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This Instrument Prepared By:

90055984

Martin L. Miller
800 Waukegan Rd.
Glenview, IL 60025

AGREEMENT OF SUBORDINATION: NON-DISTURBANCE AND ATTORNMENT

Agreement made this 1st, day of FEBRUARY, 1990, by and between Industrial Gear Works, Inc., F/K/A Mellen Gear And Machine Corporation, having its principal office and place of business at 707-717 E. 47th Street, La Grange, Illinois ("Tenant"), and NBD Northfield Bank, an Illinois banking corporation, having its principal office and place of business at 400 Frontage Rd., Northfield, Illinois ("Mortgagee").

WITNESSETH:

\$21.00

WHEREAS, Tenant is the holder of a certain leasehold interest created under a certain Lease dated November 30, 1984 as modified by First Amendment to Lease dated November 30, 1989 (the "Lease") between Tenant, as Lessee, and La Salle National Bank Trust 35255, as Lessor, covering the building known as 707-717 E. 47th Street, La Grange, Illinois, (the "Building" or the "Leased Premises") more particularly described as part of Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, Mortgagee is making a Mortgage Loan upon the Leased Premises; and

WHEREAS, Tenant has agreed to subordinate the Lease to the Mortgage but has requested that Mortgagee agree not to disturb Tenant's possessory rights in the Leased Premises in the event Mortgagee or its successors or assigns should foreclose the Mortgage, and Tenant and Mortgagee have agreed that the Mortgage shall be superior to the Lease; and

WHEREAS, Mortgagee is willing to so agree to a non-disturbance arrangement on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Mortgagee and Tenant hereby agree as follows:

1. The Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, substitution, amendment, replacement or extension of same and to subsequent mortgage with which the Mortgage may be spread and/or consolidated, with the same force and effect as if the Mortgage

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(or any such subsequent mortgage with which the Mortgage is so spread and/or consolidated) had been executed, delivered and recorded prior to the execution, delivery and recordation of the Lease.

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 of the Lease now provided for thereunder, and provided that as of the date Mortgagee or its successors or assigns commences such a foreclosure action or accrets such a conveyance in lieu thereof, and at all times thereafter, 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 and obligations contained in the Lease to be performed or observed by Tenant thereunder, Mortgagee does hereby agree (subject to the observance and performance by Tenant of all of the terms, covenants and conditions of the Lease as modified hereby on the part of Tenant to be observed or performed) as follows:

- (a) No default under the Mortgage, as modified, extended, increased, spread or consolidated, and no proceeding to foreclose the same, and no conveyance in lieu of foreclosure thereof, will disturb Tenant's possession of the Leased Premises under said Lease and the Lease will not be affected or cut off thereby, except to the extent herein provided or provided in said Lease or First Amendment thereto; and
- (b) The Lease shall continue in full force and effect and Mortgagee, its successors or assigns, or any other party (the "Foreclosure Purchaser") acquiring the Leased Premises upon foreclosure sale, as the case may be, shall automatically recognize the Lease (as Modified hereby) as if it were originally made directly from Mortgagee, its successors or assigns, or the Foreclosure Purchaser, in favor of Tenant, but not in respect of any amendment to the Lease occurring hereafter not previously approved in writing by Mortgagee or its successors or assigns.

3. Notwithstanding the foregoing provisions of Paragraph 2 hereof, in the event of any foreclosure of the Mortgage or conveyance in lieu of a foreclosure, Mortgagee and Tenant agree as follows:

- (a) That neither Mortgagee, its successors or assigns, nor the Foreclosure Purchaser shall in any way or to any extent (i) be obligated or liable to Tenant for any prior act, omission or default on the part of the original or

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any prior landlord under the Lease, or (ii) be obligated or liable to Tenant for any security deposit or any other sums deposited with the landlord under the Lease and not physically delivered to Mortgagee, or (iii) be bound 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 Mortgagee, or its successors or assigns, or (iv) be obligated or liable to Tenant with respect to the construction and completion of any improvements in the Building for Tenant's use, enjoyment or occupancy; and Tenant shall have no right to assert any of the foregoing or any damages arising therefrom as an off-set or defense against Mortgagee, its successors or assigns, or the Foreclosure Purchaser.

- (b) That the Lease shall automatically be deemed modified and amended so as to delete therefrom any provisions of the Lease which required application of insurance or condemnation proceeds to restoration and rebuilding or which give Tenant any rights with respect thereto, it being understood that the foregoing shall not relieve the Tenant from paying full rent or performing any of its other obligations under the Lease.

4. Tenant hereby certifies as of the date hereof that the Lease is in full force and effect and has not been modified, altered or amended except for the First Amendment to Lease; that no rent under the Lease has been paid more than one (1) month in advance of its due date; that the Tenant as of this date has no charge, lien or claim under the Lease, or otherwise, against the rents or other charges due or to become due thereunder, or against landlord; and that all options to purchase, extend, renew or lease additional space under said Lease have expired or been waived by Tenant.

