

Return to  
Box 407  
Toll Free/NO

2. The Lease shall be and is hereby made subject and subordinate to the Mortgage and to all the terms, conditions and provisions thereof, and to all advances made or to be made thereunder, and all amounts secured thereby, and to any extensions, modifications, amendments or supplements thereto, all with the same force and effect as if the Mortgage (including all extensions, modifications, amendments or supplements thereto) had

1. Lessor and Tenant certify that the Lease has been fully executed and is in full force and effect, and has not been modified or amended except as expressly set forth herein. Tenant further certifies that Lessor is not in default under any of the terms of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinabove and hereinafter contained, Lessor, Tenant and Lender agree as follows:

WHEREAS, Lessor, Tenant and Lender are willing to agree and covenant that the Lease shall be subject and subordinate to the Mortgage but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Mortgage made by the Lessor covering, or in the event Lender otherwise succeeds to Lessor's interest with respect to any part of the Premises.

WHEREAS, the Lease remains in full force and effect, and made a part unmodified and unamended, between the parties thereto in accordance with the terms and conditions herein provided; and

WHEREAS, the Lease creates and recognizes certain rights, duties, obligations and covenants of Lessor and Tenant in the use of the Premises; and

WHEREAS, Lessor and Tenant have executed a certain Lease Agreement ("Lease") dated February 9, 1981, by and between Lessor and Tenant, pursuant to which Tenant has leased the Premises for a term of years commencing on the lease commencement date as more fully defined in the Lease; and

WHEREAS, Lessor has conveyed certain real property described in Exhibit A attached hereto and by reference incorporated herein (the "Premises") by a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of December 22, 1988 (the "Mortgage") to the Lender to secure the payment of a promissory note dated as of December 22, 1988 in the principal amount of \$14,500,000 executed by Lessor, payable to the order of Lender (the "Note") upon terms and conditions as more fully set forth in the Note and Mortgage; and

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT made as of the 23rd day of January, 1989 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not individually but as Trustee under the provisions of a Trust Agreement dated December 15, 1988 and known on such "Lessor", a Delaware corporation (hereinafter "Tenant"), and CONTINENTAL BANK N.A., a national banking association having its principal office at 231 South LaSalle Street, Chicago, Illinois 60697 (hereinafter "Lender").

WITNESSETH:

Mitsubishi Electric Sales America, Inc.

SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT

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~~5. Tenant agrees that it shall look solely to the premises for recovery of any judgment or damages from Lender or any other successor Lender and neither Lender nor any other successor Lender shall have any personal liability directly or indirectly under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times hereof or hereafter and Tenant, and any person claiming by, through or under Tenant, hereby forever and irrevocably waives and releases any and all such personal liability.~~

4. In the event of any such foreclosure or succession to the interests of Lender by foreclosure, deed in lieu thereof or otherwise, and the resulting purchaser of said interests through foreclosure sale (Lender or any purchaser shall hereinafter be referred to as the "Successor Lender"), Tenant shall attach to and shall be bound to Successor Lender under all of the terms in the Lease for the balance of the term plus any extension or extensions thereof without the execution of any further instrument on the part of the parties hereto.

~~any portion of the premises.~~  
bound by any covenant to undertake or complete any improvement to and accepted by Lender as a security or deposit fund and (vii) be Lender and shall have been specifically identified current month), unless such amount shall have been paid over by deposit (other than rent paid to Lender for not more than the Tenant with the amount of any security or other payment or terms of the Lease, (vi) be liable to refund to Tenant or credit Lender whether or not such notice is given pursuant to the written consent, (v) be bound by any notice given by Tenant to Lender of any rights under, the Lease made without Lender's consent, (iv) be bound by any amendment or modification of, or any waiver by Lender by any prepayment of more than one month's rent, (iii) be bound against Lender (but not against such Lender), (ii) be bound or counterclaim which may have accrued or may thereafter accrue to Tenant under the Lease, (i) be subject to any other, defense, previous breach, act or omission of Lender or any prior Lender, however, that Lender shall not be liable for any foreclosure by foreclosure, deed in lieu thereof or otherwise; such attempt to foreclose or to succeed to the interests of Lender by such foreclosure under the Mortgage or by any foreclosure shall not be diminished, interfered with or disturbed by and Tenant's possession of the premises and Tenant's rights and privileges under the Lease and any extension or extensions thereof shall not be diminished, interfered with or disturbed by a direct indenture of lease between Lender and Tenant, with the same force and effect as if originally entered into with Lender; in accordance with its terms, remain in full force and effect as and Lender's, that the Lease and any extension thereof shall, the terms, conditions or covenants of the Lease, Tenant, Lender, default in the payment of rent or in the performance of any of term of the Lease has commenced and the Tenant is not then in foreclosure, deed in lieu thereof or otherwise, and, provided the foreclosure or (b) to succeed to the interests of Lender by consolidation, replacement or extension thereof, for any reason foreclose the Mortgage or any renewal, modification, in the event any proceedings are brought by Lender (a) to accordance with the provisions of Paragraph 8 hereof. Further, receiver's rights under this Paragraph shall be provided in under the Lease. Notice of the exercise of the Lender's or receiver, as the case may be, all rents subsequently payable of competent jurisdiction, then Tenant agrees to pay Lender or Premises or a receiver for the premises is appointed by any court 3. In the event Lender becomes mortgagee in possession of the

