

SUBORDINATION, ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT

Reference is made to that certain Lease (the "Lease") dated March 21, 1994 between FHI REALTY PARTNERS, an Illinois partnership, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO LAND TRUST NO. 108438-03 created under Trust Agreement dated May 25, 1989 (collectively "Landlord") and THE FORM HOUSE, INC., a Washington corporation ("Tenant"), pertaining to the premises legally described in Exhibit "A" attached hereto and all improvements thereon located at 7200 South Leamington Avenue, Bedford Park, Illinois (the "Premises").

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Mortgagee") holds a first mortgage executed by Landlord encumbering the Premises (the "Mortgage"), which was granted to secure a certain loan made to Landlord and notwithstanding anything in the Lease to the contrary, Mortgagee and Tenant hereby agree:

1. The Lease and the rights of Tenant thereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of the Mortgage and to all advances made or hereafter to be made upon the security thereof. Tenant agrees to execute and deliver such further instruments, in form and content reasonably satisfactory to Mortgagee, subordinating the Lease to the lien of the Mortgage as may be requested in writing by Mortgagee from time to time. Tenant acknowledges that its title is and always shall be subordinate to the interest of Landlord and Mortgagee in the Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the Landlord or Mortgagee in the Premises. Notwithstanding anything to the contrary herein contained, Mortgagee may, by written notice to Tenant, subordinate its Mortgage to the Lease.

2. Upon the foreclosure of the Mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall, if requested by Mortgagee, attorn to and recognize Mortgagee or the purchaser of the Premises at any foreclosure sale or the grantee of a deed in lieu of foreclosure with respect to the Premises (such purchaser or grantee hereinafter referred to as a "Foreclosure Purchaser") as Tenant's Landlord under the Lease.

DEPT-01 RECORDING \$43.00
747777 TRAN 7788 03/23/94 11:10:00
#3172 # DW *-94-263185
COOK COUNTY RECORDER

94263185

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

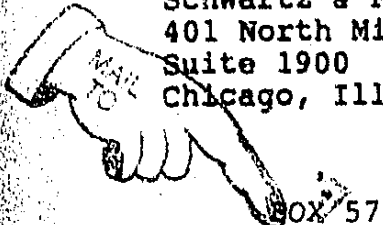
John T. Duax, Esq.
Schwartz & Freeman
401 North Michigan Avenue
Suite 1900
Chicago, Illinois 60611

STREET ADDRESS:

7200 South Leamington Avenue
Bedford Park, Illinois

PERMANENT PROPERTY TAX NUMBERS:

19-28-101-030
19-28-200-032



Handwritten notes: 4300, F.S.

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3. Neither Mortgagee, its successors or assigns, nor any Foreclosure Purchaser or its successors and assigns shall in any way or to any extent be obligated or liable to Tenant (i) for any act, or default on the part of the original or any prior landlord under the Lease, or (ii) for any security deposit or any other sums deposited with the original or any prior landlord under the Lease, and not physically delivered to Mortgagee, its successors or assigns, (iii) for any prepayment of rent for more than the current month, (iv) under any provision in the Lease relating to a duty, obligation or breach of any warranty of the Landlord first accruing prior to the foreclosure or transaction in lieu of foreclosure, (v) under any provision of the Lease relating to any obligation of Landlord to indemnify and hold harmless Tenant including but not limited to any claims relating to hazardous and toxic material contained in Article 20 of the Lease, (vi) to honor the right of first refusal contained in Article 21 of the Lease in connection with any foreclosure sale or deed in lieu of foreclosure and said provision Tenant expressly agrees shall be considered null and void and not enforceable as to Mortgagee, its successors or assigns or any Foreclosure Purchaser or its successors and assigns in connection with any foreclosure sale or deed in lieu of foreclosure; and Tenant shall have no right to set up or assert any of the foregoing or any damages arising therefrom as an offset (except as hereafter provided), defense claim or counterclaim against Mortgagee, its successors or assigns or any Foreclosure Purchaser or its successors and assigns.

4. Tenant's right to possession of the Premises shall not be disturbed (and the rent and all other provisions of the Lease relating to Tenant's right to possession of the Premises shall be honored without any changes or modification whatsoever except as described herein) by Mortgagee, its successors or assigns, provided Tenant is not in default under the Lease and shall continue to observe and perform its obligations under the Lease relating to the payment of rents and other expenses for the Premises and shall pay rent and other expenses as provided in the Lease to whomever may be lawfully entitled to the same from time to time without any offset (except to the extent Tenant advances funds for repairs to the Premises in accordance with Section 8.1 of the Lease then as to Mortgagee or any Foreclosure Purchaser Tenant, provided Tenant has given written notice of any such advance to Mortgagee or Foreclosure Purchaser, shall be entitled, to an offset against rent but only to the extent, for each separate breach of Landlord's obligations under Section 8.1, of (i) the lesser of the amount actually expended in connection with said breach or three (3) months monthly rent less (ii) any net amount recovered by Tenant from Landlord as a result of Tenants having to have expended said funds for the repair of the Premises as a result of Landlord's breach) or other defense.

