

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement"), made this 3rd day of May, 1988 by and between REPUBLIC SAVINGS BANK, F.S.B., a federal savings bank ("Republic"), and C & M MAILING SERVICE, INC., an Illinois corporation ("Tenant");

W I T N E S S E T H:

WHEREAS, Republic is the mortgagee pursuant to a Mortgage, Assignment of Rents and Security Agreement, dated March 15, 1988 made by American National Bank and Trust Company of Chicago, a national banking association, not personally but solely as Trustee under Trust Agreement dated March 8, 1988 and known as Trust No. 104843-01, encumbering, among other things, the premises described on Exhibit A attached hereto (the "Building"), which mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 16, 1988 as Document No. 88109715 (which mortgage is herein referred to as the "Mortgage"); and

WHEREAS, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 8, 1988 and known as Trust No. 104843-01 has acquired title to the Building and is the landlord (the "Landlord") under that certain lease (the "Lease") dated October 9, 1987 which demises the premises described therein (the "Premises") to Tenant on the terms and conditions set forth therein; and

WHEREAS, Landlord heretofore has assigned its landlord's interest under the Lease to Republic; and

WHEREAS, Tenant has agreed to subordinate the Lease to the Mortgage provided that Republic agrees that Tenant's possession of the Premises shall not be disturbed as a result of a foreclosure of the Mortgage or a deed given in lieu thereof so long as Tenant is not in default under the Lease and provided Tenant attorns to the purchaser at the foreclosure sale or at a sale pursuant to the power of sale in the Mortgage through a deed in lieu of foreclosure and recognizes said purchaser as Landlord under the Lease; and

WHEREAS, Republic and Tenant are willing to agree to a Subordination, Non-Disturbance and Attornment Agreement under the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by each to the other in cash and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants herein made, it is agreed as follows:

1. The Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, or extension of same with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

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2. In the event of a foreclosure of the Mortgage or of a conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals now or hereafter provided for thereunder, and provided that as of the date Republic commences such a foreclosure action, exercises the power of sale thereunder or accepts such a conveyance in lieu thereof, Tenant is in compliance with the terms and provisions of this Agreement and is not in default in the performance or observance of any of the terms, covenants, provisions, representations, warranties, agreements, conditions or obligations contained in the Lease to be performed or observed by Tenant thereunder, Republic hereby agrees that it shall not (i) join Tenant as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Republic to foreclose or enforce the Mortgage, (ii) evict Tenant from the Premises, (iii) affect Tenant's rights under the Lease by reason of any default under the Mortgage, or (iv) terminate or disturb Tenant's leasehold estate under the Lease, as it may be extended as aforesaid, by reason of any default by Landlord under the Mortgage; and the Lease shall continue in full force and effect; and Republic, its successors and assigns, or any other party (the "Foreclosure Purchaser") acquiring the Building upon a foreclosure sale or by a conveyance in lieu of foreclosure, as the case may be, shall automatically recognize the Lease and Tenant's rights thereunder and will thereby establish direct privity of estate and contract between Republic or the Foreclosure Purchaser, as the case may be, and Tenant, with the same force and effect as though the Lease were originally made directly from Republic, its successors or assigns, or the Foreclosure Purchaser, in favor of Tenant, but not in respect of any amendment to the Lease not previously approved in writing by Republic or its successors or assigns.

3. If Republic or any successors in interest shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure action or delivery of a deed in lieu of foreclosure or otherwise, Tenant shall at once attorn to such successor landlord as Tenant's landlord, and Tenant and the successor landlord shall promptly execute and deliver such instruments that either of them may reasonably request of the other to evidence such attornment and acceptance thereof and the recognition of the parties of all of the terms, provisions, covenants and privileges contained in the Lease.

4. Notwithstanding any provisions of Paragraph 2 hereof to the contrary, in the event of any foreclosure of the Mortgage or conveyance in lieu of foreclosure, Republic and Tenant agree that neither Republic, its successors or assigns, nor the Foreclosure Purchaser shall in any way or to any extent (i) be bound by any previous modification or amendment of the Lease or by any previous prepayment of rent for a period greater than one (1) month, unless such modification, amendment or prepayment shall have been expressly approved in writing by Republic, or its successors or assigns, or (ii) be obligated or liable to Tenant with respect to the construction and completion of the initial improvements on the Building or the Premises for Tenant's use; and Tenant shall have no right to assert any of the foregoing or any damages arising therefrom as an offset of defense against Republic, its successors or assigns, or the Foreclosure Purchaser.

5. Without limitation of the foregoing, Tenant further agrees as follows:

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(a) That in the event of a foreclosure of the Mortgage, the exercise of the power of sale thereunder or of a conveyance in lieu of foreclosure, which foreclosure, sale or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now or hereafter provided thereunder, Tenant hereby covenants and agrees to make full and complete attornment to Republic or to the Foreclosure Purchaser, as the case may be, for the balance of the term of the Lease, including any extensions and renewals of the Lease now or hereafter provided thereunder, upon the same terms, covenants and conditions as therein provided, so as to establish direct privity of estate and contract as between Republic or the Foreclosure Purchaser, as the case may be, and Tenant and with the same force and effect as though the Lease were originally made directly from Republic, or the Foreclosure Purchaser, as the case may be, to Tenant, and Tenant will thereafter make all rent payments and any other payments under the Lease thereafter directly to Republic or to the Foreclosure Purchaser, as the case may be.

