

ESTOPPEL, SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT made the 29th day of July, 1986, between WESTINGHOUSE CREDIT CORPORATION, a Delaware Corporation, having its principal place of business at One Oxford Centre, 301 Grant Street, Pittsburgh, PA 15219 ("WCC") and GATEWAY INDUSTRIES, INC. having its principal offices at Olympia Fields, Illinois (the "Tenant").

W I T N E S S E T H:

WHEREAS, WCC has agreed to make a mortgage loan to Triskett Illinois, Inc., ("Landlord") to be secured by a Mortgage (the "Mortgage") covering the Landlord's fee simple estate with respect to the real property located at 215 East 171st St., Harvey, Illinois, as more fully described in Exhibit A attached hereto and incorporated herein (the "Mortgaged Premises");

WHEREAS, Tenant is lessee under a lease ("Occupancy Lease") between Landlord and Tenant dated the 1st day of January, 1984, for space ("Demised Premises") in the Mortgaged Premises; and

WHEREAS, WCC and Tenant desires to confirm their understanding with respect to the Mortgage and the Occupancy Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce WCC to make the loan to Landlord, WCC and Tenant hereby agree and covenant:

FIRST:

The foregoing preambles are made a part hereof.

The Tenant hereby asserts that the Occupancy Lease is in full force and effect and that as of the date of this Agreement there is no default under the Occupancy Lease on behalf of Tenant and to the best of Tenant's information and belief no default on behalf of Landlord. Tenant hereby states that it is in full and corporate possession of the Demised Premises; that the Tenant is paying rent in monthly installments as provided in the Occupancy Lease; that all improvements to the Demised Premises required to be furnished pursuant to the terms of the Occupancy Lease have been completed and are satisfactory; that all duties of an inducement nature have been fulfilled; that no rents have been prepaid except as provided in the Occupancy Lease and that Tenant has no claim against Landlord which might result in an off-set against future occurring rents; ^{except as noted *} that Tenant has received no notice of a prior transfer of the Occupancy Lease; and that Tenant will not enter into any modification of the Occupancy Lease without the prior written consent and approval of WCC.

SECOND:

Tenant hereby subordinates the Occupancy Lease and the interest of Tenant thereunder to the lien of the Mortgage.

* Tenant has informed landlord of roof leaks in premises which remain uncured as of this date.

Mail to Box 77 Attn: J. Foster

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THIRD:

Notwithstanding such subordination, so long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Occupancy Lease on Tenant's part to be performed, Tenant's possession of the Demised Premises and Tenant's rights and privileges under the Occupancy Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Occupancy Lease shall not be diminished or interfered with by WCC, and Tenant's occupancy of the Demised Premises shall not be disturbed by WCC for any reason whatsoever during the term of the Occupancy Lease or any such extensions or renewals thereof.

FOURTH:

Notwithstanding such subordination, so long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Occupancy Lease on Tenant's part to be performed WCC will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Occupancy Lease because of any default under the Deed.

FIFTH:

If the interest of Landlord shall be transferred to and owned by WCC by reason of foreclosure or other proceedings or by any other manner, then Tenant shall be bound to WCC under all the terms, covenants and conditions of the Occupancy Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effective in accordance with any option therefor with the same force and effect as if WCC were the Landlord under the Occupancy Lease and Tenant does hereby attorn to:

1. WCC or the Trustee under the Mortgage when in possession of the Mortgaged Premises;
2. a receiver appointed in any action or proceeding to foreclose said Mortgage;
3. any party acquiring title to the Mortgaged Premises; or
4. any successor to Landlord

said attornment to be effective and self-operative without the execution of any further instructions on the part of any of the parties hereto immediately upon WCC or the Trustee under the Mortgage succeeding to the interest of the Landlord under the Occupancy Lease; provided, however, that Tenant receives written notice from WCC that it or the Trustee has succeeded to the interest of the Landlord under the Occupancy Lease. The respective rights and obligations of Tenant and WCC upon such attornment, to the extent of the then remaining balance of the term of the Occupancy Lease and any such extensions and renewals shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Occupancy Lease in this Agreement by reference with the same force and effect as if set forth in length herein.

