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The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT

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This agreement made this 16th day of January, 1987, between THE GOODYEAR TIRE & RUBBER COMPANY, as Lessee, and INTERSTATE BANK OF OAK FOREST as Mortgagee,

WITNESSETH THAT

WHEREAS The Goodyear Tire & Rubber Company is the holder of a leasehold estate under the terms and conditions of that certain lease dated September 25, 1985, between Robert Fletcher and Robert Harmeyer, Partners, d/b/a Fletcher Harmeyer Enterprises,, as Lessor, and The Goodyear Tire & Rubber Company, as Lessee, relative to the occupancy by Lessee of premises owned or controlled by Lessor at 145th Street and Cicero Avenue, Midlothian, Illinois; and

WHEREAS Lessor has requested that Lessee subordinate the Lease to the lien of a certain mortgage (the "Mortgage") from the Lessor to Mortgagee, which Mortgage is intended to secure a Loan from Mortgagee to Lessor;

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

Lessee hereby subordinates the Lease to the Mortgage subject to the following conditions which shall be binding on the holder of the Mortgage, any purchaser at foreclosure sale or otherwise, and any other successor in interest:

1. Lessee shall not be disturbed in its possession and occupancy of the Demised Premises during the original or any extended term of its Lease notwithstanding any such Mortgage so long as Lessee complies with and performs its obligations under the Lease.
2. Any person or entity who, by virtue of the Mortgage, acquires and exercises the right to receive rents payable by Lessee under the Lease shall thereby become and remain obligated to Lessee for the due performance of all the terms, covenants, conditions and agreements of the Lease on Lessor's part to be performed so long as said entity continues to receive said rents, and the Lessee agrees to attorn to said entity.

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3. Mortgagee agrees that the Lessee shall be permitted, at its option, to correct any default arising from the Mortgage and shall be permitted to recoup any payments or expenses in correcting such default from subsequent payments of the rents under the Lease.

4. This Agreement has been signed by Lessee in advance to facilitate processing of the Mortgage. If Lessee has not received two fully executed copies of this agreement bearing original signatures within 45 days following receipt hereof by Mortgagee, this Agreement shall be deemed void and of no further effect on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

THE GOODYEAR TIRE & RUBBER COMPANY

INTERSTATE BANK OF OAK FOREST

By [Signature]
Director - Real Estate

By [Signature]
Corporation Counsel

Attest [Signature]
COOK COUNTY ILLINOIS
Assistant Secretary

Attest [Signature]
Loan Officer

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Lot 3 in R.M. Fletcher's Resubdivision of the East 125.00 feet of the west 142.00 feet of Lot 28 in First Addition to Midlothian Gardens, being a subdivision of part of the Northwest 1/4 of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: Southeast corner of 145th Street and Cicero Avenue, Midlothian, Illinois

Permanent Tax Index Number (this and other property): 28-10-116-048-000 K

ACKNOWLEDGMENT BY GOODYEAR

STATE OF OHIO
COUNTY OF SUMMIT

I, Linda A. Fleming

a Notary Public duly sworn, commissioned and authorized for the above County

and residing therein, do hereby certify that P J Smith and whose names as Director-Real Estate and Assistant Secretary of THE GOODYEAR TIRE & RUBBER COMPANY, a corporation, signed to the hereto annexed lease, and who are well known to me to be the identical persons who subscribed the of Lessee thereto, personally appeared before me in said County, and acknowledged before me on this day that they are the officials above designated and that they are acquainted with the seal of said corporation and that the seal affixed to said Lease is the seal of said corporation and that as such officials they signed said Lease in their own handwriting and sealed and delivered said Lease for and as their own free act and deed and as the free act and deed of said corporation for the uses, purposes and considerations mentioned and expressed therein on the date thereof and that the act of sealing, executing and delivering said Lease was duly authorized by resolution of the Directors of said corporation.

Given under my hand and seal of office this 13th day of February, 19 87

LINDA A. FLEMING, Notary Public
Residence Summit County
State Wide Jurisdiction, Ohio
My Commission Expires May 14, 1991

[Signature]
Notary Public
My Commission Expires

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RE BY CAR JONES
CROSS
MILWAUKEE, WI 53212

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Property of Cook County Clerk's Office

Proposed by
MILWAUKEE
15533 S. W.
CAR JONES