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Stoney Island

#21.00

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

DN 7099554

THIS AGREEMENT, made and entered into as of the 28th day of April, 1987, by and between CARX SERVICE SYSTEMS, INC. a Delaware corporation ("Tenant"), whose address is 7324 Indianapolis Boulevard, Hammond, Indiana, DONALD K. SMITH and DOLORES A. SMITH, husband and wife, whose post office address is 1115 Second Avenue South, Minneapolis, Minnesota 55403, and THEODORE R. GOLDMAN, Co-Trustee under the Last Will and Testament of Saralee Goldman, deceased, whose post office address is 3401 Colfax Avenue South, Minneapolis, Minnesota 55408, and NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, now known as NORWEST BANK MINNEAPOLIS, N.A., a national banking association, Co-Trustee under the Last Will and Testament of Saralee Goldman, deceased, whose post office address is Trust and Real Estate Division, Investors Building, Eighth Street and Marquette, Minneapolis, Minnesota 55479-0053, ("Mortgagors"), and MILLER & SCHROEDER, INC., a Minnesota corporation, ("Mortgagee"), whose post office address is Northwestern Financial Center, 7900 Xerxes Avenue South, Minneapolis, Minnesota 55431.

PRELIMINARY STATEMENT OF FACTS:

A. Mortgagee is making a loan in the amount of \$2,000,000.00 to Mortgagors ("Loan") repayment of which is to be secured by a Mortgage and Security Agreement ("Mortgage") on the real estate (the "Premises") more fully described in Exhibit "A" attached hereto.

B. The Tenant is the present lessee under a lease dated August 7, 1975, as supplemented by Supplement to Lease dated June 2, 1976, made by The Woodhill Corporation, predecessor in title to the Mortgagor, as landlord, demising the Premises (said lease and all amendments thereto being referred to as the "Lease").

C. As a condition precedent to Mortgagee's disbursement of Loan proceeds Mortgagee has required that Tenant subordinate the lease and its interest in the Premises in all respects to the lien of the Mortgage.

D. In return the Mortgagee is agreeable to not disturbing the Tenant's possession of the Premises.

E. The Mortgagee is disbursing the Loan proceeds in reliance upon the agreements contained in this instrument which but for it would not disburse the Loan.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is hereby agreed as follows:

1. SUBORDINATION. The Lease, and the rights of Tenant in, to or under the Lease and the Premises, including the rights to any condemnation awards payable from a taking by a condemnation of the Premises, are hereby subjected and

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subordinated and shall remain in all respects and for all purposes subject, subordinate and junior to the Mortgage, and to the rights and interest of the from time to time holder of the Mortgage; provided, (i) so long as no lease default exists and the rental is paid to the party lawfully entitled thereto, that tenant's possession of the Premises shall not be disturbed and the Lease shall remain effective as against the Mortgagee or any party claiming through the Mortgagee and (ii) the proceeds of any insurance or condemnation awards shall be applied or made available for the repair or restoration of the building and improvements there so required under the terms of the Lease. With respect to any rights of first refusal to purchase the Premises contained in the Lease, Tenant agrees that if it exercises such rights under the Lease it will take title to the Premises subject to the Mortgage, provided that Tenant shall have the option, to require Mortgagee to partially release the Premises from the lien of its Mortgage by paying over to the Mortgagee the entire purchase price which payment of the purchase price the Mortgagor hereby irrevocably authorizes and directs the Tenant to make directly to Mortgagee and upon receipt of the entire purchase price the Mortgagee shall release the subject Premises from the Mortgage without requiring the payment of any prepayment premium.

2. TENANT NOT TO BE DISTURBED. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent to be paid under the Lease or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and any extensions or renewals thereof which may be effected in accordance with any renewal rights 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 during the term of the Lease or any such extensions or renewals thereof.

3. TENANT NOT TO BE JOINED IN FORECLOSURE UNLESS REQUIRED BY LAW. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent to be paid under the Lease or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not name or join Tenant in any action or proceeding foreclosing the Mortgage unless such naming or joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

4. TENANT TO ATTORN TO MORTGAGEE. If the interests of Landlord shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Mortgagee succeeds to the interest of the Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, with the same force and effect as if Mortgagee were the landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative immediately upon Mortgagee succeeding to the interest of the Landlord under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of the

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Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attainment, to the extent of the then remaining balance of the term of the Lease 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 Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

