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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Reference is made to the Lease dated December 1, 1992 (the "Lease") between LaGrou Cold Storage Partnership an Illinois general partnership ("Landlord") and Kelaron Corporation, an Illinois corporation ("Tenant") pertaining to certain premises ("Premises") located at 2055 West Pershing Road, Chicago, Illinois ("Building").

LASALLE NATIONAL BANK ("Bank") has agreed to make a loan to Landlord (the "Loan") secured in part by a lien encumbering the Building (the "Mortgage") and other property. Bank has required the execution of this agreement as a condition to the making of the Loan.

Notwithstanding anything in the Lease to the contrary, Bank and Tenant hereby agree:

1. Tenant's interest in the Lease is and shall be subject and subordinate in all respects to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon, all 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.

2. Tenant's right to possession of the Premises and rights and privileges under the Lease shall not be disturbed or diminished by Bank, or any purchaser of the Building at a foreclosure sale under the Mortgage or any transferee who acquires the Building by deed in lieu of foreclosure or otherwise (a "Foreclosure Purchaser"), their respective successors or assigns, provided Tenant is not in default of and shall continue to observe and perform its obligations under said Lease and this Agreement and pay all amounts of rent and/or any other charges to whomsoever may be lawfully entitled to same from time to time without any offset or other defense.

3. Tenant shall attorn as Tenant under the Lease to the a Foreclosure Purchaser as its landlord for the balance of the term of the Lease upon the same terms and conditions set forth in the Lease.

4. Neither Bank, 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, or default on the part of the original or 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 original or any prior landlord under the Lease, and not physically delivered to Bank, its successors or assigns, (iii) be obligated or liable to Tenant with respect to the construction and completion of the Building or the Premises, or (iv) be bound by any previous modification or amendment of the Lease or by any previous prepayment of rent for a period greater than one (1) month, unless such modification,

mail to:

Joy S. Goldman  
SCHWARTZ & FREEMAN  
401 W. MICHIGAN #1900 BR 57  
CHICAGO IL, 60611

74-02-574-7402-575

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amendment or prepayment shall have been expressly approved in writing by Bank, or its successors or assigns; and Tenant shall have no right to set up or assert any of the foregoing or any damages arising therefrom as an offset, defense or counterclaim against Bank, its successors or assigns or any Foreclosure Purchaser.

5. Bank may terminate this Agreement if Tenant does not deliver a certificate in the form described in the Lease or regularly and customarily used by Landlord or Bank, to Landlord, to Bank or to any third party designated by Landlord or Bank within thirty (30) days following demand therefor.

6. Tenant agrees to notify Bank with written notice of any casualty damage to the Premises and any default under the Lease by Landlord and Bank is hereby given the right to cure defaults of Landlord under the Lease within thirty (30) days following the receipt of such notice; however, Bank shall be under no obligation to remedy any such default.

7. Subject to the provisions of the Lease and except as provided therein, Tenant will in no event (i) assign its interest in the Lease, (ii) permit its interest under the Lease to be assigned by operation of law or otherwise, or (iii) subordinate or agree to subordinate the Lease to any other lien or encumbrance, without the express prior written consent of the Bank, or its successors or assigns.

8. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns subject to paragraph 6 above; provided, however, that upon Bank's assignment of its interest, all obligations and liabilities of Bank shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Bank's assignee.

9. This Agreement shall not affect either the superior lien of the Mortgage or the superior right of Bank to condemnation and insurance proceeds.

10. All notices hereunder shall be given in writing by United States registered or certified mail, postage prepaid, to the addresses of the parties set forth below or to such other address as the parties may from time to time designate by such a written notice.

COPIES OF THIS AGREEMENT  
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11. Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

LASALLE NATIONAL BANK, Bank

By [Signature]  
Its VICE PRESIDENT

ADDRESS:

120 South LaSalle Street  
Chicago, Illinois 60606

KELARON CORPORATION, Tenant

By [Signature]  
Its PRESIDENT

ADDRESS:

2055 West Pershing Road  
Chicago, Illinois

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2025/08/01

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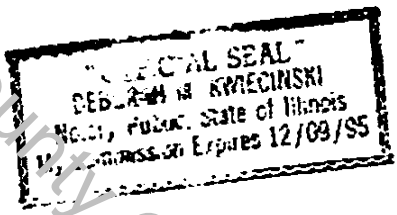
STATE OF ILLINOIS )  
                                  ) SS:  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY THAT JA Gudzins of Kelaron Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument in the capacity above stated, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 3rd day of December, 1992.

[Handwritten Signature]  
Notary Public

MY COMMISSION EXPIRES:  
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Notary Public of Cook County Clerk's Office

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STATE OF ILLINOIS )  
  ) SS:  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY THAT Edward Nelson as Vice Pres of LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument in the capacity above stated, appeared before me this 29th day in person and acknowledged that he signed and delivered the said instrument as such officer as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 29th day of December, 1992.

