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## ATTORNMEN, SUBORDINATION AND NON-DISTURBANCE AGREEMENT

This Attornment, Subordination and Non-Disturbance Agreement (the "Agreement") is made and entered into as of the day of \_\_\_\_\_, 1991, by and among Sullivan Delivery and Warehousing, Inc., an Illinois corporation ("Tenant"), American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated June 14, 1989 and known as Trust No. 108597-00 ("Landlord"), and NBD Skokie Bank, N.A., a national banking association ("Lender").

### I Recitals

1.1 Tenant is the tenant under the terms of a certain letter agreement dated June 28, 1989, between Landlord and Tenant (the "Letter Agreement"), pertaining to and covering a portion of that certain real estate which is legally described on Exhibit A attached hereto and the buildings and improvements located thereon (the "Property").

1.2 Lender has made loans and is presently contemplating the making of additional loans (collectively, the "Loan") to Landlord secured by the Property. Accordingly, this Agreement is entered into by the parties hereto with the intention of having Lender rely thereon in disbursing the portion of the Loan not heretofore disbursed by Lender to Mortgagee.

### II

#### Warranties, Covenants and Agreements

2.1 The Letter Agreement, all extensions, modifications, replacements and renewals thereof (the "Lease"), and all of Tenant's rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to that certain Junior Mortgage and Security Agreement dated January 30, 1990 and recorded in the Office of the Cook County Recorder of Deeds on JANUARY 31, 1991 as Document No. 90050095, and all extensions, modifications, replacements and renewals thereof (the "Mortgage"), and all other documents, including a Junior Assignment of Leases and Rents (the "Assignment"), and all extensions, modifications, replacements and renewals thereof, now or hereafter securing the Loan, including, without limitation, that certain First Modification Agreement (the "Amendment") of even date herewith, among Landlord, Spectrum-Menard Limited Partnership, an Illinois limited partnership, and the sole beneficiary of Landlord, William O. Brachman, Stephen E. Barron, Donald Gianone, Spectrum-Menard

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Management Company, an Illinois corporation and the sole general partner of such beneficiary, and Lender (the Mortgage, Assignment and other documents, including the Amendment, being together referred to herein as the "Loan Instruments"), to the same extent as if the Loan Instruments had been executed, delivered and recorded prior to execution of the Lease.

2.2 Tenant agrees that it will not after the date hereof subordinate the Lease to any mortgage, deed of trust or other lien encumbering the Property, other than the Loan Instruments, without first obtaining the written consent of Lender.

2.3 Lender shall have the right at any time to elect, by a notice in writing given to Tenant, to make the Lease superior to the Loan Instruments, and, upon the giving of such notice to Tenant, the Lease shall be deemed to be prior and superior to such Loan Instruments and the interest thereby created and evidenced.

2.4 The Lease shall not, after the date hereof, be modified without first obtaining the prior written consent of Lender, and rent shall not be paid more than one month in advance.

2.5 Tenant hereby acknowledges that the interest of Landlord under the Lease shall be assigned to Lender solely as security for the Loan and Lender (a) shall not be liable for any claims for damages or setoffs arising out of Landlord's interest in the Property, for the return of any security deposit unless it has specifically been received by Landlord, for any act committed by Landlord or any breach or failure to perform by Landlord, and (b) shall not be obligated, by reason of the Assignment or the exercise of any rights granted therein, to perform any obligation of Landlord. Landlord and Tenant hereby agree that immediately upon notice by Lender that a default or event of default has occurred under the Loan Instruments, Tenant will, if Lender so requests and until further notice and direction from Lender, make all future payments of rent and any other amounts becoming due under the Lease directly to Lender.

2.6 In the event of any default by Landlord under the Lease, Tenant shall promptly give notice of such default to Lender and, in such event and prior to the exercise by Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, Lender shall have the right, but not the obligation, to cure such default within thirty (30) days following the receipt of such notice (except that if Lender cannot cure such default within such period of time, such period shall be extended for a reasonable additional period of time, provided that Lender commences to take action in order to cure such default within such period and proceeds diligently thereafter to effect such cure), and, if Lender does cure such default, then the Lease shall remain in full force and effect.