5. MORTGAGEE NOT BOUND BY CERTAIN ACTS OF LANDLORD. If Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall not be liable for any act or omission of any prior landlord (including Mortgagor); nor subject to any offsets or defenses which Tenant might have against any prior landlord (including Mortgagor); nor bound by any rent which Tenant might have prepaid; nor for more than the then current installment. In the event of a default by the Landlord under the Lease or an occurrence that would give rise to an offset against rent or claim against the Landlord under the Lease, Tenant will use its best efforts to set off such defaults against rents currently due Mortgagor and will give Mortgagee notice of such defaults or occurrence at the address of Mortgagee as set forth above and will give Mortgagee such time as is reasonably required to cure such default or rectify such occurrence, provided Mortgagee uses reasonable diligence to correct the same. Tenant agrees that notwithstanding any provision of the Lease to the contrary, it will use its best efforts to give Mortgagee notice of default and opportunity to cure such default as provided herein, provided that Tenant shall be under no legal obligation to provide such notice of default and opportunity to cure.

6. ASSIGNMENT OF LEASE. Mortgagor will by a separate Assignment of Rents or Assignment of Lease ("Assignment") assign its interest in the rents and payments due under the Lease to Mortgagee as security for repayment of the Loan. If in the future there is a default by the Mortgagor in the performance and observance of the terms of the Mortgage, the Mortgagee may, at its option under the Assignment, require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Mortgagee, the Mortgagor hereby authorizes and directs Tenant and the Tenant agrees to pay the rent and any payments due under the terms of the Lease to Mortgagee. The Assignment does not diminish any obligations of the Mortgagor under the Lease nor impose any such obligations on the Mortgagee.

7. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their successors and assigns, including without limitation each and every from time to time holder of the Lease or any other person having an interest therein and shall inure to the benefit of the Mortgagee and its successors and assigns. As used herein, the words "successors and assigns" shall include the heirs, administrators and representatives of any natural person who is a party to this Agreement.

8. CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed and construed by the laws of the State where the Premises are situate.

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9. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

10. NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to the addresses as set forth above, or to such other places any party hereto may subsequently by notice in writing designate shall constitute service of notice hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

CAR SERVICE SYSTEMS, INC., a
~~DELAWARE~~ corporation

By

Its

Attested

Its

Donald K. Smith

Dolores A. Smith

Theodore R. Goldman, Co-Trustee under the
Last Will and Testament of Saraloe Goldman,
deceased

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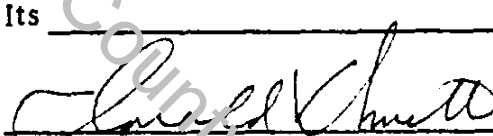
CAR_X SERVICE SYSTEMS, INC., a
_____ corporation

By _____

Its _____

By _____


Its _____



Donald K. Smith



Dolores A. Smith



Theodore R. Goldman, Co-Trustee under the
Last Will and Testament of Saralee Goldman,
deceased

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NORTHWESTERN NATIONAL BANK OF
MINNEAPOLIS, now known as NOR WEST BANK,
N.A., a _____ corporation
Co-Trustee under the Last Will and Testament
of Saralee Goldman, deceased

By _____

Its _____

By _____

Its _____

MILLER & SCHROEDER, INC., a Minnesota
corporation

By _____

Its _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

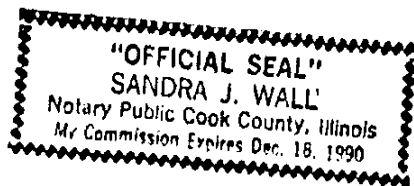
I, Sandra J. Wall, a Notary Public in and for said County in
the State aforesaid, do hereby certify that Thomas M. Feeney and
Martin J. Ciotti, Vice President and Asst. Secretary, respectively,
of Car_X Service Systems, Inc., a Delaware corporation, personally known to
me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and voluntary acts, and
as the free and voluntary act of said Car_X Service Systems, Inc., for the uses and
purposes therein set forth; and the said _____ did also then and
there acknowledged that _____, as custodian for the corporate seal
of said Car_X Service Systems, Inc., did affix the said instrument as his own free
and voluntary act, and as the free and voluntary act of said Car_X Service Systems,
Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of April, 1987.

Sandra J. Wall
Notary Public

My Commission Expires:

December 16, 1990



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NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, now known as NORWEST BANK, MINNEAPOLIS, N.A., a national banking association Co-Trustee under the Last Will and Testament of Saralee Goldman, deceased

By Ann S. Swaff

Its Vice President

By Mary Barrett

Its Real Estate Officer

MILLER & SCHROEDER, INC., a Minnesota corporation

By Herbert J. Yam R

Its Asst Vice President

STATE OF _____)
COUNTY OF _____) ss.

