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**SUBORDINATION, NONDISTURBANCE, ATTORNMENT
AND CONSENT AGREEMENT**

This SUBORDINATION, NONDISTURBANCE, ATTORNMENT AND CONSENT AGREEMENT (the "Agreement") is made and entered into as of this 20th day of August, 1991, by and among American National Bank and Trust Company of Chicago, as Trustee under the Trust Agreement dated as of September 10, 1984 and known as Trust No. 62173 ("Landlord"), ElectroCom GARD Ltd. ("Tenant") and LaSalle National Bank ("Lender").

In consideration of the mutual covenants contained herein and Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the others, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord, and Lender hereby agree as follows:

1. Consent. Pursuant to an Assignment of Leases and Rents dated July 15, 1985 Landlord has assigned to Lender its interest in a certain lease agreement dated September 19, 1984 (the "Lease") originally between Landlord, as landlord, and Chamberlain Manufacturing Corporation ("Chamberlain") as tenant, pertaining to the premises (the "Premises") described in Exhibit A attached hereto located in Niles, Cook County, Illinois. The Lease has been amended and restated and assigned by Chamberlain to Tenant pursuant to an Assignment, Acceptance, Consent and Lease Amendment (the "Amendment") dated August 20, 1991. A copy of the Amendment is attached hereto as Exhibit B. Lender hereby consents to the amendments to the Lease contained in the Amendment (the Lease as amended and restated by the Amendment being hereinafter referred to as the "Amended Lease"), the execution of the Amendment and assignment of the Lease to Tenant pursuant thereto.

2. Subordination. Tenant hereby acknowledges and agrees that the Amended Lease and Tenant's leasehold estate created thereby are subject and subordinate to that certain Mortgage and Security Agreement with Assignment of Rents dated as of July 15, 1985 between Landlord and Lender, recorded on July 15, 1985 as Document No. 85102069, as same may be modified, amended, restated or replaced (the "Mortgage").

3. Nondisturbance. Lender hereby agrees that, so long as Tenant is not in default (upon the expiration of any applicable cure period) in the payment of rent or other sums payable by Tenant to Landlord under the terms of the Amended Lease, or under any other provision of the Amended Lease, all of Tenant's rights and privileges under the Amended Lease or any renewal or extension thereof, including without limitation, the right of possession of Tenant to the Premises, shall not be affected, interfered with, or disturbed, by Lender in the exercise of any of its rights under the Mortgage.

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4. Attornment. Tenant hereby agrees that, if Lender obtains title to the Premises through foreclosure, deed in lieu of foreclosure or otherwise under the Mortgage, Tenant will continue to occupy the Premises under the same terms and conditions of the Amended Lease and will attorn to Lender, its successors and assigns, to the same extent and with the same force as if Lender or its successors and assigns were the Landlord under the Amended Lease.

5. General.

(a) For purposes of all notice requirements hereof, the names and addresses of Lender, Landlord, and Tenant shall, until changed, be as follows:

Lender:

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Catheryn Fuller

Landlord:

American National Bank Trust #62173
845 Larch Avenue
Elmhurst, IL 60126
Attention: Craig J. Duchossois

Tenant:

ElectroCom GARD Ltd.
7449 North Natchez Avenue
Niles, Illinois 60648
Attention: General Manager

with a copy to:

Baker & Botts
3000 One Shell Plaza
910 Louisiana
Houston, Texas 77002
Attn: J. Patrick Garrett

Lender, Landlord and Tenant shall have the right to change the addresses for notices to them by giving the other parties hereto written notice of such change to the addresses set forth above.

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(b) This Agreement shall inure to the benefit of and shall be binding upon Lender, Landlord, Tenant and their respective successors and assigns.

(c) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegality or unenforceability did not exist.

(d) This Agreement shall be governed and construed by the laws of the State in which the Premises are located.

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

TENANT:

ELECTROCOM GARD LTD.

Attest:

By: ElectroCom Automation L.P.,
general partner

By: ElectroCom Automation Inc., managing general partner

By: [Signature]
Name: E. S. Ladd
Title: Sec. V.P.

By: [Signature]
Name: G. Dan Thompson
Title: Senior Vice President

LANDLORD:

Attest:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee under
the Trust Agreement dated as of
September 10, 1984 and known as Trust
No. 62173

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LENDER:

Attest:

LASALLE NATIONAL BANK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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(b) This Agreement shall inure to the benefit of and shall be binding upon Lender, Landlord, Tenant and their respective successors and assigns.

(c) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegality or unenforceability did not exist.

(d) This Agreement shall be governed and construed by the laws of the State in which the Premises are located.

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

TENANT:

ELECTROCOM GARD LTD.

