

Principal Mutual Life Insurance Company
c/o The Principal Financial Group
Des Moines, Iowa 50392-1360

COOK COUNTY, ILLINOIS
FILED FOR RECORD
30 MAY 16 AM 10:20

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Recording Requested by,
and When Recorded, Mail to:
d prepared by
Principal Mutual Life Insurance Company
c/o The Principal Financial Group
Des Moines, Iowa 50392-1360
Attn: Jamie L. Harney
Commercial Real Estate Closing

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
D-750260

THIS AGREEMENT, made and entered into as of the 26TH day of April, 1994, by and between PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, an Iowa corporation, and PRINCIPAL NATIONAL LIFE INSURANCE COMPANY, an Iowa corporation, with their principal office at c/o The Principal Financial Group, Des Moines, Iowa 50392-0001 (hereinafter collectively called "Lender"), COLE TAYLOR BANK, AS SUCCESSOR TRUSTEE TO HARRIS TRUST & SAVINGS BANK UNDER TRUST NO. 39992, DATED OCTOBER 1, 1979, with its principal office at c/o Prospect Industrial Limited Partnership, 230 West Superior Street, Suite 350, Chicago, Illinois 60610 (hereinafter called "Lessor") and DPI ACQUISITION CORP., having its principal office at 2010 South Carboy Road, Mt. Prospect, Illinois 60056 (hereinafter called "Lessee");

WITNESSETH:

WHEREAS, Lessee has heretofore under date of April 1, 1992, by a written lease (hereinafter called the "Lease") leased from Lessor part of certain real estate and improvements thereon located in the City of Mount Prospect, more particularly described in Exhibit A attached hereto and hereby made a part hereof (the "Demised Premises"); and

WHEREAS, Lessor contemporaneously herewith is encumbering the Demised Premises as security for a loan from Lender to Lessor in the form of a Mortgage and Security Agreement (hereinafter called the "Mortgage"); and

WHEREAS, Lessee, Lessor and Lender have agreed to the following as respects their mutual rights and obligations pursuant to the Lease and the Mortgage;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

(1) Lessee's interest in the lease and all rights of Lessee thereunder shall be and hereby are declared subject and subordinate to the Mortgage upon the Demised Premises. The term "Mortgage" as used herein shall also include any amendment, supplement, modification, renewal or replacement thereof.

(2) In the event of any foreclosure of the Mortgage or conveyance in lieu of foreclosure, and provided that the Lease, immediately prior to such foreclosure of the Mortgage or conveyance in lieu of foreclosure, shall have been in full force and effect and Lessee shall not then be in default thereunder beyond any grace period therein provided for curing the same, then in any of such events, Lessee shall not be made a party in any action or proceeding to remove or evict Lessee or to disturb its possession, nor shall the leasehold

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estate of Lessee created by the Lease be affected in any way, and the Lease shall continue in full force and effect as a direct lease between Lessee and Lender.

(3) After the receipt by Lessee of notice from Lender of any foreclosure of the Mortgage or any conveyance of the Demised Premises in lieu of foreclosure, Lessee will thereafter attorn to and recognize Lender as its substitute Lessor, and having thus attorned, Lessee's possession shall not thereafter be disturbed providing, and as long as, it shall continue to pay annual rental under the Lease, and otherwise observes or performs the covenants, terms and conditions of the Lease to be observed and performed by Lessee thereunder. Any such attornment and recognition of a substitute Lessor shall be upon all of the terms, covenants, conditions and agreements as are then set forth in the Lease except as otherwise stated herein.

(4) Lessee shall not prepay any of the rents or income from the Demised Premises for more than one month except with the written consent of Lender.

(5) In no event shall Lender be liable for any prior act or omission of the Lessor, nor shall Lender be subject to any offsets or deficiencies which Lessee may be entitled to assert against the Lessor as a result of any act or omissions of Lessor occurring prior to Lender's obtaining possession of the Demised Premises.

(6) No conveyance by Lessor of its interest in the Demised Premises shall insofar as Lender, its successors and assigns are concerned, cause the fee simple ownership of the Demised Premises and the Lessee's leasehold estate created by the Lease to merge, but said estate shall remain separate and distinct notwithstanding the union of such estates in Lender, Lessee or any third party by reason of purchase or otherwise.

