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ATTORNMENT, SUBORDINATION AND NON-DISTURBANCE AGREEMENT

\$19.00

This Attornment, Subordination and Non-Disturbance Agreement is made and entered into as of this 30th day of June, 1987, by and among SCIENTIFIC SUPPLY COMPANY ("Tenant"), and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, Trustee under Trust Agreement, dated April 12, 1984, and known as Trust No. 60734 ("Landlord") and CITIZENS BANK AND TRUST COMPANY ("Mortgagee").

I

Recitals

1.1 SCIENTIFIC SUPPLY COMPANY is the tenant under a lease (the "Lease") dated April 15, 1984, entered into by Dr. Norman Frankel and Rudolph Kelemen, General Partners of KELFRAN ASSOCIATES, an Illinois Limited Partnership and sole beneficiary of Landlord, to Tenant pertaining to and covering the premises described in the Lease (the "Demised Premises"), of that real estate which is legally described in Article "A" attached hereto and made a part hereof (the "Property" or the "Building").

1.2 Mortgagee is presently contemplating the making of a Loan (the "Loan") to the Landlord and KELFRAN ASSOCIATES, an Illinois Limited Partnership and sole beneficiary of Landlord as financing for the Property. The Loan is to be secured by, among other things, a first mortgage. Accordingly, this Agreement is entered into by the parties hereto with the intention of having Mortgagee rely thereon in disbursing the Loan.

THEREFORE, in consideration of the mutual covenants and agreements contained herein and in consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

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 recorded in the Office of the Recorder of Deeds of Milwaukee County, Wisconsin, 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 (referred to herein as the "Loan Instruments") to the same extent as if the Loan Instruments had been

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executed, delivered and recorded prior to execution of the Lease.

2.2 Tenant agrees that it will not subordinate the Lease to any mortgage, deed of trust or other lien on title to the Property, other than the Loan Instruments 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. Tenant hereby confirms that, as of the date hereof, it has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or of the rents secured herein, except to Mortgagee.

2.3 Tenant agrees that Mortgagee 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 Instruments, and upon the giving of such notice to Tenant, the Lease shall be deemed prior and superior to such Loan Instruments and the interest thereby created and evidenced.

2.4 Tenant does hereby acknowledge that it is aware that Mortgagee would not complete the financing arrangements for the Loan but for the execution by Tenant of this Attornment, Subordination and Non-Disturbance Agreement (the "Agreement"); and Tenant agrees that Mortgagee 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 Mortgagee 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 Mortgagee 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 Property (as defined in the Assignment), (b) to Tenant for the return of any security deposit from Landlord or (c) for any act committed by the Landlord or any breach of 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 Mortgagee, the receipt and sufficiency of which are hereby acknowledged, Tenant further agrees with Mortgagee as follows: (i) in the event of any default by Landlord under the Lease, Tenant shall promptly give notice of such default to Mortgagee at the address hereafter set forth, certified or registered mail, return receipt requested; and (ii) in such event and

prior to the exercise by Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, Mortgagee shall be permitted to cure such default as set forth in the Lease (except that if the Mortgagee cannot cure such default within said period or no period of time is specified, such period shall be extended for a reasonable additional time, provided that the Mortgagee commences to take action in order to cure such default within said period and proceeds diligently thereafter to effect such cure).

2.7 Notwithstanding the subordination of the Lease as aforesaid, in the event that Mortgagee, 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 Mortgagee, then Tenant agrees that it shall (i) attorn to, and be liable to and recognize Mortgagee or such other party (or such person as Mortgagee 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 Mortgagee 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 Mortgagee to foreclose or enforce the Mortgage; (b) the Tenant shall not be evicted from the Demised 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) Mortgagee 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 Mortgagee, or (ii) Mortgagee 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 Mortgagee 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 Mortgagee or such other party; (c) bound by any prepayment of any

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rent which Tenant might have paid to the Prior Landlord for more than the current month; (d) bound by any alteration, amendment or modification of the Lease or any consent, waiver or concession under the Lease, made after the date hereof, which materially and adversely impairs the Mortgagee's security position as Mortgagee or Assignee of the Landlord's interest under the Lease and was 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. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Property for recovery of any judgment Landlord, it being specifically agreed that neither Landlord nor anyone claiming under Landlord shall ever be personally liable for any such judgment.