(b) That from and after the date hereof, Tenant shall deliver to Republic a copy of any notice of statement given by Tenant to Landlord under the Lease at the same time such notice or statement is delivered to the Landlord under the Lease.

(c) That in the event of any act or omission by Landlord under the Lease which constitutes a default on the part of Landlord thereunder or which would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right until: (i) it has given written notice of such act or omission to Republic and (ii) Republic shall, following the giving of such notice, have failed with reasonable diligence to commence, pursue or complete reasonable action to remedy such act or omission within a reasonable amount of time.

(d) That neither Republic nor a Foreclosure Purchaser will be bound by (i) any pre-payment by Tenant of rent for a period in excess of one month, (ii) any modification, amendment or alteration of any of the terms, covenants, provisions, representations, warranties, agreements, conditions and obligations of the Lease in any manner, or (iii) any assignment of Tenant's interest in the Lease by Tenant or by operation of law or otherwise, without the express prior written consent of Republic, or its successors or assigns.

(e) That Tenant will in no event subordinate or agree to subordinate the Lease to any other lien or encumbrance affecting the Building without the express written consent of Republic and any such attempted subordination or agreement to subordinate without such consent of Republic shall be void and of no force and effect.

6. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

7. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

8. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Republic to Tenant shall be deemed to have

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been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Tenant at:

C & M Mailing Service, Inc.  
9913 S. 78th Avenue  
Hickory Hills, IL 60457

or to such other address as Tenant may from time to time designate by written notice to Republic given as herein required. All notices, demands and requests by Tenant to Republic which are given shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid addressed to Republic at:

Republic Savings Bank, F.S.B.  
216 West Jackson Blvd.  
Suite 900  
Chicago, Illinois 60606  
Attention: Mr. John T. McLinden

or to such other address or addresses as Republic may from time to time designate by written notice to Tenant as herein required. Notices, demands and requests given by mail by Republic to Tenant and by Tenant to Republic in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder two (2) days after the time such notice, demand or request shall be deposited in the mails.

9. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of Republic hereunder, all obligations and liabilities of Republic under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom Republic's interest is so assigned.

10. Tenant acknowledges and agrees that this Agreement satisfies any condition or requirement of the Lease relating to a subordination and non-disturbance agreement.

11. Any provision of this Agreement which is unenforceable or invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenure of this Agreement as though any such invalid portion had never been included herein.

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IN WITNESS WHEREOF, the parties have executed the foregoing Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

REPUBLIC SAVINGS BANK, F.S.B.,  
a federal savings bank

By: *M. M. ...*  
Its: VICE PRESIDENT

C & M MAILING SERVICE, INC., an  
Illinois corporation

By: *Joseph M. ...*  
Its: PRESIDENT

ATTEST:

Its \_\_\_\_\_

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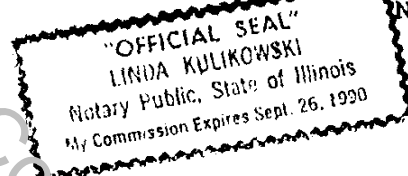
STATE OF ILLINOIS     )  
                    DU PAGE     )   SS  
COUNTY OF COOK        )

I, Linda Kulikowski, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Alexy Magallon, Cowley, VICE PRESIDENT of REPUBLIC SAVINGS BANK, F.S.B., a federal savings bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT 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 bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9<sup>th</sup> day of MAY, 1988.

My Commission Expires:

Sept 26, 1990



Linda Kulikowski  
Notary Public

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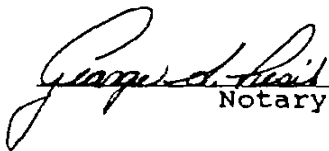
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STATE OF ILLINOIS )  
                  DuPage ) SS.  
COUNTY OF ~~COOK~~ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that, JOSEPH SEIDLIN IS the  
and PRESIDENT OF  
of C & M MAILING SERVICE, INC., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of May 1988.

  
\_\_\_\_\_  
Notary Public

(S E A L)

My Commission Expires: 10-23-88

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING SHOULD BE RETURNED TO:

Marcia W. Sullivan, Esq.  
Katten Muchin & Zavis  
525 West Monroe Street  
Suite 1600  
Chicago, Illinois 60606-3693



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## EXHIBIT A

### Legal Description

BEH-01 RECORDING \$18.25  
TRAN 1676 05/11/85 10:39.00  
88200782  
COOK COUNTY RECORDER

LOT 12 IN K & K INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION  
OF PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION  
12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX NUMBER: 23-12-302-017

ADDRESS: 9901-9913 S. 78th Avenue

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