(7) Lender has received an assignment of the Lease and the Lease may not be amended or altered and Lessee may not be released therefrom or from any of its obligations except with the written consent of Lender.

(8) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including without limitation, any purchaser at any foreclosure sale.

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IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, an Iowa corporation, Lender

By Pat W. Haller
Name:
Title: PAT G. HALTER
ASSISTANT DIRECTOR
COMMERCIAL REAL ESTATE



By Steven Graves
Name:
Title: Steven Graves
Director
Commercial Real Estate

PRINCIPAL NATIONAL LIFE INSURANCE COMPANY, an Iowa corporation, Lender

By Pat W. Haller
Name:
Title: PAT G. HALTER
ASSISTANT DIRECTOR
COMMERCIAL REAL ESTATE



By Steven Graves
Name:
Title: Steven Graves
Director
Commercial Real Estate

This agreement is signed by COLE TAYLOR BANK not individually but solely as Trustee under a certain Trust Agreement bearing Trust No. 39992, dated October 1, 1979, between COLE TAYLOR BANK and HARRIS TRUST & SAVINGS BANK UNDER TRUST NO. 39992, DATED OCTOBER 1, 1979, the terms, conditions and contents of which are hereby expressly waived by the parties herein and their respective successors and assigns.

COLE TAYLOR BANK, AS SUCCESSOR TRUSTEE TO HARRIS TRUST & SAVINGS BANK UNDER TRUST NO. 39992, DATED OCTOBER 1, 1979, Lessor

By Kenneth E. ...
Name:
Title: ... PRESIDENT

By Martin S. Edynski
Name: MARTIN S. EDYNSKI
Title: TRUST OFFICER

DPI ACQUISITION CORP., Lessee

By Steven Tierney
Name: STEVEN TIERNEY
Title: PRESIDENT

By _____
Name:
Title:

"OFFICIAL SEAL"
Donna Domusik
Notary Public, State of Illinois
Cook County
My Commission Expires Dec. 9, 1988

Donna Domusik

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STATE OF IOWA)
)
COUNTY OF POLK)

On this 18th day of April, 1994, before me, a Notary Public in and for said County, personally appeared Pat G. Halter and Steven Graves to me personally known to be the identical persons whose names are subscribed to the instrument, who being each by me duly sworn did say that they are the Assistant Director and Director, respectively, of PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, an Iowa corporation, and that the seal affixed to the said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the aforesaid officers each acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by each of them voluntarily executed.

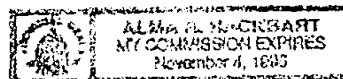
Alma R. Hackbart
Notary Public in and for Polk County Iowa



STATE OF IOWA)
)
COUNTY OF POLK)

On this 18th day of April, 1994, before me, a Notary Public in and for said County, personally appeared Pat G. Halter and Steven Graves, to me known to be the persons who executed within instrument, as the Assistant Director and Director, respectively, of PRINCIPAL NATIONAL LIFE INSURANCE COMPANY, an Iowa corporation, and they being duly sworn did state that the seal affixed to the said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the aforesaid officers each acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by and of each of them voluntarily executed.

Alma R. Hackbart
Notary Public in and for Polk County Iowa



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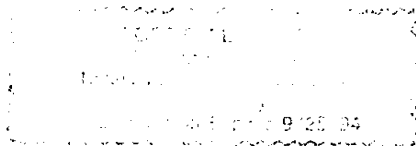
STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that _____ Assistant Vice President of Cole Taylor Bank and _____ Assistant Secretary/Trust Officer of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary/Trust Officer respectively, 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary/Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of April, 1971.

Marilyn Castell
Notary Public



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EXHIBIT A (legal description)

Lot Two in DENNES RESUBDIVISION of all of Lots 11, 12 and 16 and part of Lot 13 in Elmhurst Algonquin Industrial Park, Unit 2, being a subdivision in the Southeast 1/4 of Section 23, Township 41 North, Range 11 East of the 3rd Principal Meridian, according to the plat thereof recorded October 18, 1979 as Document No. 25198789 in Cook County, Illinois.

08 23 401040
1970 Cobby Rd
Mt Prospect, Ill.

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