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SIXTH:

If WCC shall succeed to the interest of Landlord under the Occupancy Lease, WCC shall be bound to Tenant under all the terms, covenants and conditions of the Occupancy Lease and Tenant shall, from and after WCC's succession to the interest of Landlord under the Occupancy Lease, have the same remedies against WCC for the breach of agreement contained in the Occupancy Lease that Tenant might have under the Occupancy Lease against Landlord if WCC had not succeed to the interest of Landlord; provided, however, that WCC shall not be:

1. liable for any act or omission of any prior landlord (including Landlord); or
2. subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or
3. 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
4. bound by an amendment or modification of the Occupancy Lease made without its consent.

SEVENTH:

This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall insure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

WESTINGHOUSE CREDIT CORPORATION

GATEWAY INDUSTRIES, INC.

By: Susan K. Hogoselski
Its: Mgr. Underwriting Services

By: John C. Kromer
Its: Controller

(CORPORATE ACKNOWLEDGMENT)

STATE OF PA,
COUNTY OF Allegheny, SS:

On this 31st day of July, 1986, before me, a Notary Public in and for said County and State, personally appeared SUSAN K. HOGOSELSKI, known to me to be the person who as Mgr. Underwriting Services of Westinghouse Credit Corporation, the Corporation which executed the foregoing instrument, signed the same, and acknowledged to me that (s)he did so sign said instrument in the name and upon behalf of said Corporation as such officer and by authority of

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a Resolution of its board of Directors; and that the same is his/her free act and deed as such officer and the free and corporate act and deed of said Corporation.

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

Nancy C. Schuler
Notary Public

NANCY C. SCHULER, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires Aug. 11, 1986

(CORPORATE ACKNOWLEDGMENT)

STATE OF ILLINOIS,
COUNTY OF COOK, SS:

On this 29th day of July, 1986, before me, a Notary Public in and for said County and State, personally appeared Alan C. Kromer, known to me to be the person who is Controller of Gateway Industries, Inc., the Corporation which executed the foregoing instrument, signed the same, and acknowledged to me that (s)he did so sign said instrument in the name and upon behalf of said Corporation as such officer and by authority of a Resolution of its board of Directors; and that the same is his/her free act and deed as such officer and the free and corporate act and deed of said Corporation.

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

Virginia E. Clarke
Notary Public

My Commission Expires November 3, 1987

This instrument was prepared by:

Carl F. Dixon, Esq.
PORTER, WRIGHT, MORRIS & ARTHUR
1500 Huntington Building
Cleveland, Ohio 44115
(216) 443-9000

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EXHIBIT A

Parcel B:

Street Address: 215 East 171st Street
Harvey, Illinois

Permanent Index No: 29-29-205-012 CG

Legal Description:

That part of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the East line of Center Street (said East line being a line 33.00 feet East of and parallel with the West line of the Northeast 1/4 of said Section 29) with the North line of 171st Street (said North line being a line 33.00 feet North of and parallel with the South line of the Northeast 1/4 of said Section 29);

Thence North 0° 00' 00" East on the East line of Center Street aforescribed a distance of 805.66 feet to a point on the arc of a circle;

Thence Southeasterly along the arc of a circle convex to the Southwest having a radius of 415.72 feet, a chord distance of 351.90 feet and a delta angle of 50° 00' 18", a distance of 363.36 feet to a point of tangency;

Thence South 88° 08' 30" East on a line tangent to the last described curve a distance of 35.18 feet to a point on the East line of the West 382.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 29;

Thence South 0° 00' 00" East on the last described line a distance of 644.18 feet to a point on the North line of 171st Street aforescribed;

Thence South 89° 48' 40" West on the last described line a distance of 349.00 feet to the point of beginning, in Cook County, Illinois.

DEPT-91 RECORDING \$14.00
INDEXED FROM 1979 08/05/91 15 48 00
RECORD # 1 * - 84 - 23 62 03
COOK COUNTY RECORDER

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