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ and _____, _____ and _____, respectively, of Car_X Service Systems, Inc., a _____ corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Car_X Service Systems, Inc., or he uses and purposes therein set forth; and the said _____ did also then and there acknowledged that _____, as custodian for the corporate seal of said Car_X Service Systems, Inc., did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said Car_X Service Systems, Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of April, 1987.

Notary Public

My Commission Expires:

Property of Cook County Clerk's Office

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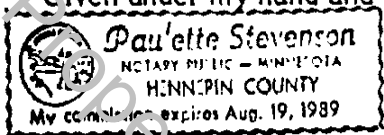
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STATE OF Minnesota)
COUNTY OF Hennepin) ss.

I, Paulette Stevenson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Donald K. Smith and Dolores A. Smith, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of April, 1987.



Paulette Stevenson
Notary Public

My Commission Expires:

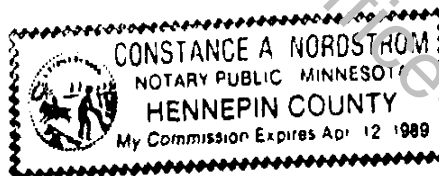
STATE OF Minnesota)
COUNTY OF Hennepin) ss.

I, Constance A. Nordstrom, a Notary Public in and for said County in the State aforesaid, do hereby certify that Theodore R. Goldman, Co-Trustee under the Last Will and Testament of Saralee Goldman, deceased, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as Co-Trustee under the Last Will and Testament of Saralee Goldman, deceased, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of April, 1987.

Constance A. Nordstrom
Notary Public

My Commission Expires:



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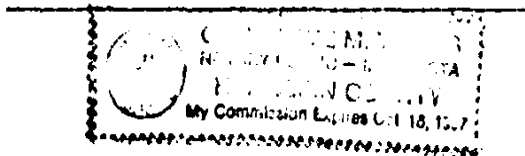
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, GENEVIEVE M YOUNG, a Notary Public in and for said County in the State aforesaid, do hereby certify that JAMES L SWIFT and MARY P BARRETT, Vice President and Real Estate Officer, respectively, of Northwestern National Bank of Minneapolis, now known as Norwest Bank, N.A., a national banking association, Co-Trustee under the Last Will and Testament of Saralee Goldman, deceased, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Northwestern National Bank of Minneapolis, now known as Norwest Bank, N.A., as Co-Trustee under the Last Will and Testament of Saralee Goldman, deceased, for the uses and purposes therein set forth; and the said MARY P BARRETT did also then and there acknowledge that SHE, as custodian for the corporate seal of said Northwestern National Bank of Minneapolis, now known as Norwest Bank, N.A., did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said Northwestern National Bank of Minneapolis, now known as Norwest Bank, N.A., as Co-Trustee under the Last Will and Testament of Saralee Goldman, deceased, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of April, 1987.

Genevieve M Young
Notary Public

My Commission Expires:



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STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

COOK COUNTY, ILL.)
FILED FOR RECORD

1987 MAY -4 PM 3:09

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I, Pau'ette Stevenson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kenneth L. Norwich, the President of Miller & Schroeder, Inc., a Minnesota corporation, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, 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 Miller & Schroeder, Inc. for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that _____, as custodian for the corporate seal of said Miller & Schroeder, Inc., did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said Miller & Schroeder, Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of April, 1987.

Pau'ette Stevenson
Notary Public

My Commission Expires:



THIS DOCUMENT WAS DRAFTED BY:

OPPENHEIMER WOLFF & DONNELLY
4444 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

PROPERTY OF COOK COUNTY Clerk's Office

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EXHIBIT A

Lots 10 and 11 in T.P. Keefe's Subdivision of the North 1/2 of the South East 1/4 of the South East 1/4 of the North East 1/4 of Section 26, Township 38 North, Range 14 East of the third principal meridian, in Cook County, Illinois.

Property Identification Number: ^{BBO} 20-26-229-036-0000 A ⁴⁴/₇₇

Address: 7422-24 S. Stoney Island Avenue, Chicago, Illinois

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When Recorded, Return to:
CHICAGO TITLE INSURANCE COMPANY
222 South Ninth Street - Suite 880
Minneapolis, Minnesota 55402

BOX 533-HV