

ATTORNMENT, SUBORDINATION
AND NON-DISTURBANCE AGREEMENT

This Attornment, Subordination and Non-Disturbance Agreement is made and entered into as of the 2nd day of November, 1986, by and among Unisys Corporation ("Tenant"), Amalgamated Trust & Savings Bank, as trustee under Trust Agreement dated May 1, 1970 and known as Trust No. 2167 ("Landlord"), and SMA LIFE ASSURANCE COMPANY ("Lender").

I

Recitals

1.1 Tenant is the tenant under a Lease Agreement dated May 6, 1976 between Tenant and Landlord and a Lease Extension Agreement dated May 1, 1986 between Tenant and Landlord (collectively, the "Lease") pertaining to and covering a portion, as such portion is specifically described in the Lease (the "Demised Premises"), of that real estate which is commonly and legally described on Exhibit A attached hereto (the "Property" or the "Building").

1.2 Lender is presently contemplating the making of a loan (the "Loan") to Landlord as permanent financing for the Property. Accordingly, this Agreement is entered into by the parties hereto with the intention of having Lender rely thereon in disbursing the Loan.

II

Warranties, Covenants and Agreements

2.1 The Lease, all extensions, modifications (including modifications set forth in this Agreement) and renewals thereof, and all of Tenant's rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to that certain mortgage which is to be granted as security for the Loan and all extensions, modifications and renewals thereof (the "Mortgage"), and all other documents, including an Assignment of Leases and Rents (the "Assignment"), and all extensions, modifications and renewals thereof, now or hereafter additionally securing the Loan (such Mortgage and other documents being together referred to herein as the "Loan Documents") to the same extent as if the Loan Documents had been executed, delivered and recorded prior to execution of the Lease.

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2.2 Tenant agrees that it will not after the date hereof subordinate the Lease to any mortgage, deed of trust or other lien on title to the Property, other than the Loan Documents or any subsequent or additional deed of trust or mortgage (and instruments supplemental thereto) which may be granted to Mortgagee, without first obtaining the written consent of Mortgagee.

2.3 Tenant agrees that Lender shall have the right at any time to elect, by a notice in writing given to Tenant, to make the Lease and the rights and interests of Tenant thereunder (and in and to the Demised Premises) superior to the Loan Documents, and upon the giving of such notice to Tenant, the Lease shall be deemed prior and superior to such Loan Documents and the interest thereby created and evidenced.

2.4 Tenant does hereby acknowledge that it is aware that Landlord will execute, as one of the Loan Documents, the Assignment in connection with the Loan, and that Lender would not complete the financing arrangements but for the execution by Tenant of this Assignment, Subordination and Non-Disturbance Agreement (the "Agreement"); and Tenant agrees that Lender may rely hereon for all purposes, including consummation of the Loan.

2.5 Tenant acknowledges that under the provisions of the Assignment, Landlord for its part has agreed that (i) the Lease shall not, after the date hereof, inter alia, be terminated or surrendered, renewed (except as specifically permitted by the Lease), or modified without first obtaining the prior written consent of Lender and (ii) Landlord has agreed not to accept from Tenant rent which shall be paid for a period more than one month in advance. The interest of the Landlord in the Lease shall be assigned to Lender solely as security for the purpose specified in the Assignment, and Tenant acknowledges that Mortgagee (i) shall not be liable (a) for any claims for damages or setoffs arising out of Landlord's management of the Mortgaged Premises (as defined in the Assignment) other than for damages arising out of Lender's gross negligence, (b) to Tenant for the return of any security deposit from Landlord or (c) for any act committed by the Landlord or any breach or failure to perform by the Landlord, and (ii) shall not be obligated by reason of the Assignment or the exercise of any rights granted therein to perform any obligation of the Landlord. Tenant acknowledges receipt of a copy of the Assignment executed by Landlord.

2.6 In consideration of the premises and other good and valuable consideration to the Tenant by Lender, the receipt and sufficiency of which are hereby acknowledged, Tenant further agrees with Lender as follows: in such event and prior to the exercise by Tenant of any of its rights and remedies under the Lease or otherwise with respect to such default, Lender shall be permitted to cure such default as set forth in the Lease (except that if no period of time is specified, such period shall be extended for a reasonable additional time, provided that the

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Lender commences to take action in order to cure such default within said period and proceeds diligently thereafter to effect such cure) and (ii) Tenant shall deliver to Lender copies of notices delivered to Landlord pursuant to Section 21.3 of the Lease Extension Agreement.

2.7 Notwithstanding the subordination of the Lease as aforesaid, in the event that Lender or any other party succeeds to the rights of Landlord under the Lease whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, then Tenant agrees that it shall (i) attorn to, and be liable to and recognize Lender or such other party (or such person as Lender or such other party may direct) as Tenant's new Landlord for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease and (ii) thereafter make payments of rent (minimum, basic, percentage, additional or otherwise) to Lender or such other party, and otherwise perform all of the Tenant's obligations set forth in the Lease; PROVIDED THAT so long as Tenant shall pay, when due, such rent and impositions and otherwise perform such other tenant obligations as set forth in the Lease, or so long as Tenant shall cure any failure to so pay or so perform within the applicable grace periods, if any, set forth in the Lease after notice, if any is required under the Lease: (a) the Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by the Lender to foreclose or enforce the Mortgage; (b) the Tenant shall not be evicted from the premises, land, parking facility or building, nor shall any of the Tenant's rights to use and possession under the Lease be affected in any way by reason of the subordination or any modification of or default under the Mortgage; and (c) the Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage.

