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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of this 30th day of June, 1994 by and between Sayre-Heidner, Inc., a _____ ("Tenant"), and COMMERCIAL NATIONAL BANK OF CHICAGO, a national banking association ("Lender").

RECITALS:

WHEREAS, Tenant has entered into that certain lease dated 8/19/93, and amended by amendment(s) dated 5/12/93 (collectively, the "Lease"), pursuant to which Tenant has leased certain premises (the "Leased Premises") comprising all or part of, and located on, the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); and

WHEREAS, Midwest Bank & Trust Company, as Trustee under Trust Agreement dated February 14, 1985 and known as Trust No. 85-02-461-9 ("Landlord"), as owner of the Leased Premises, has executed and delivered to Lender a Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement (the "Mortgage"), encumbering the Real Estate to secure certain indebtedness to the Lender described herein (the "Loan"); and

WHEREAS, Lender, as a condition to making the Loan, has required the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements herein contained and to induce Lender to make the Loan and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant hereby agrees not to amend or modify the Lease without the prior written consent of Lender.

2. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity which Tenant may have as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereunder referred to as a "Landlord's Default"), Tenant shall provide Lender with a notice of Landlord's Default (the "Tenant's Notice"), which notice may be

Prepared by and after
recording to be returned to:
Jeanne Doyle Kelly
Rolleb & Coff
55 E. Monroe St., Suite 4100
Chicago, Illinois 60603

Property Address:
8330-68 W. Grand Ave.
River Grove, IL 60171

Permanent Index No.:
12-26-401-025-0000

12-26-401-024-0000
12-26-401-026-0000

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sent concurrently with any similar notice to Landlord, specifying the nature thereof and the remedy which Tenant will elect under the terms of the Lease or otherwise. Lender shall have thirty (30) days from the date of Tenant's Notice, or such greater time period as available to Landlord under the Lease, within which to commence to cure Landlord's Default and diligently proceed to complete such cure at all times thereafter. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Lender fails to commence within the time period set forth above or thereafter fails to diligently pursue a cure of any Landlord's Default.

3. The Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions for or of the Mortgage, to the full extent of the principal sum together with interest and all other amounts secured thereby.

4. So long as Tenant is not in default under the terms of the Lease, in the event that Lender elects to foreclose the Mortgage, Lender will recognize Tenant's rights under the Lease and will not join Tenant as a party defendant in any foreclosure proceedings except to the extent required in order to foreclose the lien of the Mortgage. In the event that Tenant has amended the Lease without the prior written consent of Lender, Lender will not be bound by any such amendment.

5. Tenant acknowledges that pursuant to the Mortgage Landlord has assigned the Lease and the rents due and collected in connection therewith to Lender, waives notice of acceptance thereof by Lender and agrees to be bound by the terms and provisions thereof, to make no payments contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions.

6. In the event that Lender shall succeed to the interest of Landlord under the Lease, Lender, its successors and assigns agree to be bound to Tenant under all of the covenants, provisions and conditions of the Lease, (and to the extent that Lender has approved all amendments or modifications thereof, in writing, under all of the covenants, provisions and conditions of the Lease as so amended), and Tenant agrees, from and after such event, to attorn to Lender, any purchaser at any foreclosure sale of the Real Estate, or both, all rights of Lender, as successor to Landlord, all obligations of Tenant under the Lease to continue as though the interest of Landlord has not terminated or such foreclosure proceedings had not been brought, and Tenant shall have the same rights as contained in the Lease (or to the extent that Lender has approved of all amendments or modifications thereof, in writing, as contained in the Lease as so amended); provided, however, that Lender shall not be:

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

(b) subject to any offsets which Tenant might have against any prior landlord (including 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 Landlord);

(d) bound by any amendment or modification of the Lease made without its consent subsequent to the date hereof; or

(e) liable for any security deposits which the Tenant might have paid to any prior landlord (including Landlord) unless and until Lender has collected or received any such security deposits.

7. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given either when personally delivered and receipted for or two (2) business days subsequent to when mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Tenant:

Sayre-Heidner, Inc.
8358 W. Grand Avenue
River Grove, IL 60171

To Lender:

Commercial National Bank
4800 North Western Avenue
Chicago, Illinois 60625-1986
Attn: President

Either party may at any time and from time to time (by providing notice to the other party in the manner set forth above) designate a different address or person, or both, to whom such notices may be sent.

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Lender, who are entitled to rely upon the foregoing statements.

9. This Agreement has been delivered in and shall be governed by the laws of the State of Illinois.

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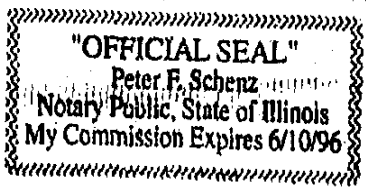
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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Peter F Schenz, a Notary Public in and for said County in the State aforesaid, do hereby certify that DAVID HELDNER, the tenant of 8358 W GRAND ST CHICAGO IL 60631 personally known to me to be the same person whose name is subscribed to the foregoing instrument as such tenant, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Tenant Estoppel Cert. for the uses and purposes set forth therein.

Given under my hand and notarial seal on July 6th, 1994.

[Signature]
Notary Public



8358 W GRAND ST CHICAGO IL 60631

Property of Cook County Clerk's Office

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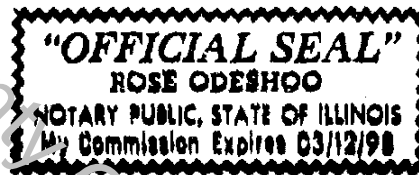
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned , a Notary Public in and for said County in the State aforesaid, do hereby certify that David A. Turf, the Commercial Loan Officer of Commercial National Bank of Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 27th day of July, 1994.



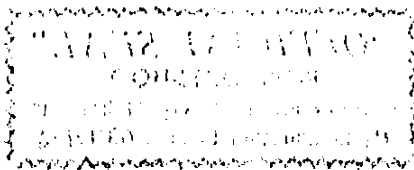
Notary Public



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EXHIBIT A

LOTS 1, 2 AND 3 IN RIVER GROVE GRAND SUBDIVISION, BEING A RE-SUBDIVISION OF PART OF VOLK BROTHERS SECOND ADDITION TO CHICAGO HOME GARDENS IN THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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