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

- (a) That in the event Mortgagee notifies Tenant that there has been a default under this Mortgage or in the event of a foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the lease, including any extensions and renewals of the Lease now provided thereunder, Tenant hereby covenants and agrees to make full and complete attornment to Mortgagee, its successors or assigns, or to the Foreclosure Purchaser, as the case may be, for the balance of the term of the Lease, including any extensions and renewals thereof now provided thereunder, upon the same terms, covenants and conditions as therein provided (except to the extent modified as aforesaid), so as to establish direct privity of estate and contract as between Mortgagee or its

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successors or assigns, 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 Mortgagee or its successors or assigns, 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 Mortgagee or its successors or assigns or to the Foreclosure Purchaser, as the case may be.

- (b) That from and after the date hereof, Tenant shall deliver to Mortgagee or its successors or assigns a copy of any notice or 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 (as modified hereby) 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 Mortgagee or its successors or assigns, and (ii) Mortgagee, or its successors or assigns, shall, following the giving of such notice, have failed with reasonable diligence to commence and to pursue reasonable action to remedy such act or omission.
- (d) That Tenant will in no event (i) make prepayment of rent for a period in excess of one month, (ii) modify, amend or alter any of the terms, covenants, provisions, representations, warranties, agreements, conditions and obligations of the Lease in any manner, (iii) assign its interest in the Lease, or (iv) permit its interest under the Lease to be assigned by operation of law or otherwise, without the express prior written consent of the Mortgagee, 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 Land, Building and/or Leased Premises without the express written consent of the Mortgagee or its successors or assigns, and any such subordination or any such attempted subordination or agreement to subordinate without such consent of Mortgagee or its successors or assigns, 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.

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7. No modification, amendment, waiver or release of any provision of this Agreement 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 Mortgagee to Tenant 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 Tenant at:

THE INDUSTRIAL GEAR WORKS, INC.

707 EAST 47TH STREET

LAGRANGE, IL 60525

or to such other address as Tenant may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by Tenant to Mortgagee 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 Secured Party at:

NBD Northfield Bank

400 Frontage Rd.

Northfield, Ill. 60093

or to such other address as Mortgagee may from time to time designate by written notice to Tenant given as herein required. Notice, demands and requests given by mail 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 requests 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 the original or any successor Mortgagee hereunder, all obligations and liabilities of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party of parties to whom such Mortgagee's interest is so assigned; and provided further that the interest of Tenant under this Agreement may not

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be transferred or assigned, by operation of law or otherwise, without Mortgagee's, or its successors' or assigns' prior written consent.

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

IN WITNESS WHEREOF, Mortgagee and Tenant have respectively executed this Agreement as of the day and year first above written.

MORTGAGEE:

By Virginia Seckler
Vice President

Attest: Dennis McGauran
Secretary

TENANT:

By [Signature]
Vice President

Attest: Julie A. Walden
~~XXXXXXXXXX~~

S E A L

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 Virginia Seckler personally known to me to be the Vice President of the NBD Northfield Bank corporation, and Dennis McGauran personally known to me to be the President ~~XXXXXXXXXX~~ 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 President ~~XXXXXXXXXX~~, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, 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.

Given under my hand and official seal, this 8st day of February 1990

Commission expires _____ 19____

Theresa Zabinski
NOTARY PUBLIC

" OFFICIAL SEAL "
THERESA ZABINSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/12/93

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S E A L

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 Robert D. Phelps III personally known to me to be the _____ President of the The Industrial Gear Works, Inc.

corporation, and Robert D. Phelps III personally known to me to be the _____ 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 Robert D. Phelps III President and Robert D. Phelps III Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, 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.

Given under my hand and official seal, this 31st day of February 1990

Commission expires _____ 1/14 1993

Juli A. Rude
NOTARY PUBLIC

County Clerk's Office

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EXHIBIT "A" - LEGAL DESCRIPTION

THAT PART OF BLOCK 8 IN E.S. BADGER'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF BLUFF AVENUE, AS PER PLAT RECORDED JANUARY 23, 1905, AS DOCUMENT 3646569, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 348.00 FEET; THENCE WEST ALONG A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 TO THE WESTERLY LINE OF SAID BLOCK 8, SAID WESTERLY LINE OF BLOCK 8 BEING THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILWAY COMPANY NOW KNOWN AS THE INDIANA HARBOR BELT RAILROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 8 AND ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4 TO THE POINT OF BEGINNING (EXCEPT THE EAST 33 FEET AND EXCEPT SOUTH 33 FEET FOR HIGHWAY) AND (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 BEING ALSO THE SOUTH EAST CORNER OF SAID BLOCK 8; THENCE NORTH 0 DEGREES 01 MINUTES 22 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 (BEING ALSO THE EAST LINE OF SAID BLOCK 8) A DISTANCE OF 33.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 47 SECONDS WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 50 MINUTES 47 SECONDS WEST ALONG SAID PARALLEL LINE 15.00 FEET; THENCE NORTH 45 DEGREES 03 MINUTES 56 SECONDS EAST 21.18 FEET TO A POINT IN A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, SAID POINT BEING 15.00 FEET NORTH OF THE AFORESAID DESIGNATED POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 01 MINUTES 22 SECONDS EAST ALONG SAID PARALLEL LINE, 15.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

P.I.N.# 18-04-418-024

P.I.N.# 18-04-418-025

Commonly known as: 620 S. East Avenue
707 E. 47th Avenue
LaGrange, Illinois

Man Jo:
NBD Bank Northfield
400 Frontage Rd
Northfield, IL

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