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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 1st day of March, 1993, by and among Iron Mountain Records Management, Inc., a Delaware 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. 108897-00 ("Landlord"), and NBD Bank, an Illinois banking corporation, assignee of NBD Skokie Bank, N.A., a national banking association ("Lender").

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DEPT. OF RECORDINGS 141.00
TR/994 T/MN 7638 04/12/93 12.05.00
REC'D # 44-473-114 & 1534
COOK COUNTY RECORDER

Details

1.1 Tenant is the tenant under the terms of a certain lease, dated January 22, 1991, between Landlord and Iron Mountain/Pacific Records Management, Inc., Tenant's predecessor by merger, pertaining to and covering a portion of that certain real estate legally described on Exhibit "A" attached hereto and the buildings and improvements located thereon (the "Property").

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1.2 Lender made a loan (the "Loan") to Landlord and Spectrum-Menard Limited Partnership, an Illinois limited partnership ("Beneficiary"; Landlord and Beneficiary collectively herein, "Borrower"), which Loan is evidenced, in part, by that certain Junior Mortgage and Security Agreement, dated as of January 30, 1990, recorded with the Cook County Recorder as Document No. 90050095, as amended by that certain First Modification Agreement, dated as of January 30, 1991, and that certain Second Modification Agreement, dated as of September 30, 1991 (the "Mortgage"), which Mortgage, together with any and all other documents evidencing or securing the debt secured by the Mortgage, including a Junior Assignment of Leases and Rents (the "Assignment"), and any and all amendments, modifications, extensions, replacements or renewals of the Mortgage, the Assignment or any of such other documents, are collectively referred to herein as the "Loan Documents."

1.3 Lender, Borrower and certain other parties are entering into a Forbearance Agreement, pursuant to which Lender has agreed, subject to the terms and conditions set forth therein, to extend the time for Borrower to repay the Loan and to refrain from exercising certain remedies available to Lender during such

RETURN TO:
BOX 15
N24-21656-14 N.H.L.

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time. For purposes of this document, the Forbearance Agreement shall be considered a Loan Document.

1.4 As a condition to entering into the Forbearance Agreement, Lender has required that Tenant execute this Agreement.

II

Warranties, Covenants and Agreements

2.1 Tenant hereby agrees that the lease, all extensions, modifications, replacements and renewals thereof (collectively, the "Lease"), and all of Tenant's rights and interests thereunder, shall be, are hereby made, and shall remain completely subject and subordinate to the Loan Documents, to the same extent as if the Loan Documents 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 Documents, 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 Documents, and, upon the giving of such notice to Tenant, the Lease shall be deemed to be prior and superior to such Loan Documents and the interest thereby created and evidenced.

2.4 The Lease shall not, after the date hereof, be modified, in any material or economic respect, 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. Lender shall not be liable for: (a) any claims for damages or setoffs arising out of Landlord's interest in the Property; (b) the return of any security deposit, unless it has specifically been received by Landlord; or (c) any act committed by Landlord or any breach or failure to perform by Landlord; nor shall Lender 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 Documents, 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.

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 Successor Landlord or Lender, shall ever be personally liable for any such judgment. So long as, and provided that, Tenant shall pay, when due, any and all such rent and impositions required under the Lease and otherwise timely perform each and every other tenant obligation as set forth in the Lease, Tenant shall not be joined as an adverse party defendant in any action or proceeding that may be instituted or commenced by Lender to foreclose or enforce the Mortgage, and 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. Notwithstanding the nondisturbance arrangement described in the immediately preceding sentence (the "Nondisturbance Arrangement"), however, Tenant acknowledges and agrees that Lender's obligations under the Nondisturbance Arrangement are also subject to, and conditioned upon, Tenant's timely satisfaction of the following:

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(1) Within seventy-five (75) days after the expiration of Tenant's fiscal year, Tenant shall deliver to Lender a true and complete copy of Tenant's fully audited financial statement (the "Statement"), and Tenant shall cause the independent public accounting firm that prepares the Statement to certify the accuracy and completeness of that Statement to Lender (the "Certification"). In the event, however, that Tenant fails to timely deliver the Certification, Lender may (but shall not be obligated to) notify Tenant of that failure, whereupon such failure shall not constitute a breach of this provision unless Tenant fails to deliver the Certification within thirty (30) days after it receives such notice from Lender (or, if Lender elects not to deliver such a notice, Tenant's failure to timely deliver the Certification shall not constitute a default under this Section 2.7); and

(2) Tenant shall timely comply with all of the terms and conditions of any indebtedness for which Tenant is liable (whether secured or unsecured and whether senior or subordinated), and such compliance shall be evidenced by the lack of any adverse footnotes or other comments in each Statement describing any existing or potential failure, by Tenant, to comply, on a timely basis, with all of its financial obligations.

