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SUBORDINATION, NON DISTURBANCE AND ATTORNMENT AGREEMENT

PROVIDENCE LIFE INSURANCE COMPANY,
on behalf of its Harvest Real Estate Annuity Account (P)

and

LEASEWAY WAREHOUSES, INC.

DEPT-01 RECORDING

\$18.

County: Cook

T#4444 TRAM 0331 02/18/87 13:35:00

City: Aslip

#4411 # 12 *--37--074221

State: Illinois

COOK COUNTY RECORDER

Dated: February 2, 1987

Permanent Tax Numbers 24-21-300-022, Volume 246

Record and return by mail to:

DEMOV, MORRIS & HAMMERLING
40 West 57th Street
New York, New York 10019
Attention: Lawrence A. Kestin, Esq.

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

AGREEMENT made this 30th day of December, 1986 between PROVIDENCE LIFE INSURANCE COMPANY, on behalf of its Harvest Real Estate Annuity Account (R), having an address at One Bridge Plaza, Ft. Lee, New Jersey 07024 ("Mortgagee") and LEASEWAY WAREHOUSES, INC. a Pennsylvania corporation having an address at 11601 South Central Avenue, Alsip, Illinois 10482 ("Tenant").

WITNESSETH:

WHEREAS, by Lease Agreement dated April 29, 1977, as amended, (collectively, the "Lease"), Tenant did lease certain real property and improvements thereon located in Alsip, Cook County, Illinois, more particularly described in Schedule A annexed hereto (collectively, the "Premises"); and

WHEREAS, Mortgagee is about to make a loan (the "Loan") to Midway Realty Associates L. P. II, a Texas limited partnership ("Owner") and the owner of the Premises, which Loan shall be evidenced by Owner's note in the amount of the Loan and shall be secured by a mortgage (the "Mortgage") encumbering the Premises; and

WHEREAS, Mortgagee and Tenant desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Mortgagee and Tenant hereby covenant and agree as follows:

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1. The Lease shall be and shall at all times remain and continue to be subject and subordinate in all respects to the Mortgage and to each and every advance now or hereafter made under the Mortgage and to all renewals, increases, modifications, replacements, extensions, spreaders and consolidations thereof. This provision shall be self-operative, but Tenant shall execute and deliver within ten (10) days after written request therefor by Mortgagee any additional instrument which Mortgagee may reasonably require to effect such subordination.

2. So long as Tenant (i) is not in default (beyond any period given to Tenant to cure such default) in the payment of rent or additional rent or in the performance of any other terms, covenants or conditions of the Lease on Tenant's part to be kept, observed and performed, (ii) is not in default under this Agreement, and (iii) the Lease is in full force and effect: (a) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Mortgagee and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof; and (b) Mortgagee will not join Tenant as a party defendant in any action or proceeding to foreclose the Mortgage or to enforce any rights or remedies of Mortgagee under the Mortgage which would cut-off, destroy, terminate or extinguish the Lease or Tenant's interest and estate under the Lease. Notwithstanding the foregoing provisions of this paragraph, if it would be procedurally disadvantageous for Mortgagee not to name or join Tenant as a party in a foreclosure proceeding with respect

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to the Mortgage, Mortgagee may so name or join Tenant without in any way diminishing or otherwise affecting the rights and privileges granted to or enuring to the benefit of Tenant under this Agreement.

3. After notice is given by Mortgagee that there has occurred an event of default under the Mortgage and that the rentals under the Lease shall be paid to Mortgagee, Tenant will attorn to Mortgagee and pay to Mortgagee, all in accordance with the reasonable directions of Mortgagee, all rentals and other monies due and to become due to Owner under the Lease or otherwise with respect to the Premises.

4. In addition to the provisions of paragraph 3 hereof, if Mortgagee shall succeed to the rights of Owner under the Lease through possession or a foreclosure action, delivery of the deed or otherwise, or any other person purchases the Premises upon foreclosure of the Mortgage, then at the request of Mortgagee or such purchaser ("Successor-Owner"), Tenant shall attorn to and recognize Successor-Owner as Tenant's landlord under the Lease and shall promptly execute and deliver any instrument that Successor-Owner may reasonably request to evidence such attornment, provided that such instrument does not derogate Tenant's rights under the Lease. Upon such attornment, the Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor-Owner and Tenant upon all of the terms, conditions and covenants as are set forth in the Lease, and shall be applicable after such attornment, except that Successor-Owner shall not be:

(a) liable for any previous act or omission of Owner under the Lease, except to the extent expressly provided in the Lease;

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(b) subject to any off-set, defense or counterclaim not expressly provided for in the Lease, which shall have heretofore accrued to Tenant against Owner;

(c) bound by any modification of the Lease not expressly provided for in the Lease, or by any previous prepayment of rent or additional rent for more than one month which Tenant might have paid to Owner unless such modification or prepayment shall have been expressly approved in writing by Mortgagee; and

(d) liable for any security deposited under the Lease unless such security shall have been physically delivered to Mortgagee.

5. Without the prior written consent of Mortgagee, neither Owner nor Tenant shall (a) amend, modify, terminate or cancel the Lease or any extensions or renewals thereof, except as may be expressly provided in the Lease, (b) tender or accept a surrender of the Lease or a prepayment in excess of one month of any rent thereunder, or (c) subordinate or permit subordination of the Lease to any lien subordinate to the Mortgage; and any such purported action without such consent shall be void as against Mortgagee.