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2.7 Notwithstanding the subordination of the Lease as aforesaid, in the event that Lender or any other party succeeds to the rights of Landlord under the Lease ("Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, then Tenant agrees that (a) it shall attorn to, and be liable to and recognize Successor Landlord as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease; (b) thereafter, it shall make payments of rent (minimum, basic, percentage, additional or otherwise) to Successor Landlord, and otherwise perform all of Tenant's obligations set forth in the Lease; (c) Successor Landlord shall be responsible only for the performance of those of lessor's obligations to be performed during the period of its ownership; and (d) Tenant shall look solely to the interest of Successor Landlord in the Property for recovery of any judgment, it being specifically agreed that neither Successor Landlord, nor Lender, nor anyone claiming under Landlord or Lender, shall ever be personally liable for any such judgment. So long as Tenant shall pay, when due, such rent and impositions and otherwise perform such other tenant obligations as set forth in the Lease, Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, Tenant shall not be evicted from the Property, nor shall any of Tenant's rights to use and possession under the Lease be affected in any way by reason of the subordination or any modification of or default under the Mortgage, and Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage.

2.8 Tenant agrees that on the written request of Lender made from time to time, Tenant will promptly execute and deliver to Lender an estoppel certificate addressing such matters pertaining to the Lease as Lender may request.

2.9 Whenever any of the parties hereto desires to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hand delivered or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, addressed to the intended recipient at the following addresses:

Lender:

NBD Skokie Bank, N.A.  
8001 Lincoln Avenue  
Skokie, Illinois 60077  
Attention: Mr. Paul A. Hartman

Tenant:

Sullivan Delivery and Ware-  
housing, Inc.  
905 South Menard  
Chicago, Illinois 60644  
Attention: EDWARD BERKOWSKI

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Landlord:

American National Bank and Trust  
Company of Chicago, as Trustee  
under Trust No. 108597-00  
11 North LaSalle Street  
Chicago, Illinois 60690  
Attention: Land Trust Department

and

Spectrum-Menard Limited Partnership  
122 South Michigan Avenue  
Suite 1210  
Chicago, Illinois 60602  
Attention: Mr. William O. Brachman  
Mr. Stephen E. Barron  
Mr. Donald Gianone

2.10 This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender 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 not affect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

2.11 Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

2.12 This instrument is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the day and year first above written.

**TENANT:**

SULLIVAN DELIVERY AND WAREHOUSING, INC., an Illinois corporation

By *Edward P. [Signature]*  
Its President

**LANDLORD:**

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

By *[Signature]*  
Its Trustee

**LENDER:**

NBD SKOKIE BANK, N.A., a national banking association

By *[Signature]*  
Its President

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

Craig S. Arnson, Esq.  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street, Suite 3900  
Chicago, Illinois 60606

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COMMISSION EXAMINEE / 12/15/23  
VOTER PUBLIC STATE OF ILLINOIS  
PATRICIA M. FARMER  
"OFFICIAL SEAL"



EXHIBIT "A"

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Parcel 1:

The Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, except that part thereof lying Easterly of the westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of Company's right of way; thence Northwesterly along said curved line to its intersection and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr's Resubdivision of part of Warren Park in said Section 17.

Parcel 2:

That part of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park, a Subdivision in Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, lying East of the center line of the Southeast 1/4 of said Section 17 and lying westerly of the westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad Company's right of way; thence Northwesterly along said curved line to its intersection with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr's Resubdivision of part of Warren Park in said Section 17.

Parcel 3:

Non-exclusive easement for the benefit of Parcels 1 and 2 for ingress and egress for the purpose of repairing, maintaining and replacing the structures located on Parcels 1 and 2 as created by the Grant of Easement recorded August 17, 1987 as Document No. 67-453,540 over a 4 foot wide strip of land lying Easterly of and adjacent to Parcels 1 and 2 and lying Northerly of the South line of Parcel 2 extended East to the East line of said 4 foot wide strip of land.

P.I.N. # : 16-17-400-014 and 16-17-413-023

Street Address of Property: 905 S. Menard, Chicago, Illinois

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