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 in writing and (a) hand delivered, or (b) sent by registered or certified U.S. mail, postage prepaid, return receipt requested, or (c) sent by overnight courier, and addressed to the intended recipient at the following addresses:

Lender:

NBD Bank
One NBD Plaza
Mt. Prospect, Illinois 60056
Attention: Mr. Walter J. [unclear]
First Vice President

Tenant:

**Iron Mountain Records Management,
Inc.**
748 Atlantic Avenue
10th Floor
Boston, Massachusetts 02111
Attention: T. Anthony Ryan

Landlord:

**American National Bank and Trust
Company of Chicago, as Trustee
under Trust No. 104897-00**
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Land Trust Department

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and

Spectrum-Menard Limited Partnership
5000 N. Roosevelt Road
Chicago, Illinois 60650
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:

IRON MOUNTAIN RECORDS MANAGEMENT, INC.,
a Delaware corporation

By T. Anthony [Signature]
Its President

LANDLORD:

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

By [Signature]
Its Trust Officer

LENDER:

IND BANK, an Illinois banking
corporation

By [Signature]
Its First Vice Pres

~~THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO~~

Suzanne Bassette-Smith
Shefsky & Froelich Ltd.
444 North Michigan Avenue
Suite 2300
Chicago, Illinois 60611

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ACKNOWLEDGMENT

STATE OF ^{Marquette} MICHIGAN }
COUNTY OF ^{Saginaw} Saginaw } SS

I, Samuel B. Watkins, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT J. Anthony Ryan, the Vice President of Iron Mountain Records Management, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 5th day of March, 1993.

Samuel B. Watkins
Notary Public

My Commission Expires:
June 15, 1995

CLERK'S Office

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ACKNOWLEDGMENT

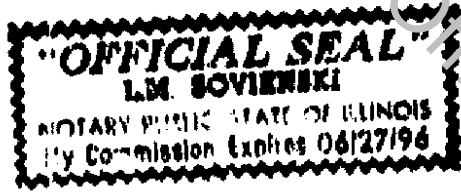
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, L. M. SOVIENSKI, a Notary Public in and for and residing in Cook County and State, DO HEREBY CERTIFY THAT Anita M. Luthin and _____, the _____ and _____, respectively, of American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust No. 108597-00, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 08 day of March, 1993.

L. M. Soviencki
Notary Public

My Commission Expires:



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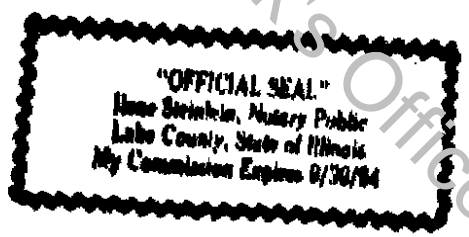
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Stan Stricklin, Notary Public in and for and residing in LaSalle County and State, DO HEREBY CERTIFY THAT Walter J. Ruzicki the 1st V.P. of NBD Bank, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his 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 24th day of April, 1993.

Stan Stricklin
Notary Public

My Commission Expires:
9/30/94



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EXHIBIT A

LEGAL DESCRIPTION

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 within 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 a 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, 1917 as Document No. 87-453,540 over a 4 foot wide strip of land lying Easterly of and adjacent to Parcels 1 and 2 and lying North of the South line of Parcel 2 extended East of the East line of said 4 foot wide strip of land.

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

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and

Lots 1 and 2 in Block 8 in William F. Higgins Park Addition, being a subdivision of the West 1/2 of the South East 1/4 of Section 17, Township 39 North, Range 1, Third Principal Meridian, lying South of the South line of the right of way of the Ohio Chicago Terminal Railroad, in Cook County, Illinois.

P.I.N. # 16-17-408-013 and
16-17-408-014

Street Address: Southwest corner of Arthington and Menard, Chicago, Illinois

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