\*upon notice from Lender  
been executed, delivered and recorded prior to the execution and delivery of the Lease.

16119068

New York, NY 10022  
645 5th Avenue, Suite 505  
Mitsubishi Electric America, Inc.

With copies to:

800 Blermann Court  
Mt. Prospect, IL 60056  
Attn: Branch Manager

To Tenant:

Mitsubishi Electric Sales America, Inc.

Attn: Steven Stander  
Robert W. Newman  
Chicago, Illinois 60601  
Suite 3800  
180 North LaSalle Street  
Arvey, Hodas, Costello & Burman

With a copy to:

Attn: Bruce Kinney  
Chicago, Illinois 60606  
Suite 300  
641 West Lake Street  
c/o R&P/Kensington Limited Partnership

To Landlord:

9. Whenever and wherever in the Lease, the Mortgage or in any proceedings involving the foreclosure or attempt to foreclose notice or demand be given or served by any party, such notice or demand shall be in writing and be deemed to have been given or served three business days after being mailed, postage prepaid, by certified or registered mail or when delivered in person and addressed as follows:

~~9. Whenever and wherever in the Lease, the Mortgage or in any proceedings involving the foreclosure or attempt to foreclose notice or demand be given or served by any party, such notice or demand shall be in writing and be deemed to have been given or served three business days after being mailed, postage prepaid, by certified or registered mail or when delivered in person and addressed as follows:~~

~~8. No amendment, alteration, modification or addition to this Agreement or the Lease shall be valid or binding unless expressed in writing, signed by the party or parties to be bound thereby and approved in writing by Landlord.~~

7. Tenant agrees that it will give prompt written notice in the manner provided herein to the Lender of any casualty damage to the leased premises and further agrees that it will give prompt written notice to the Lender of any default on the part of Landlord under the Lease, and Tenant further agrees that Lender shall be provided 30 days following such notice to cure such default prior to the exercise by Tenant of any of its rights under the Lease (or if the default is of such nature that it cannot be cured within such 30 day period such period shall be the time reasonably required to cure such default, provided that Lender commences to remedy such default within such 30 day period and proceeds with reasonable diligence thereafter to cure such default), it being agreed that the correction of any such default by Lender shall have the same effect and be treated as a correction by the Landlord.

\*due diligence and in good faith

8. No amendment, alteration, modification or addition to this Agreement or the Lease shall be valid or binding unless expressed in writing, signed by the party or parties to be bound thereby and approved in writing by Landlord.

~~6. Tenant agrees at any time and from time to time to execute, deliver and acknowledge to Landlord, to Lender or to any third party designated by Landlord or by Lender within 10 days following Landlord's or Lender's written request therefor, (a) a statement in writing certifying that the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Tenant alleges), that rent has not been prepaid more than one month in advance, and specifying any further information about the Lease or the premises which Landlord or Lender or said third party may reasonably request, and (b) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Lease to any third party. Tenant understands that prospective purchasers, mortgagees or lessors of the premises of any part thereof will rely on such certificates. Tenant's obligation to deliver such certificates within 10 days as described above is a material obligation of Tenant hereunder and under the Lease.~~

\*may

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the instrument is recorded in the public records of Cook County, Illinois, and the representations or warranties contained in this instrument shall be deemed to be true and correct by reason of such recording. The instrument, state and federal tax returns, and all other documents shall be deemed to be true and correct by reason of such recording. The instrument, state and federal tax returns, and all other documents shall be deemed to be true and correct by reason of such recording.

- 10. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.
  - 11. This Agreement shall remain in full force and effect until such time as the Mortgage is released or the Lease is terminated.
  - 12. The parties hereto agree that this Agreement may be recorded in the public records of Cook County, Illinois.
  - 13. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.
- or to such other addresses as may hereinafter be designated by any party by proper notice to the others.