2.10 Tenant agrees that on the written request of either Landlord or Mortgagee made from time to time, Tenant will promptly furnish a written statement on the then current status of the Lease 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 All notices, reports, requests, demands or other instruments required or contemplated to be given or furnished under this Agreement to Mortgagee, Tenant or Landlord shall be directed to Mortgagee, Tenant or Landlord, as the case may be, at the following addresses:

Mortgagee:	CITIZENS BANK AND TRUST COMPANY One South Northwest Highway Park Ridge, Illinois 60668
Copy to:	BRUCE F. HOFFMAN Pollak & Hoffman Ltd. 150 North Wacker Drive, Suite 1450 Chicago, Illinois 60606
Tenant:	SCIENTIFIC SUPPLY COMPANY 9405 West River Street Schiller Park, Illinois 60176
Landlord:	KELFRAN ASSOCIATES 9405 West River Street Schiller Park, Illinois 60176

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Copy to: NED S. ROBERTSON
Antonow & Fink
111 East Wacker Drive
Chicago, Illinois 60601

Notices shall be either (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by Western Union telegram, in which case they shall be deemed delivered on the date Western Union delivers its telephonic communication, (iii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery set forth in the return receipt, unless delivery is delayed or refused by the addressee, in which event they will be deemed delivered on the date mailed to such addressee, or (iv) by air courier (Federal Express or like services), in which case they shall be deemed received on the date of delivery. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.

2.12 This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Mortgagee, 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: SCIENTIFIC SUPPLY COMPANY

ATTEST:

By: [Signature]
Its Secretary

By: [Signature]
Its Chairman

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This document was prepared by
and after recording return to:

BOX 333 - GG
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BRUCE F. HOFFMAN
POLLAK & HOFFMAN LTD.
150 North Wacker Drive, Suite 1450
Chicago, Illinois 60606

Property of Cook County Clerk's Office

1987 JUL -9 PM 1:35

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COOK COUNTY CLERK'S OFFICE
150 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606

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PARCEL 1:

THE WEST 267 1/2 FEET OF THE EAST 450 FEET OF LOT 3 (EXCEPT THE SOUTH 310 FEET OF LOT 3 AND EXCEPT THE NORTH 5.35 FEET OF SAID LOT 3) IN O'HARE INDUSTRIAL CENTER, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1955 AND KNOWN AS TRUST NUMBER 18197 TO AMGAS COMPANY, AN ILLINOIS CORPORATION, DATED JULY 17, 1956 AND RECORDED JULY 18, 1956 AS DOCUMENT 16642556 OVER AND UNDER THE FOLLOWING DESCRIBED REAL ESTATE TO WIT: THE EAST 400 FEET OF LOT 3 (EXCEPT THE SOUTH 598.02 FEET OF SAID LOT 3) IN O'HARE INDUSTRIAL CENTER AFORESAID, ALSO THE EAST 400 FEET OF THE NORTH 1208.63 FEET OF LOT 2 (EXCEPT THE WEST RIVER ROAD AS WIDENED PURSUANT TO DEDICATION RECORDED MAY 27, 1931 AS DOCUMENT 10910669 AND EXCEPT THE NORTH 1173 FEET OF SAID LOT) IN BLOCK 3 IN NORTH SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1955 AND KNOWN AS TRUST NUMBER 18197 TO AMGAS COMPANY DATED AUGUST 7, 1957 AND RECORDED AUGUST 14, 1957 AS DOCUMENT 16985407 OVER AND UNDER THE FOLLOWING DESCRIBED REAL ESTATE TO WIT: THE EAST 450 FEET OF LOT 3 (EXCEPT THE SOUTH 598.02 FEET OF SAID LOT 3) IN O'HARE INDUSTRIAL CENTER AFORESAID, ALSO THE EAST 450 FEET OF THE NORTH 1208.63 FEET OF LOT 2 (EXCEPT WEST RIVER ROAD AS WIDENED PURSUANT TO DEDICATION RECORDED AS DOCUMENT 10910669 AND EXCEPT THE NORTH 1173 FEET OF SAID LOT) IN BLOCK 3 IN NORTH SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A

PIN: 12-10-302-042

E D O J. n.

PA: 9405 W River St
Schiller Park, IL

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