS.
 COUNTY OF C O O K)

I, Helen Cooke, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM H. Thomson, VICE-PRESIDENT & TRUST OFFICER of FIRST NATIONAL BANK OF BLUE ISLAND and ROBERT E. JELLY, Asst. Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE-PRESIDENT & TRUST OFFICER 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 said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of NOVEMBER, 1952.

Helen Cooke
 Notary Public

Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Mary Ann Scriba, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William D. O'Hearn, Executive Vice President of MATTESON-RICHTON BANK of said Bank, who is personally known to me to be the same person whose name is subscribed to the fore-going instrument as such Ex. Vice Pres., appeared before me this day 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 Bank for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 27th day of November, 1985.

Mary Ann Scriba
Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Mary Ann Scriba, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank J. Frick, President of GATEWAY INDUSTRIES, INC. and Alan C. Kromer, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 said Company for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of November, 1985.

Mary Ann Scriba
Notary Public

COOK County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 27th day of November, 1985, by ALLEN BESTERFIELD, a General Partner of GOVERNOR'S OFFICE PARK V, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, who appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of November, 1985.

Mary Ann Smith
Notary Public

My Commission Expires: June 22, 1987.

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[Handwritten signature]

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