2.8 In the event that either (i) Lender or any other party acquires title to the Property pursuant to a foreclosure, the acceptance of a deed in lieu of foreclosure or any other action taken under the Mortgage by Lender, or (ii) Lender exercises all or any part of the rights granted to it under the Assignment or all or part of any rights to possession (including, without limitation, the appointment of a receiver) granted to it under the Mortgage, Tenant agrees that Lender or such other party shall not be (a) liable for any act or omission of any person or party who may be landlord under the Lease or otherwise with respect to the Demised Premises prior to the occurrence of any such event described in (i) or (ii) above ("Prior Landlord"); (b) subject to any counterclaims, credits, offsets or defenses which Tenant might have against the Prior Landlord (including, without limitation, rights, if any, to deduct from rents due Lender or such other party); (c) bound by any prepayment of any rent which Tenant might have paid to the Prior Landlord for more than the current month; (d) bound by any alteration, amendment or modifi-

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cation of the Lease or any consent, waiver or concession under the Lease, made after the date hereof, which adversely impairs the Lender's security position, as Lender or Assignee of the Landlord's interest under the Lease made without the prior written consent of Mortgagee; or (e) bound by any termination of the Lease or the acceptance of surrender thereof or any consent to any assignment or subletting under the Lease which releases Tenant from primary liability thereunder, or the exercise of any option of Landlord under the Lease, made without the prior written consent of Mortgagee.

2.9 Tenant agrees that any and all covenants of Landlord contained in the Lease shall be binding upon Landlord and Landlord's successors only during Landlord's and Landlord's successors' respective ownership of the Landlord's interest under the Lease.

2.10 Tenant agrees that on the written request of either Landlord or Lender made from time to time, Tenant will promptly furnish a written statement on the then current status of the Leases and/or the then current status of the performance of either party thereto thereunder and/or the then current status of any matter pertaining to the Lease.

2.11 Whenever any of the parties hereto desires to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hand delivered or sent by registered or certified U.S. mail, postage prepaid, addressed to the intended recipient at the following addresses:

Mortgagee: SMA Life Assurance Company
440 Lincoln Street
Worcester, Massachusetts 01605
Attention: Investment Management
Department

Tenant: Unisys Corporation
P.O. Box 500
Blue Bell, PA
Attention: Real Estate Department

Landlord: Amalgamated Trust and Savings
Bank as Trustee under
Trust No. 2167
100 South State Street
Chicago, Illinois 60603

Copies to: Lunt Realty Associates
c/o Kaiser Investments
2501 North Wayne Street
Chicago, Illinois 60614

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2.12 This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

2.13 Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the day and year first above written.

TENANT:

UNISYS CORPORATION

By [Signature]
Its VP, FINANCE, FACILITIES PLANNING

LANDLORD:

AMALGAMATED TRUST AND SAVINGS BANK, as trustee aforesaid

By [Signature]
Its Trust Officer

MORTGAGEE:

SMA LIFE ASSURANCE COMPANY

By [Signature]
Its Assistant President

Further reference is made to the fact that as of November 12, 1986 Sperry Corp. formally became UNISYS Corp., a Delaware corporation, with a principal place of business in BlueBell, Pennsylvania.

This instrument is executed by AMALGAMATED TRUST AND SAVINGS BANK, not personally, but as trustee of the mortgage herein, and as such, it is not bound by the provisions of this instrument, and its obligations are limited to the amount of the mortgage herein, and it is not liable for the performance or non-performance of the obligations of the mortgagor hereunder.

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EXHIBIT A

Legal Description

PROPERTY ADDRESS: 1905-1945 Lunt Avenue
Elk Grove Village, Illinois

TAX I.D. NUMBERS: 08-35-104-015-0000 *lot 7*
08-35-104-034-0000 *lot 17*

PARCEL 1:

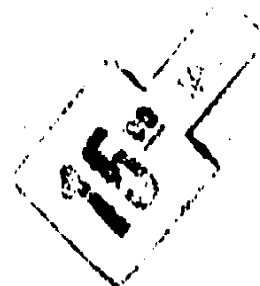
Lot 17 (except the East 1300 feet as measured at right angles to the East Line thereof) in Centex Industrial Park Unit 3, being a Subdivision of Section 35, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 2:

That part of Lot 7 in Centex Industrial Park Unit 1, being a Subdivision in Section 35, Township 41 North, Range 11 East of the Third Principal Meridian, lying East of a line drawn from a point on the North Line of Lot 7 aforesaid 205.98 feet West of the Northeast Corner thereof, to a point on the South Line of Lot 7 aforesaid, 205.83 feet West of the Southeast Corner thereof (except the South 25 feet thereof) in Cook County, Illinois.

DEPT-01 RECORDING \$16.25
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#6284 # A 87-026565
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COOK COUNTY RECORDER
14 N. BRADY
CHICAGO, ILL. 60602

RETURN TO

GOLDBERG, KOHN, BELL, BLACK
ROSENBLUM & MORITZ, LTD.
SUITE 3900
55 EAST MONROE STREET
CHICAGO, ILLINOIS 60603

TERI ZENNER KLEIMAN