5. In connection with the option to purchase contained in Article 25 of the Lease notwithstanding anything to the contrary

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contained therein, if Mortgagee, its successors or assigns or any Foreclosure Purchaser acquires title to the Premises:

(a) Tenant shall be entitled to exercise said option to purchase and must close the sale ("Option Sale") of the Premises pursuant to the terms thereof within one year from the date of the transfer of title to the Premises to Mortgagee or any Foreclosure Purchaser; and

(b) In connection with the Option Sale the Purchase Price shall be the higher of (i) the Fair Market Value as determined under the Lease or (ii) the principal balance of the note secured by the Mortgage, all accrued and unpaid interest thereon, all reasonable costs and attorney fees incurred by Mortgagee in connection with any foreclosure sale or other transfer of the Premises and all monies expended by Mortgagee to preserve the lien of the Mortgage or the condition of the Premises; and

(c) There shall be no deduction from the Option Price for any amounts due and owing from Landlord under the Lease to Tenant.

In the event the option to purchase is not exercised and the Option Sale closed within the one year period described above, the option to purchase under Article 25 of the Lease shall thereafter be considered null and void and no longer enforceable by Tenant.

6. Tenant agrees to give Mortgagee or any Foreclosure Purchaser, by registered or certified mail, notice of any default by Landlord under the Lease. Tenant further agrees that if Landlord shall have failed to cure such default within the time, if any, provided for in the Lease, Mortgagee or any Foreclosure Purchaser shall have an additional thirty (30) days after receipt of notice thereof to cure such default or if such default cannot be cured within that time, then Mortgagee or any Foreclosure Purchaser shall have such additional time, but not exceeding ninety (90) days as may be reasonably necessary to cure such default provided, if within such thirty (30) days and at all times thereafter, Mortgagee or any Foreclosure Purchaser has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure). Such period of time shall be extended by any period during which Mortgagee is prevented from commencing or pursuing such foreclosure proceedings by reason of Landlord's bankruptcy but not exceeding one hundred twenty (120) days from the date of said default. Until the time allowed as aforesaid for Mortgagee or any Foreclosure Purchaser to cure such defaults shall have expired without cure, Tenant shall have no right to, and shall not terminate the Lease on account of default by Landlord, however, Tenant during said time shall be entitled to exercise all other remedies available to it pursuant to the terms

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of the Lease. The Lease may not be modified or amended so as to reduce the rent or shorten the terms or so as to adversely affect in any other material respect the rights of the Landlord thereunder, nor shall the Lease be canceled or surrendered except in accordance with its terms, without the prior written consent of Mortgagee.

7. Tenant will in no event (i) assign its interest in the Lease, (ii) permit its interest under the Lease to be assigned by operation of law or otherwise, or (iii) subordinate or agree to subordinate the Lease to any other lien or encumbrance without then express prior written consent of the Mortgagee or its successors or assigns which consent shall not be unreasonably withheld.

8. This Agreement shall inure to the benefit of Mortgagee and its successors and assigns and to any successor or assign of Tenant consented to by Mortgagee; provided, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.

9. This Agreement shall not affect either the superior lien of the Mortgage or the superior right of Mortgagee to condemnation and insurance proceeds said right, notwithstanding any terms of the Lease to the contrary, being expressly acknowledged hereunder by Tenant, however, Mortgagee hereby agrees that so long as it holds the aforesaid Mortgage and provided Landlord complies with Paragraph 4.1(D)(i) through (iii) or 4.2(C)(a) through (d) of the Mortgage that it will make said insurance proceeds or condemnation proceeds available to repair or restore the Premises.

10. All notices hereunder shall be given in writing by United States registered or certified mail, postage prepaid at the addresses of the parties set forth below or to such other address as the parties may from time to time designate by such a written notice.

11. Tenant agrees that this Agreement satisfies any condition or requirement relating to the granting of a non-disturbance agreement.

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This Agreement may be executed in any number of counterparts, or in any number of counterpart signature pages, all of which together shall be deemed the original and constitute one and the same instrument.

