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COOK COUNTY, ILLINOIS
FILED

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

94153573

THIS AGREEMENT, made as of January 28, 1994, between Fluid Management Limited Partnership, an Illinois limited partnership ("Tenant"), Banc One, Chicago, NA ("Mortgagee"), and Bethesda Investors Limited Partnership, an Illinois limited partnership ("Landlord").

Recitals

- A. The Tenant has entered into a certain Amended and Restated Lease ("Lease") dated Feb. 1, 1994 with Landlord for approximately 41,000 square feet of the premises ("Premises") located at 549 South Wheeling Road, Wheeling, Illinois, and as legally described on Exhibit "A" attached hereto and made part hereof, and more particularly described in said Lease; and
- B. The Mortgagee is the holder of a mortgage covering the Premises dated January 28, 1994 and recorded on February 17, 1994 as Document No. 94153573 in the Office of the Recorder of Deeds, Cook County, Illinois ("Mortgage"); and
- C. Each party hereto has requested the other party to enter into this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Tenant in and to said Premises are and shall be subject and subordinate to the Mortgage and to all the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof; and

Document prepared by and to be returned to:

Brian K. Doyle
Banc One Illinois Corporation
208 South LaSalle Street, Suite 10
Chicago, IL 60604

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Handwritten initials/signature

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2. Mortgagee consents to the Lease and, in the event of foreclosure of said Mortgage, or in the event Mortgagee comes into possession or acquires title to the Premises as a result of the enforcement of foreclosure of the Mortgage or mortgage note, or as a result of any other means, Mortgagee agrees that (a) none of Tenant's rights under the Lease shall be affected or diminished in any way; and (b) Tenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle the Landlord to terminate the Lease, under its terms or would cause, without any further action by such Landlord, the termination of the Lease or would entitle such Landlord to dispossess the Tenant from the Premises, provided, however, that no default under the Lease exists beyond any applicable notice and/or cure period expressly provided in the Lease. Further, Mortgagee agrees that the Tenant shall have the right to remain in quiet and peaceful possession of the Premises throughout the full term of the Lease subject, however, to the terms and provisions of the Lease and this agreement, provided that at the time of the commencement of action to recover possession in any such foreclosure proceedings, the following conditions shall have been complied with:
- (i) No uncured event of default by Tenant as provided for in the Lease shall exist;
 - (ii) The rent remaining to accrue shall not have been decreased, the term of the Lease shall not have been extended except in accordance with the options contained therein; and
 - (iii) Tenant shall have furnished to the Mortgagee a sworn statement in writing as to the status of the Lease in respect to the above conditions (i) and (ii) within twenty (20) days after the Mortgagee shall have made written demand for the same in the manner provided for giving notices in the Lease.
3. Tenant agrees with Mortgagee and Landlord that if the interests of Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it or by any other manner, or in the event of a foreclosure sale of the Premises under any future lien against Landlord's estate in the Premises, or in the event that Landlord conveys its estate in the Premises, or in the event that Landlord's estate in the Premises passes to any other person, firm or corporation by operation of law or any other means, then in any of said events, Tenant shall be bound to Mortgagee or such purchaser, grantee or other successor to Landlord's estate under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Mortgagee or such purchaser, grantee or other successor were the Landlord under the Lease, and Tenant does hereby agree to attorn to Mortgagee, purchaser, grantee or other successor within twenty (20) days after Mortgagee, purchaser, grantee or other successor receives title to the Premises, to execute an instrument in confirmation of the foregoing

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- provisions, satisfactory to Mortgagee, purchaser, grantee or other successor in which Tenant shall acknowledge such attornment.
4. Tenant agrees with Mortgagee that if Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall not be (a) liable for any act or omission of any prior landlord under the Lease, (b) subject to any offsets or defenses which Tenant might have against any prior landlord, (c) bound by any rent or additional rents which Tenant might have paid for more than the current month to any prior landlord; (d) bound by any security deposit which Tenant may have paid to any prior landlord, unless such deposit is in an escrow fund available to Mortgagee or (e) bound by any amendment or modification of the Lease made without Mortgagee's consent. Tenant further agrees with Mortgagee that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Mortgagee's consent.
 5. In the event that the Landlord shall default in the performance or observance of any of the terms, conditions or agreement in the Lease, Tenant shall give written notice thereof to Mortgagee and the Mortgagee shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rental thereunder for a period of ten days after receipt of such written notice thereof by the Mortgagee with respect to any such default capable of being cured by the payment of money and for a period of thirty (30) days after receipt of such written notice thereof by the Mortgagee with respect to any other such default (provided, that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such 30-day period, if the Mortgagee shall proceed promptly to cure the same and thereafter shall prosecute the curing of such default with diligence, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of same with diligence).
 6. Landlord agrees with Mortgagee that Landlord's estate in the Premises shall not be further conveyed or encumbered without the written consent of the Mortgagee so long as the Lease is in effect, nor shall Landlord further assign Landlord's interest in the Lease, unless the grantee or assignee shall acknowledge in writing to the Mortgagee that the conveyance or assignment is accepted subject to the Lease. Landlord further agrees that said estate in the Premises or said interest in the Lease passes to any other person, firm or corporation, by operation of law or any other means, such passage of title shall be subject to the Lease.
 7. Mortgagee acknowledges that in accordance with the provisions of the Lease that the proceeds of all insurance policies provided by Tenant pursuant to the Lease covering the Premises, or any part thereof, are to be paid and/or made available to the Tenant for repair, replacement and rebuilding as provided therein.

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8. Mortgagee agrees that it shall not joint Tenant as a party to any foreclosure action or proceedings (except to the extent necessary by state law for Mortgagee to accomplish the foreclosure and then so as not to interfere with or diminish Tenant's rights under said Lease).
9. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein, the term "Tenant" shall include the Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment), in lieu of foreclosure, and the word "Mortgagee" shall include the Mortgagee herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the Mortgage.
10. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

LANDLORD:

Bethesda Investors Limited Partnership, an Illinois limited partnership

By: Fluid Management, Inc., its
Managing General Partner

By: Thomas Ray
Its: VP

TENANT:

Fluid Management Limited Partnership,
an Illinois limited partnership

By: Fluid Management, Inc., its
Managing General Partner

By: Thomas Ray
Its: V.P.

MORTGAGEE:

Bank One, Chicago, NA

By: Raul Esteban

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EXHIBIT "A"

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN
HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10,
TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE
WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR
OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER
LR.1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS
DOCUMENT NUMBER LR.1713401 IN COOK COUNTY, ILLINOIS

ADDRESS: 611 Whelan Rd
Whelan, Ill

REV: 03-11-300-004,005

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