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BOOK 303-116

1992 SEP 25 9 AM '92 92711662

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DRAFT #120/92

[FORM OF SICIL LEASE SUBORDINATION AGREEMENT]

This instrument was prepared by, Permanent Real Estate
and, after recording, return to: Tax Index No.:

William C. Graft, Esq.
KECK, MAHIN & CATE
1515 E. Woodfield Road
Suite 250
Schaumburg, IL 60173-5431

08-22-302-020

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Address: 140 STANLEY ST.

In Elk Grove Village, Illinois

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

Re: Sicil Loan

This Agreement is made and entered into this 31st day of August, 1992, by and between J.S.W. PLASTICS MACHINERY, INC.

Bank of Elk Grove (the "Tenant"),
First Colonial ~~Trust Company~~, not personally, but solely as
Trustee under Trust Agreement dated AUGUST 27, 1992, 1992 and
commonly known as Trust No. 92-208 (the "Landlord"); and
FIRST COLONIAL BANK OF ELK GROVE, an Illinois state bank (the
"Mortgagee").

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R E C I T A L S

Tenant entered into that certain Lease (as hereinafter defined), attached as Exhibit "B" hereto, whereby Tenant leases the premises described in said Lease from the Landlord, which premises are hereinafter referred to as the "Leased Premises" and are situated upon certain real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendments, assignments or modifications thereof, whether now or hereafter existing, shall be hereinafter referred to as the "Lease"; and

There has been executed and delivered by Landlord to Mortgagee, a Mortgage and Security Agreement and Security Agreement (the "Mortgage") and an Assignment of Rents relating to the real estate (the "Assignment") each encumbering the real estate; and

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Mortgagee, as a condition to making the loan secured by the Mortgage, has requested the execution of this Agreement, and Landlord and Tenant are willing to execute this Agreement, in accordance with the terms and conditions of the Lease, to induce Mortgagee to make the loan;

ACCORDINGLY, in consideration of the mutual covenants and agreements herein-contained and in consideration of Ten and No/100 (\$10.00) Dollars, by each of the parties hereto paid to the other, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. Tenant acknowledges and agrees that (i) the Lease is in full force and effect and there is no existing default thereunder, and (ii) no rents have been prepaid except as provided for in the Lease and Tenant does not now have or hold any claim against the Landlord which might be set off or credited against future accruing rents.

2. The Lease is and shall be subject and subordinate to the Mortgage and the Assignment insofar as it affects the Real Estate, and to all renewals, modifications, consolidations, replacements, and extensions thereof, 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, to the full extent of the principal sum secured thereby and interest accrued and from time to time unpaid thereon.

3. Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or any other loan documentation given to the Mortgagee in support of and secured by the Mortgage, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction directs otherwise.

4. In the event it should become necessary to foreclose the Mortgage or exercise its rights under the Assignment, the Mortgagee thereunder will not join the Tenant as a party defendant in any foreclosure proceeding so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease, or any of its obligations to the Mortgagee separate and apart from the Lease.

5. In the event that the Mortgagee or its designee shall succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees from and after such event, to attorn to the Mortgagee, its designee or the

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purchaser at any foreclosure sale of any portion or all of the Real Estate of which the leased premises constitutes a part, all rights and obligations under the Lease to continue as though the interest of Landlord has not terminated or such foreclosure proceeding had not been brought, and the Tenant shall have the same remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under said documents against the Landlord; provided, however, that the Mortgagee, designee or purchaser shall not be:

~~(a) liable for any act or omission of any prior landlord (including the Landlord);~~

~~(b) subject to any offsets or defenses which the Tenant might have against any prior Landlord (including the Landlord);~~

~~(c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or~~

~~(d) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.~~

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 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:

J.S.W. PLASTICS MACHINERY, INC.

140 STANLEY STREET

ELK GROVE VILLAGE, ILLINOIS 60007

Attention: _____

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 Mortgagee at:

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First Colonial Bank of Elk Grove
1100 West Devon Avenue
Elk Grove Village, Illinois 60007
Attention: Mr. Adam K. Hudelson

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 when personally delivered or 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 or parties to whom such Mortgagee's interest is so assigned; and provided further, that the interest of Tenant under this Agreement may not be transferred or assigned, by operation of law or otherwise, without Mortgagee's, or its successors' or assigns' prior written consent.

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The parties hereto have executed this Agreement the day and year first above written.

TENANT:

J.S.W. PLASTIC MACHINERY, INC.
140 STANLEY STREET
ELK GROVE VILLAGE, ILLINOIS 60007

By: [Signature]
Its: President

ATTEST:

By: Kazuhiko Doeda
Its: Treasurer

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LANDLORD:

BANK OF ELK GROVE

FIRST COLONIAL ~~TRUST COMPANY~~, not personally, but solely as Trustee aforesaid.

By: *Charles L. Hadden*
Its: TRUST OFFICER

ATTEST:

By: _____
Its: _____

MORTGAGEE:

FIRST COLONIAL BANK OF ELK GROVE,
an Illinois state bank

By: *Charles L. Hadden*
Its: SPECIAL AGENT

ATTEST:

By: _____
Its: _____

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF) SS.

N/A

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT the above-named _____ who personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered said instrument as _____ own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this _____ day of _____, 1992.

NOTARY PUBLIC

My commission expires: _____

MORTGAGEE ACKNOWLEDGEMENT

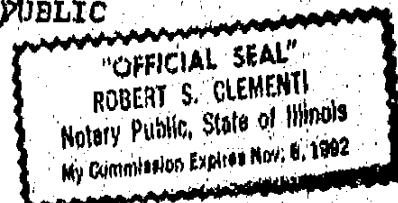
STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, ROBERT S. CLEMENTI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ADAM K. HUDERSON, the SENIOR V.P. / TRUST OFFICER of First Colonial Bank of Elk Grove, an Illinois state bank (the "Bank") and _____, the _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ADAM K. HUDERSON and _____ respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their 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 17th day of Sept, 1992.

Robert S. Clementi
NOTARY PUBLIC

My commission expires: Nov 6, 1992



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CORPORATE ACKNOWLEDGMENT, § 2

California
STATE OF ILLINOIS)
COUNTY OF Los Angeles) SS

I, Teresa Mary Dellarosa, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT K. WATANABE, the PRESIDENT of J.S.N. Plastics Machinery, (the "Tenant") and PROVED, the PROVED of Tenant, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and PROVED respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Tenant, for the uses and purposes therein set forth.

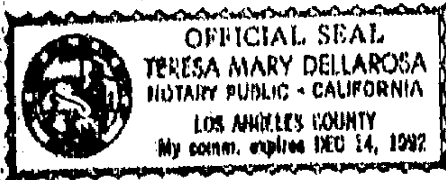
GIVEN UNDER my hand and notarial seal this 11th day of September, 1992.

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Teresa Mary Dellarosa
NOTARY PUBLIC

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L.S. My commission expires: 12-14-92



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EXHIBIT A

Legal Description of Sicil Property

Sicil Parcel 2:

Lot 2 in Gullo International's Resubdivision No. 2, being a Resubdivision of Lot 1 in Gullo International Office and Industrial Center Subdivision, being a subdivision in the West 1/2 of the Southwest 1/4 of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded October 5, 1988 as Document 88459427, in Cook County, Illinois.

Address: 140 Stanley Street, Elk Grove Village, Illinois

P.I.N.: 03-22-302-020

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