To Lender:  
 Continental Bank N.A.  
 231 South LaSalle Street  
 Chicago, Illinois 60697  
 Attn: Real Estate Department  
 Michael W. Edwards  
 Gary J. Katunas

With a copy to:  
 Mayer, Brown & Platt  
 190 South LaSalle Street  
 Chicago, Illinois 60603  
 Attn: John J. Gearen  
 Darrell J. Strempler

and to:  
 Mitsubishi Electric Sales America, Inc.  
 5757 Plaza Drive  
 Cypress, CA 98630  
 Attn: Executive Vice President - Administration

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John J. Gearen  
Darrell J. Stremler  
Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603  
(312) 782-0600

This instrument prepared  
by (after recording  
return to):

BY: Michael Edwards  
Print Name: Michael Edwards  
Print Title: VP  
CONTINENTAL BANK N.A.

LENDER

BY: [Signature]  
Print Name: SUZANNE G BAKER  
Print Title: VP  
ATTEST: [Signature]

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not individually  
but as Trustee under Trust Agreement  
dated December 15, 1988 and known as  
Trust No. 107164-05

LANDLORD

BY: [Signature]  
Print Name: DAN B. CIPRIANO  
Print Title: GENERAL ATTORNEY  
BY: [Signature]  
Print Name: Richard D. Schindler  
Print Title: VP

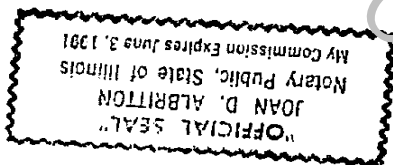
ATTEST: MITSUBISHI ELECTRIC SALES AMERICA, INC.

TENANT

IN WITNESS WHEREOF, the parties hereto have executed this  
Agreement as of the day and year above written.

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Notary Public

*Joan D. Albritton*

My commission expires: 6/3/91

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

I, JOAN D. ALBRITTON, a Notary Public, do hereby certify that RICHARD D. SCHULEN BURG, personally known to me to be the VICE president of MISBOUGH ELECTRIC MFG. CO. INC., DELAWARE corporation, and JOHN E. CIRIANO, GENERAL ATTORNEY Secretary of said corporation, and 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 severally acknowledged that as such VICE President and GENERAL ATTORNEY they signed and delivered the said instrument as VICE President and GENERAL ATTORNEY Secretary of said corporation pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )

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I, \_\_\_\_\_, a notary public in and for said county, in the state aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee as aforesaid and \_\_\_\_\_ Secretary of said association, and 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 severally acknowledged that as such \_\_\_\_\_ President and Secretary of said association, they signed and delivered the said instrument as \_\_\_\_\_ President and Secretary of said association pursuant to authority given by the Board of Directors of said association as Trustee as aforesaid, as their free and voluntary act, and as the free and voluntary act and deed of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

My commission expires: \_\_\_\_\_

[SEAL] Notary Public

STATE OF ILLINOIS )  
 COUNTY OF COOK )  
 SS. )

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I, Christine Francis, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael W. Brown, personally known to me to be a Vice President of CONTINENTAL BANK N.A., a national banking association, and 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 as such Vice President he signed and delivered the said instrument as Vice President of said association, pursuant to authority given by the Board of Directors of said association as his free and voluntary act, and as the free and voluntary act and deed of said association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of January, 1987.

Christine Francis  
Notary Public

[SEAL]

My Commission expires: \_\_\_\_\_  
My Commission Expires Sept. 18, 1989

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )



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03-35-104-007 Vol. 835

Common Address: 900 Business Center Drive  
Mt. Prospect, IL 60056

Kensington 203 - Lot 3 in Kensington Center Resubdivision IV being  
a Resubdivision of Lots 2 and 3 in Kensington  
Center, Phase Two, being a Subdivision in part of  
the North West Quarter of Section 35, Township 42  
North, Range 11 East of the Third Principal  
Meridian, according to the Plat of Resubdivision  
recorded December 31, 1980 as Document 25722781,  
in Cook County, Illinois.

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

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3/19/88

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\$20.00  
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#0944 C \*89-061791  
COOK COUNTY RECORDER

1. April 11, 1985, Assignment of Tenant's interest in Lease and Amendment to Lease;
2. January 1, 1988, Assignment and Assumption of Lease; and
3. July 1, 1988, Assignment and Assumption of Lease.

LEASE AMENDMENTS - 900 BUSINESS CENTER DRIVE, MT. PROSPECT, IL

EXHIBIT B