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BOX 333 - TH

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PREPARED BY:
FREEMAN & COHEN
Suite 1400
2 North LaSalle Street
Chicago, Illinois 60602

RETURN TO:
FREEMAN & COHEN
Suite 1400
2 North LaSalle Street
Chicago, Illinois 60602

CFC 993 7/24/87 7/27/87

\$17.00

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT made this 30th day of July, 1987, by, between and among Bully Auto-Care Corporation, an Illinois corporation, D/B/A Precision Tune ("Tenant"), Chicago Title and Trust Company, not individually, but as Trustee under a certain Trust Agreement dated July 3, 1985, and known as Trust No. 1087133 ("Landlord") and The Fidelity Mutual Life Insurance Company, a Pennsylvania corporation ("Mortgagee").

WITNESSETH:

WHEREAS, Landlord is the owner and holder of fee simple title in and to certain real property (the "Premises") situated in Cook County, Illinois, legally described in Exhibit "A" attached hereto and by this reference made a part thereof; and

WHEREAS, Landlord, as lessor, and Tenant, as lessee, have entered into an Industrial Space Lease ("Lease") dated May 29, 1984, covering the Premises (the "Leased Premises"); and

WHEREAS, Landlord has made, executed and delivered to Mortgagee one certain Promissory Note (the "Note") dated July 31, 1987, secured by a Mortgage (the "Mortgage") of the Premises of even date with the Note, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, ("Office") as Document No. 87431858 prior to the recording of this Agreement; and

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WHEREAS, the Note is additionally secured by an Assignment of Rents and Leases (the "Assignment"), filed for record in the aforesaid Office prior to the recording of this Agreement, wherein the Lease was assigned by Landlord to Mortgagee; and

WHEREAS, Mortgagee is at the date hereof the owner and holder of the Note secured by the Mortgage and Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord and Mortgagee, intending to be legally bound hereby, covenant and agree as follows:

1. Tenant hereby acknowledges receipt of a copy of the Assignment and agrees that it will be bound by the terms and provisions thereof.

2. Provided Tenant is not in default in the payment of rent, taxes, utility charges or other sums payable by Tenant under the terms of the Lease or under any other provision of the Lease, and Bully Auto-Care Corporation, an Illinois corporation, D/B/A Precision Tune is then in possession of the entire Leased Premises not having assigned the Lease or sublet all or any portion of the Leased Premises;

(a) The right of possession of Tenant to the Leased Premises and Tenant's rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Note, the Mortgage, or the Assignment; and

(b) Any sale of the Leased Premises, pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to the Lease and the rights of Tenant thereunder; Tenant will attorn to Mortgagee or any purchaser at such sale; and the Lease shall continue in accordance with its terms between Tenant and Mortgagee or such purchaser.

3. Mortgagee shall be entitled but not obligated, to exercise the claims, rights, powers, privileges and remedies of the lessor under the

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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 the lessor.

Mortgagee shall not, by virtue of the Assignment or this Agreement be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Mortgagee shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Mortgagee has obtained title to the Leased Premises.

4. Tenant will not pay an installment of rent or any part thereof more than Thirty (30) days prior to the due date of such installment, and Mortgagee shall not be bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance or by any amendment or modification of the Lease, made without the written consent of Mortgagee.

5. After notice is given by Mortgagee, pursuant to the Assignment, that the rentals under the Lease shall be paid to Mortgagee, Tenant will pay to Mortgagee, or in accordance with the directions of Mortgagee, all rentals and other moneys due to become due to the Lessor under the Lease.

6. The Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

7. This Agreement is executed by the undersigned Landlord not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and the undersigned Landlord hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that

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nothing herein contained shall be construed as creating any liability on the undersigned Landlord personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

8. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Landlord's beneficiaries and 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, at the option of Mortgagee, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

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

Attest:

Bully Auto-Care Corporation,
an Illinois corporation,
D/B/A Precision Tune

By: _____
Its: _____ Secretary

By: Randy Burt
Its: _____ President

Attest:

Chicago Title and Trust Company,
not personally, but as Trustee
as aforesaid DEC 11 1987

By: Shirley Thompson
Its: _____ Secretary

By: Susan Beck
Its: _____ ASST. VICE President

Attest:

**The Fidelity Mutual Life
Insurance Company**

By: A. T. Wren
Its: _____ Secretary

*2 By: Anthony Balaban
Its: _____ Vice President

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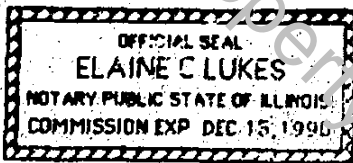
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NOTARY'S CERTIFICATE OF ACKNOWLEDGMENT

No. 402
AUGUST, 1966

GEORGE E. COLE
LEGAL FORMS

STATE OF Illinois }
 COUNTY OF Cook } ss. I, Elaine C. Lukes
 a Notary Public in and for the said Cook County
 in the State aforesaid, DO HEREBY CERTIFY, that
Randy Bull
 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,
 sealed and delivered the said instrument as A free and voluntary act, for the uses
 and purposes therein set forth, including the release and waiver of the right of homestead.
 GIVEN under my hand and Notarial Seal, this 29th day of
October A. D. 1987
Elaine C. Lukes
 Notary Public



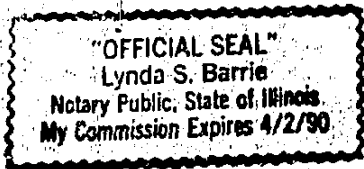
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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

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Given under my hand and Notarial Seal DEC 11 1987 Date



Lynda S. Barrie
 Notary Public

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COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF DELAWARE)

On this 20th day of January, 1988, before me a Notary Public, the undersigned officer, personally appeared ANTHONY R. BALABON and ALAN T. WOODBURY who acknowledged themselves to be the Vice President and Secretary of THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania corporation, and and that they as such officers, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the corporation and attesting such signature by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Donna Metricarti
Notary Public

My Commission Expires:

DONNA METRICARTI, Notary Public
Radnor Twp., Delaware Co.
My Commission Expires July 29, 1991

1988 FEB 11 PM 12:32

COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD

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RECORDED

EXHIBIT "A"

LEGAL DESCRIPTION

LCT 1 IN ELMHURST ROAD PLAZA A SUBDIVISION OF THE EAST 20 ACRES OF NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 760.95 FEET THEREOF AS MEASURED ALONG THE WEST AND EAST LINES OF SAID EAST 20 ACRES; ALSO EXCEPT THE EAST 50 FEET THEREOF USED FOR ELMHURST ROAD AS RECORDED DECEMBER 12, 1977 AS DOCUMENT 24238614, IN COOK COUNTY, ILLINOIS.

P.T. 08-23-401-035-0000
2000 S Elmhurst HEO
Mt. Prospect, Ill

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