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3. In the event that the Mortgage shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees 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 return to the Mortgagee and/or purchaser at any foreclosure sale, of the Real Estate, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought. Such attornment shall be effective and self-operative without the

2. In the event it should become necessary to foreclose the Mortgage, the Mortgagee will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

1. The Lease is and shall be subject and subordinate to the Mortgage, insofar as it affects the Real Estate of which the Leased Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon. Any interest of the Tenant in an option to purchase all, or any part, of the leased premises contained in the Lease is specifically subordinate to the right of the first Mortgagee under the terms of the Mortgage and such option shall not be binding upon the Mortgagee, its successors or assigns.

8. Mortgage, as a condition to making a \$1,000,000 mortgage loan (the "Loan") secured by a mortgage (the "Mortgage") encumbering the Leased Premises, has requested the execution of this Agreement; NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties and to induce Mortgagee to make the Loan upon the Real Estate, the parties do hereby covenant and agree as follows:

A. Tenant entered into a Lease dated January 1, 1992, as amended on June 28, 1993 (the "Lease") with RMI Trust dated January 24, 1977 (the "Landlord") for approximately 90,467 square feet (the "Leased Premises") situated on real estate legally described in Exhibit A attached hereto and made a part hereof, and commonly known as 5101-5025 W. 65th Street, Bedford Park, Illinois, (the "Real Estate") at an annual rental of \$160,934.00 and for a term expiring December 31, 1997; and

THIS AGREEMENT made and entered into this 29th day of June 1993, by and between Corrugated Supplies Corp. ("Tenant"), and American National Bank and Trust Company of Chicago ("Mortgagee").

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

FINAL 6/22/93

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ATG.F. BOX 370

DEPT-11 RECORDS
 15:35:00
 07/20/93
 15:35:00
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 COOK COUNTY RECORDER

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execution of any further instrument on the part of either of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of any holder(s) of any of the indebtedness or other obligations secured by the Mortgage or any such purchaser, any instrument or certificate which, in the sole judgment of Landlord or of such holder(s) or such purchaser, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

4. If Mortgagee shall succeed to the interest of Landlord under the Lease in any manner, or if any purchaser acquired the Leased Premises upon any foreclosure of the Mortgage or any trustee's sale under the Mortgage, Mortgagee or such purchaser, as the case may be, in the event of attornment shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if Mortgagee or such purchaser had not succeeded to the interest of Landlord. The Tenant shall have the same remedies against the Mortgagee for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Mortgagee had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee shall not be:

- (a) liable for any act or omission of any prior landlord (including the Landlord); or
- (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- (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 its consent.

5. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed nor any rights of Landlord to terminate which are independent of Tenant's default.

6. Tenant shall send to Mortgagee copies of all notices given to Landlord under the Lease, at the same time such notice is given to Landlord.

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EXHIBIT A

PARCEL 1: That part of the Southwest Quarter of the Northeast Quarter of Section 21, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at a point in the South line of the North 50 feet of said Quarter Quarter Section which is 659 feet East of the West line thereof; thence South on a line parallel to the West line of said Quarter Quarter Section, 292.46 feet to the point of intersection of a curved line, convex to the Southeast and having a radius of 278.94 feet (said curve being concentric to a curved line having a radius of 287.94 feet which is tangent to a line 659 feet East of and parallel to said Quarter Quarter Section at a point 318.85 feet South of the North line thereof), thence Southwesterly along said curved line 185.96 feet to a point of reverse curve; thence Southwesterly along a curved line, curve convex to the Northwest and having a radius of 296.94 feet a distance of 131.4 feet to an intersection with a line 519 feet East of and parallel to the West line of the Southwest Quarter of the Northeast Quarter of Section 21 aforesaid; said point of intersection being 621.83 feet South of the North line of said Quarter Quarter Section; thence North along the line 519 feet East of the West line of said Southwest Quarter of the Northeast Quarter of Section 21, 28.33 feet; thence Northwesterly 124.53 feet to a point 503 feet East of the West line and 470 feet South of the North line of said Quarter Quarter Section; thence North parallel to the West line of said Quarter Quarter Section, 420 feet to the South line of the North 50 feet thereof; thence East 156 feet to the place of beginning, all in Cook County, Illinois