Joy S. Goldman  
Notary Public  
"OFFICIAL SEAL"  
JOY S. GOLDMAN  
Notary Public, State of Illinois  
My Commission Expires Sept. 16, 1996

MY COMMISSION EXPIRES:  
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11/18/2018



# UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007402574 D2  
 STREET ADDRESS: 2055 West Pershing  
 CITY: Chicago COUNTY: COOK  
 TAX NUMBER: 20-06-100-076 20-06-100-013 20-06-100-015  
 20-06-100-079 20-06-100-014 20-06-100-016

### LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

PARCEL 1: THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE AND 641.32 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH AT RIGHT ANGLES TO SAID PARALLEL LINE 310 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6 125.93 FEET TO A POINT; THENCE NORTHEASTERLY ON A CURVE CONVEX TO SOUTHEAST WITH A RADIUS OF 371 FEET A DISTANCE OF 18.36 FEET TO A POINT WHICH IS 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ON A LINE AT RIGHT ANGLES TO A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, DISTANCE OF 292.86 FEET; THENCE WEST ON LAST DESCRIBED PARALLEL LINE BEING ALSO THE SOUTH LINE OF WEST 39TH STREET, 132.5 FEET TO THE PLACE OF BEGINNING;

PARCEL 2: ALSO THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 376.32 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE WEST ALONG A LINE 33 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4 A DISTANCE OF 132.5 FEET TO A POINT; THENCE SOUTH ALONG A STRAIGHT LINE MAKING AN ANGLE OF 90 DEGREES WITH LAST DESCRIBED LINE, A DISTANCE OF 292.86 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST WITH A RADIUS OF 300 FEET TO A POINT 132.5 FEET EAST OF THE LAST DESCRIBED STRAIGHT LINE, MEASURED AT RIGHT ANGLES THERETO; SAID POINT BEING 199.19 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 166.19 FEET TO THE PLACE OF BEGINNING;

PARCEL 3: ALSO THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTH LINE AND 691.39 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 500 FEET; THENCE WEST ON A STRAIGHT LINE PARALLEL TO AND 533 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET; THENCE NORTH ON A STRAIGHT LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE TO A POINT 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 6, SAID POINT BEING 999.39 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE EAST ON A STRAIGHT LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, 308 FEET TO THE PLACE OF BEGINNING;

PARCEL 4: THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF WEST PERSHING ROAD WHICH IS 33 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, SAID POINT BEING 691.39 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 500 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 371 FEET, SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF

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## CHICAGO TITLE INSURANCE COMPANY



ORDER NUMBER: 1401 007402574 D2

STREET ADDRESS: 2055 W Pershing

CITY: Chicago COUNTY: COOK

TAX NUMBER: 20-06-100-076 20-06-100-013 20-06-100-015

20-06-100-079 20-06-100-014 20-06-100-016

**LEGAL DESCRIPTION:**

THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE NORTHEASTERLY ALONG SAID CURVED LINE TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 50.07 FEET EAST OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 469.79 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SAID SOUTH LINE OF WEST PERSHING ROAD; THENCE WEST ALONG THE SOUTH LINE OF WEST PERSHING ROAD A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING;

PARCEL 5: THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WITH THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 533 FEET A DISTANCE OF 308 FEET MORE OR LESS TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 371 FEET, THE SAID CURVE BEING DRAWN FROM A POINT 573 FEET SOUTH OF THE NORTH LINE AND 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4 TO A POINT 325.86 FEET SOUTH OF THE NORTH LINE AND 509.6 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED CURVED LINE TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET, SAID POINT BEING 860 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 573 FEET A DISTANCE OF 140.75 FEET MORE OR LESS TO ITS INTERSECTION WITH THE EXTENSION OF THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 A DISTANCE OF 46 FEET TO THE POINT OF BEGINNING;

PARCEL 6: THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6 FROM A POINT WHICH IS 999.3 FEET WEST OF THE NORTHEAST CORNER THEREOF, WHICH POINT OF BEGINNING IS 393 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 6; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 270 FEET AN ARC DISTANCE OF 149.75 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 533 FEET OF THE SAID NORTHWEST 1/4 OF SECTION 6, THE SAID POINT BEGINNING 41.5 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 3.72 FEET MORE OR LESS TO A POINT 535.76 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST 1/4 50 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 193.13 FEET AN ARC DISTANCE OF 51.88 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4, SAID POINT BEING 85.89 FEET WEST OF THE SAID LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID NORTHWEST 1/4 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 573 FEET OF THE SAID NORTHWEST 1/4 A DISTANCE OF 85.89 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH ALONG SAID LINE DRAWN AT RIGHT ANGLE A DISTANCE OF 180 FEET TO THE POINT OF BEGINNING;

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