By: ElectroCom Automation L.P.,
general partner

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee under
the Trust Agreement dated as of
September 10, 1984 and known as Trust
No. 62173

Attest: I, _____, do hereby certify that the undersigned are duly authorized as such Trustee of the American National Bank and Trust Company of Chicago, and that the execution of this instrument is in accordance with the powers vested in me as such Trustee. My commission expires _____.

By: _____
Name: WALTER H. MITCHELL
Title: TRUSTEE SECRETARY

By: _____
Name: J. M. Whelan
Title: _____

LENDER:

LASALLE NATIONAL BANK

Attest:

By: _____
Name: Carol L. Teardak
Title: ASSISTANT SECRETARY

By: _____
Name: Catherine Wheeler
Title: Vice President

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Attachments:

- Exhibit A - Premises
- Exhibit B - Amendment

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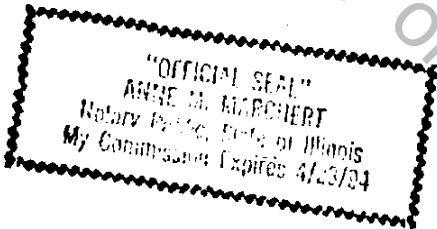
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STATE OF IL)
COUNTY OF Cook)

On this 20 day of AUG 20 1991 in the year 1991
before me personally came J. MICHAEL WILLIAMS to me known,
who, being by me duly sworn, did depose and say that he resides in
Illinois; that he is the Vice President of
American National Bank and Trust Company of Chicago, a national
banking association, as Trustee under the Trust Agreement dated as
of September 10, 1984 and known as Trust No. 62173, being a party
on whose behalf the above instrument was executed.

Annie M. Marchert
Notary Public in and for the
State of Illinois

My commission expires: _____



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STATE OF Texas)
COUNTY OF Dallas)

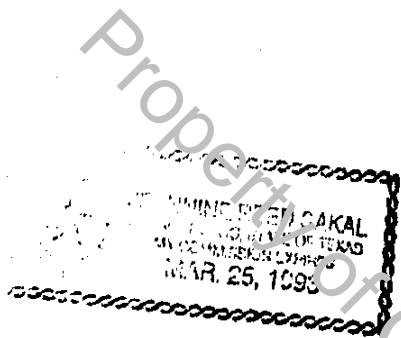
On this 20th day of August in the year 1991
before me personally came A. R. Thompson to me known,
who, being by me duly sworn, did depose and say that he resides in
Dallas; that he is the Senior Vice President * of
ElectroCom Automation L.P., a Delaware limited partnership and the
general partner of ElectroCom GARD Ltd., being a party on whose
behalf the above instrument was executed.

Jessamine Reed D. Gal
Notary Public in and for the
State of Texas

My commission expires:

3/25/93

* of ElectroCom Automation Inc., a Texas corporation and the
managing general partner



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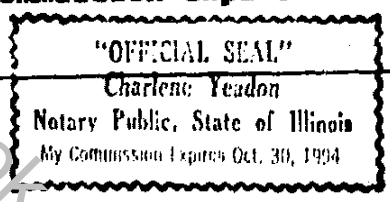
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STATE OF Illinois
COUNTY OF Cook

On this 10th day of August in the year 1991
before me personally came Charles W. ... to me known,
who, being by me duly sworn, did depose and say that he resides in
Illinois; that he is the Vice President of LaSalle
National Bank, a national banking association, being a party on
whose behalf the above instrument was executed.

Charlene Yeadon
Notary Public in and for the
State of Illinois

My commission expires:



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EXHIBIT "A"

The North 365 Feet of Lot 1 as measured along the east line thereof in Roehri's Subdivision, in the South East 1/4 of Section 30, Township 41 North, Range 13 East of the third principal meridian, in Cook County, Illinois.

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EXHIBIT B

ASSIGNMENT, ACCEPTANCE, CONSENT AND LEASE AMENDMENT

This Assignment, Acceptance, Consent and Lease Amendment (this "Agreement") is made and entered into this 20th day of August, 1991 by and among Chamberlain Manufacturing Corporation ("Chamberlain"), American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated as of September 10, 1984 and known as Trust No. 62173 ("Landlord") and ElectroCom GARD Ltd. ("ElectroCom").