6. Tenant shall promptly notify Mortgagee of any default of Owner under the Lease and of any act or omission of Owner which would give Tenant the right to cancel or terminate the Lease or to claim a partial or total eviction. In the event of a default by Owner under the Lease which would give Tenant the right, immediately, or after the giving of notice and/or the lapse of time, to cancel or terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise that right (a) until it shall have given written notice of such default, act or omission to

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Mortgagee in accordance with the provisions hereinafter set forth and (b) unless Mortgagee shall have failed, within five (5) business days after Mortgagee shall have received such notice, to notify Tenant in writing that Mortgagee shall undertake to cure or remedy the default within an additional five (5) business days thereafter. If Mortgagee shall elect to cure and give notice thereof to Tenant, Mortgagee shall with due diligence, commence and continue to, remedy such default, act or omission. To the extent Mortgagee shall incur any expense or other cost in curing or remedying such default, Mortgagee shall be subrogated to Tenant's rights against Owner; however, nothing contained in this Agreement shall impose any obligation upon Mortgagee to remedy such default, act or omission.

7. To the extent that the Lease shall entitle Tenant to notice of the existence of any mortgage and the identity of the holder thereof, this Agreement shall constitute such notice to Tenant with respect to the Mortgage.

8. Upon and after the occurrence of a default under the Mortgage, Mortgagee shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges and remedies of Owner under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease, as though Mortgagee were named therein as Owner. Except as specifically provided in this Agreement, Mortgagee shall not by virtue of this Agreement, the Mortgage or any other instrument to which Mortgagee may be a party, be or become subject to any liability or obligation to Tenant under the Lease, or otherwise.

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9. Any notice required to be given by Tenant to Owner under the Lease shall also be given to Mortgagee, and any right of Tenant dependent upon notice shall take effect only after notice is so given. Performance by Mortgagee shall satisfy any conditions of the Lease requiring performance by Owner and Mortgagee shall have reasonable time to complete such performance provided herein.

10. All notices given hereunder shall be given in writing and shall be deemed given only if mailed by United States Certified or Registered Mail, postage prepaid, return receipt requested, addressed as follows:

(i) to Mortgagee: c/o Resources Variable Account Management Corporation
666 Third Avenue
New York, New York 10017

with a copy to: Demov, Morris & Hammerling
40 West 57th Street
New York, New York 10019
Attention: Lawrence A. Kestin, Esq.; and

(ii) to Tenant: to the address first set forth above

with a copy to: Leaseway Transportation Corp.
3700 Park East Drive
Cleveland, Ohio 44122
Attention: Corporate Law Department

or to such other address as either party may hereafter designate by notice delivered in accordance herewith.

11. This Agreement may be modified only by an agreement in writing signed by the parties hereto, or their respective successors and assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. The term "Mortgagee" shall mean the then holder of the Mortgage. The term "Owner" shall mean the then holder of the lessor's interest in the Lease. The term "Tenant"

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shall mean the then holder of the tenant's interest in the Lease. All references herein to the Lease shall mean the Lease as modified by this Agreement.

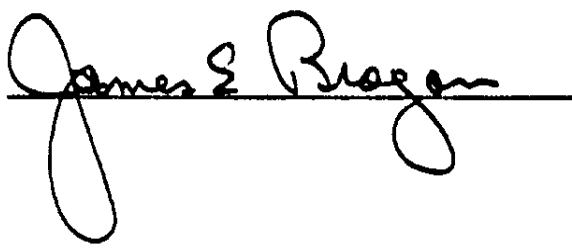
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first stated above.

PROVIDENCE LIFE INSURANCE COMPANY, on
behalf of its Harvest Real Estate
Annuity Account (R)

By:


LEASWAY WAREHOUSES, INC.

By:



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SCHEDULE "A"

Land in the Cook County, State of Illinois, described as:

PARCEL 3-A:

That part of the West two-thirds of the Southwest Quarter of Section 21, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at the point of intersection of the East line of the West 33.00 feet of said Southwest Quarter of Section 21, with a line which is 1766.00 feet South from and parallel with the North line of said Southwest Quarter, and running

Thence South along said East line of the West 33.00 feet of the Southwest Quarter of Section 21, a distance of 373.00 feet to an intersection with a line which is 2139.00 feet South from and parallel with the North line of said Southwest Quarter of Section 21;

Thence East along said parallel line, a distance of 1137.78 feet to a point which is 599.85 feet, measured along said parallel line, West from the East line of said West two-thirds of the Southwest Quarter of Section 21;

Thence Southeastwardly along the arc of a circle, convex to the Northeast, Tangent to said parallel line, and having a radius of 420.0 feet, a distance of 529.45 feet to an intersection with a line which is 200.00 feet, measured perpendicularly, West from and parallel with the East line of the West two-thirds of the Southwest Quarter of Section 21, which point of intersection is 2430.79 feet, measured along said parallel line, South from the North line of said Southwest Quarter of Section 21;

Thence North along said last described parallel line, a distance of 373.00 feet;

Thence Northwestwardly along the arc of a circle, convex to the Northeast and having a radius of 420.00 feet, a distance of 529.45 feet to a point which is 1766 feet South from the North line of said Southwest Quarter of Section 21, and 599.85 feet, measured parallel with said North line of the Southwest Quarter, West from the East line of said West two-thirds of said Southwest Quarter; and

Thence West along a line which is 1766.00 feet South from and parallel with the North line of said Southwest Quarter (said parallel line being tangent to said last describe circle) a distance of 1137.70 feet to the point of beginning.

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