PARCEL 2: That part of the East 640.0 feet of the West 1159.0 feet of the South 712.50 feet of the North 762.50 feet of the South West Quarter of the North East Quarter of Section 21, Township 38 North, Range 13 East of the Third Principal Meridian, lying East of the following described line: Beginning at a point in the South line of the North 50 feet of the said Quarter Quarter Section 659.0 feet East of the West line thereof; thence South 00 degrees 00 minutes 00 seconds West parallel with the West line thereof 292.46 feet to a point of curve; thence Southwesterly along an arc of a circle convex Southeasterly and having a radius of 278.94 feet for a distance of 185.96 feet to a point of reverse curve (the chord of said arc having a bearing of South 23 degrees 57 minutes 10 seconds West); thence Southwesterly along an arc of a circle convex Northwesterly and having a radius of 296.94 feet for a distance of 131.38 feet to a point in the East line of the West 519.0 feet of said Quarter Quarter Section 621.83 feet South of the North line thereof (the chord of said arc having a bearing of

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7. Any notice or communication required or permitted hereunder shall be given in writing, sent by United States mail, postage prepaid, registered or certified mail, or by prepaid telegram (provided that such telegram is confirmed by mail in the manner previously described), addressed as follows:

To Mortgagee: American National Bank and
Trust Company of Chicago
One North LaSalle Street
Chicago, Illinois 60602
Attn: Mr. Michael Burg

with a copy to: Matthew K. Phillips, Esq.
Bell, Boyd & Lloyd
Three First National Plaza
Suite 3200
Chicago, Illinois 60602

To Tenant: Corrugated Supplies Corp.
5101 W. 65th Street
Bedford Park, Illinois 60638

or to such other address or in care of such other person as hereafter shall be designated in writing by the applicable party and shall be deemed to have been given as of the date of receipt.

8. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns, and any purchaser or purchasers at a foreclosure sale with respect to the Real Estate, and their respective heirs, personal representatives, successors and assigns.

WHEREAS, this Agreement is entered into as of the date above first written.

MORTGAGEE:

American National Bank and
Trust Company of Chicago

By: 

Its: Michael Burg

TENANT:

CORRUGATED SUPPLIES CORP.

By: 

Its: PRESIDENT

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EXHIBIT A (CONT'D)

South 30 degrees 22 minutes 34 seconds West); thence South 00 degrees 00 minutes 00 seconds East along the East line of the West 519.0 feet for a distance of 140.69 feet to the South line of the North 762.50 feet aforesaid (except therefrom that part lying South of the following described lines: beginning at a point in the East line of the West 1159.0 feet aforesaid 469.92 feet South of the North line thereof; thence North 89 degrees 59 minutes 39 seconds West along the South face of a high one story brick building 440.81 feet; thence South 00 degrees 00 minutes 21 seconds West 94.78 feet to an arc of a circle convex Northwesterly and having a radius of 270.53 feet; thence Southwesterly along said arc 76.57 feet (the chord of said arc having a bearing of South 60 degrees 53 minutes 15 seconds West); thence southerly along an arc of a circle convex Northwesterly and having a radius of 315.05 feet for a distance of 205.33 feet to a point in the South line of the North 762.50 feet aforesaid 9.96 feet East of the East line of the West 519.0 feet aforesaid and also except that part lying East of the following described lines: Commencing at a point in the East line of the West 1159.0 feet aforesaid, 469.92 feet South of the North line thereof; thence North 89 degrees 59 minutes 39 seconds West along the South face of a high one story brick building 424.05 feet to the point of beginning, being on the East face of a brick wall; thence North 00 degrees 16 minutes 25 seconds West along said East face 34.94 feet to the South face of a brick wall; thence North 89 degrees 59 minutes 05 seconds East along said South face 4.22 feet to the center line of a brick wall; thence North 00 degrees 09 minutes 03 seconds West along said center line 147.40 feet; thence South 89 degrees 54 minutes 43 seconds East along said center line 60.35 feet to the East face of a brick wall; thence North 00 degrees 17 minutes 47 seconds West along said East face 35.77 feet to the center line of a brick wall; thence North 89 degrees 54 minutes 43 seconds West along said center line 60.32 feet; thence North 00 degrees 05 minutes 17 seconds East along said center line and its Northerly extension 202.09 feet to a point in the South line of the North 50.0 feet of said Quarter Quarter Section 420.23 feet West of the East line of the West 1159.0 feet of said Southwest Quarter of the Northeast quarter), all in Cook County, Illinois

19-21-212-011

19-21-212-075