Dated as of March 21, 1994.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, Mortgagee

By: _____

Its: _____

[Handwritten Signature]
[Handwritten Title]

ADDRESS:

33 North LaSalle
Chicago, Illinois 60690

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THE FORM HOUSE, INC., a
Washington corporation, Tenant

By: Scott Jones
Its: Vice President

ADDRESS:

7200 South Leamington Avenue
Bedford Park, Illinois

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AGREEMENT BY LANDLORD

Landlord, as the Mortgagor under the Mortgage, agrees for itself and for its successors and assigns that (i) the foregoing Subordination, Attornment and Non-Disturbance Agreement (the "Agreement") does not constitute a waiver or partial waiver by Mortgagee of any of its rights under the Mortgage and (ii) the Agreement does not in any way release the Mortgagor from its obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of the Mortgage, and that each of same remain in full force and effect and must be complied with by the Mortgagor thereunder and (iii) Mortgagor will not take any action contrary to or inconsistent with the provisions of the Agreement.

LANDLORD:

FHI REALTY PARTNERS, an Illinois partnership, as the sole beneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO LAND TRUST NO. 108438-03 created under Trust Agreement dated May 25, 1989

By: *Shayla Brest*
Its: General Partner

By: *Shayla Brest*
Its: General Partner

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not individually but as Trustee under Trust Number 108438-03

By: *[Signature]*
Title: Trustee

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EXHIBIT "A"

Legal Description of the Premises

THAT PART OF THE NORTH EAST 1/4 AND THE NORTH WEST 1/4 OF SECTION 28, 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 175 FEET OF SAID NORTH EAST 1/4, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE NORTH EAST 1/4, AND PASSING THROUGH SAID NORTH LINE 2286.59 FEET WEST OF THE NORTH EAST CORNER OF SAID SECTION; THENCE SOUTH ALONG SAID RIGHT ANGLE LINE, 824 FEET; THENCE WEST AT RIGHT ANGLES, 646 FEET; THENCE NORTH AT RIGHT ANGLES, 680.49 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH EAST, AND TANGENT WITH THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 209.47 FEET, A DISTANCE OF 158.10 FEET TO THE SOUTH LINE OF THE NORTH 175 FEET OF THE NORTH WEST 1/4 AFORESAID; THENCE EAST ALONG SAID LINE AND ALSO ALONG THE SOUTH LINE OF THE NORTH 175 FEET OF THE NORTH EAST 1/4 AFORESAID, 702.88 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE BELT RAILWAY COMPANY OF CHICAGO BY DEED RECORDED AUGUST 16, 1973 AS DOCUMENT NO. 22442473 AND FURTHER EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 175 FEET OF SAID NORTHWEST 1/4, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE NORTH WEST 1/4, AND PASSING THROUGH SAID NORTH LINE 2,989.47 FEET WEST OF THE NORTH EAST CORNER OF SAID SECTION; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH EAST, HAVING A RADIUS OF 209.47 FEET TO ITS POINT OF INTERSECTION WITH A WESTERLY CURVED LINE OF THE 25 FOOT STRIP OF LAND CONVEYED TO THE BELT RAILWAY COMPANY OF CHICAGO BY DEED RECORDED AUGUST 16, 1973 AS DOCUMENT 22442473; THENCE NORTHEASTERLY ALONG SAID CURVED LINE, CONVEX NORTHWESTERLY HAVING A RADIUS OF 240.01 FEET TO ITS POINT OF INTERSECTION WITH THE SAID SOUTH LINE OF THE NORTH 175 FEET OF THE NORTH WEST 1/4 OF SECTION 28; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

Street Address of Premises: 7200 South Leamington Avenue
Bedford Park, Illinois

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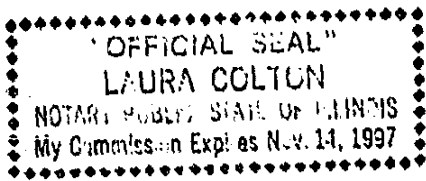
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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, LAURA COLTON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Gay Bevilacqua & Robert Volkert of FHI REALTY PARTNERS, an Illinois partnership, as the sole beneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO LAND TRUST NO. 108438-03 created under Trust Agreement dated May 25, 1989, and _____, of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such General Partners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument pursuant to authority, as their free and voluntary act and as the free and voluntary act and deed of said corporation, as agent aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of March, 1994.

Laura Colton
Notary Public



My Commission Expires:
Nov 14, 1997

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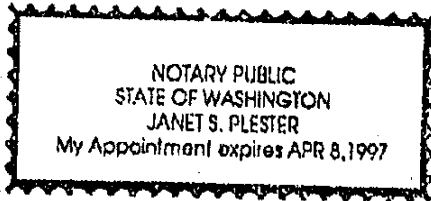
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STATE OF WASHINGTON)
) SS.
COUNTY OF SPOKANE)

I, Janet S. Plester, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Scott L. Davis, personally known to me to be the Vice President of THE FORM HOUSE, INC., a Washington corporation, and 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 the said instrument pursuant to authority, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of March, 1994.



Janet S. Plester
Janet S. Plester
Notary Public
Residing at Spokane County
My Commission Expires: 4/8/97

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