W I T N E S S E T H:

WHEREAS, the Landlord owns in fee simple certain improved real property located in Niles, Illinois, commonly known as 7449 North Natchez Avenue, Niles, Illinois, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the foregoing real property, together with all buildings and improvements located thereon is hereinafter collectively referred to as the "Leased Premises"); and

WHEREAS, the Landlord has leased the Leased Premises to Chamberlain pursuant to that certain lease dated September 19, 1984 (the "Lease"); and

WHEREAS, Chamberlain now desires to assign its entire right, title and interest in and to the Lease and the Leased Premises to ElectroCom; and

WHEREAS, ElectroCom desires to assume such Lease and interest in the Leased Premises on the terms and conditions described below; and

WHEREAS, the Landlord is willing to consent to the assignment by Chamberlain to ElectroCom of its entire right, title and interest in and to the Lease and the Leased Premises pursuant to

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this Agreement and to make certain other agreements, covenants, representations and warranties as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises and covenants contained herein, and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. A true, complete and correct copy of the Lease is attached hereto as Exhibit "A".

2. Except as modified by paragraph 7 below, all the terms, covenants, agreements, representations, conditions and provisions contained in the Lease are hereby adopted and incorporated herein by reference to the same and full extent and with the same force and effect as if all such terms, covenants, agreements, representations, conditions and provisions were herein stated in full. Any capitalized term not defined in this Agreement shall have the meaning ascribed to such term in the Lease.

3. Chamberlain hereby assigns its entire right, title and interest in and to the Lease to ElectroCom and all the estate, right, title and interest of Chamberlain, whether in law or in equity or in possession or expectancy, in and to the Leased Premises and property subject to the Lease.

4. ElectroCom hereby assumes and agrees to perform when due for the benefit of Chamberlain, and the Landlord, all the obligations and liabilities of the Tenant hereafter accruing under the Lease including without limitation the payment of all rent hereafter accruing and coming due under the Lease as and when the same shall become due and payable in accordance with the respective terms and provisions thereof; provided, however, that ElectroCom shall not be responsible for, nor shall ElectroCom be deemed to be

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in default under the Lease by reason of, any defaults under the Lease (i) existing on the date hereof or (ii) occurring after the date hereof that arises out of an event or condition existing on the date hereof.

5. Landlord hereby consents to the assignment by Chamberlain of its entire right, title and interest in and to the Lease and Leased Premises to ElectroCom pursuant to this Agreement.

6. Chamberlain shall remain liable for the payment of all rent and performance of all obligations which have been heretofore accrued under the Lease and which have not been paid or performed as applicable or which may arise prior to the date of this Agreement, and Chamberlain agrees to cure any default of Chamberlain under the Lease (i) existing on the date hereof or (ii) occurring after the date hereof that arises out of an event or condition existing on the date hereof.

7. The Lease shall hereby be amended and restated in the form attached hereto as Exhibit B.

8. Landlord and Chamberlain each hereby represents and warrants, to the best of its knowledge, that (a) the Lease is in full force and effect and constitutes a valid, legal and binding obligation of the parties thereto, enforceable against each of them in accordance with its terms; (b) payments in the amounts due under the Lease have been made through _____, 1991; (c) neither Landlord nor Chamberlain is in default in any respect under the Lease, nor do there exist events or conditions that (with or without notice or lapse of time or both) would constitute a breach or violation thereof, or a default thereunder; (d) Chamberlain has not assigned, transferred or hypothecated the Lease or any interest therein or subleased all or any portion of the Leased Premises; and (e) neither Landlord nor Tenant has received any notice of any violation of law, ordinance, governmental rule or regulation, or

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use restriction on or related to the Leased Premises, nor has received any notification from any federal, state or municipal authority having jurisdiction over the Leased Premises alleging that any such violation exists.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ELECTROCOM GARD LTD.

By: ElectroCom Automation L.P., general partner
By: ElectroCom Automation Inc., managing general partner
By: _____

Its: _____

CHAMBERLAIN MANUFACTURING CORPORATION

By: _____

Its: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AS OF SEPTEMBER 10, 1984 AND KNOWN AS TRUST NO. 62173.

By: _____

Its: _____

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EXHIBIT "A" - 1

The North 365 Feet of Lot 1 as measured along the east line thereof in Roehri's Subdivision, in the South East 1/4 of Section 30, Township 41 North, Range 13 East of the third principal meridian, in Cook County, Illinois.

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EXHIBIT A-2

To

EXHIBIT B

LEASE

[This Exhibit has been intentionally omitted from the original to be recorded. The parties to the Agreement have retained complete originals.]

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EXHIBIT B

To

EXHIBIT B

AMENDED AND RESTATED LEASE

[This Exhibit has been intentionally omitted from the original to be recorded. The parties to the Agreement have retained complete originals.]

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- . DEPT-01 RECORDING \$27.00
- . T#5555 TRAN 9779 10/03/91 15:33:00
- . #2509 # E *--91-517001
- . COOK COUNTY RECORDER

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