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Cross Reference Instrument
No. _____

AFTER RECORDATION,

PLEASE RETURN TO:

Carolyn H. Andretti, Esq.
Johnson, Smith, Pence,
Densborn, Wright & Heath
One Indiana Square,
Suite 1800
Indianapolis, Indiana 46204

. DEPT-01 RECORDING \$35.00
. T#0012 TRAN 5520 07/31/95 14:18:00
. #4058 # JM *-95-500708
. COOK COUNTY RECORDER

(NWS)

(CRI)

**FIRST AMENDED AND RESTATED
AGREEMENT OF SUBORDINATION,
ATTORNEY AND NON-DISTURBANCE**

THIS AGREEMENT is made the 31st day of July, 1995, among NBD BANK, N.A., a national banking association, as Agent (Term and Mortgage Loans) (in such capacity as Agent (Term and Mortgage Loans), the "Mortgagee") on behalf of NBD BANK, a Michigan banking association ("NBD-MI"), NBD BANK, N.A., a national banking association ("NBD-IN"), BANK ONE, INDIANAPOLIS, NATIONAL ASSOCIATION, a national banking association ("Bank One"), LaSALLE NATIONAL BANK, a national banking association ("LaSalle"), THE DAIWA BANK, LIMITED, a Japanese banking corporation ("Daiwa"), CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation ("Congress"), FIRSTAR BANK MILWAUKEE, N.A., an national banking association ("Firstar"), and BANK OF NEW YORK COMMERCIAL CORPORATION, a New York corporation ("BNY"), and their successors and assigns (NBD-MI, NBD-IN, Bank One, LaSalle, Daiwa, Congress, Firstar, BNY and their successors and assigns being sometimes referred to herein collectively as the "Lenders" and, individually as a "Lender"), and CONSOLIDATED RECTIFYING, INC., a Illinois corporation ("Tenant").

RECITALS:

A. Pursuant to a First Amended and Restated Credit Agreement of even date herewith among NWS, Inc., an Illinois corporation (the "Mortgagor"), the Lenders and the Mortgagee and NBD-MI, as Agent (Revolving Loans) (as the same may be modified, amended or restated from time to time, the "Credit Agreement"), have agreed to extend credit to the Mortgagor in a maximum aggregate principal amount of \$54,253,993.08 which will be secured by, among other things, a first mortgage (hereinafter called the "Mortgage") covering the premises (hereinafter called the "Premises") which are more

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particularly described in Exhibit A, attached hereto and incorporated herein.

B. Mortgagor has entered into a lease with Tenant dated December 2, 1991, covering a portion or portions of the Premises and a copy of said lease has been delivered to Mortgagee, (such lease being hereinafter referred to as the "Lease," and the premises demised thereby being hereinafter referred to as the "Leased Premises.")

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements of each other contained herein and intending to be legally bound hereby, Mortgagee and Tenant covenant and agree to and with each other as follows:

1. The Lease and the rights of Tenant thereunder, are hereby subordinated to the Mortgage and the lien thereof, and to any renewal, substitution, extension or replacement thereof, as though and as if the Mortgage were executed, delivered and recorded prior in point of time to the execution of the Lease.

2. So long as no default under the Lease exists, nor any event has occurred, which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the landlord under the Lease to terminate the Lease or would cause, without any further action of the landlord under the Lease, the termination of the Lease or would entitle the landlord under the Lease to dispossess the Tenant thereunder, except as hereinafter otherwise expressly provided, the Lease shall not be terminated, nor shall the Tenant's use, possession or enjoyment of the Leased Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage, or in the exercise of any rights of the Mortgagee, or in case the Mortgagee takes possession of the Premises pursuant to any provision of the Mortgage, unless the Mortgagor would have had such right if the Mortgage had not been made.

3. If the Mortgagee shall become entitled to possession of the Leased Premises pursuant to the provisions of the Mortgage or that certain Second Amended and Restated Assignment of Rents and Leases of even date herewith from Mortgagor to Mortgagee encumbering the Premises or if a receiver of the Leased Premises shall be appointed at the application of the Mortgagee, or if the Mortgagee or any other person acquiring the interest of the Mortgagor in the Leased Premises (hereinafter called the "Purchaser") as the result of any foreclosure, deed in lieu of foreclosure, or of any action or proceeding instituted under or in connection with the Mortgage or in the exercise of any rights of the Mortgagee under the Mortgage, the Tenant shall attorn to the

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Mortgagee, receiver or Purchaser, as the case may be, who shall be recognized by the Tenant as its landlord under the Lease and the Lease shall continue in accordance with its terms with the same force and effect as if the Mortgagee, receiver or Purchaser, as the case may be, were the original landlord thereunder; provided, however, the Purchaser shall not be:

- (a) liable for any act or omission of any prior landlord under the Lease (including the Mortgagor); or
- (b) subject to any offsets or defenses which the Tenant might have against any prior landlord under the Lease (including the Mortgagor); or
- (c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord under the Lease (including the Mortgagor); or
- (d) bound by any amendment or modification of the Lease made without its consent.

4. The foregoing provisions shall be self-operative, however, Tenant agrees to execute and deliver to Mortgagee or to any person to whom Tenant herein agrees to attorn such other instrument as either shall request in order to effectuate said provisions.

5. Tenant certifies that there are no known defaults on the part of the Mortgagor, that the Lease is a complete statement of the agreement of the parties thereto with respect to the letting of the Leased Premises, that there are no collateral or extrinsic agreements or understandings between Mortgagor and Tenant in any way relating to the letting of the Leased Premises, that the Lease is in full force and effect, that all conditions to the effectiveness or continuing effectiveness thereof required to be satisfied at the date hereof have been satisfied and that the Premises have been satisfactorily completed.

6. This Agreement shall satisfy any requirement under the Lease with respect to notice to Tenant of the Mortgage and execution of any subordination, attornment and non-disturbance or similar agreements.

7. This First Amended and Restated Agreement of Subordination, Attornment and Non-Disturbance amends and restates in its entirety that certain Agreement of Subordination, Attornment and Non-Disturbance, dated June 12, 1993, executed by the Tenant in favor of the Lenders.

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8. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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CONSOLIDATED RECTIFYING'S SIGNATURE PAGE TO THE FIRST AMENDED AND RESTATED AGREEMENT OF SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

"Tenant"

CONSOLIDATED RECTIFYING, INC.

By: *Gregory J. Mauloff*
Gregory J. Mauloff, President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said county and state, personally appeared Gregory J. Mauloff, known to me to be the President of Tenant, and having been first duly sworn, acknowledged the execution of the foregoing First Amended and Restated Agreement of Subordination, Attornment and Non-Disturbance for and on behalf of said Tenant.

Witness my hand and Notarial Seal this 25th day of July, 1995.

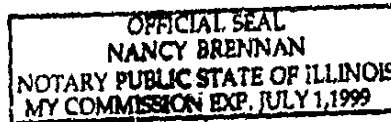
Nancy Brennan
Notary Public - Signature
Nancy Brennan
Notary Public - Printed

My Commission Expires:

July 1999

My County of Residence:

Cook



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COOK COUNTY CLERK'S OFFICE

2025-01-15 10:00 AM


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NBD BANK, N.A.'S SIGNATURE PAGE TO THE
FIRST AMENDED AND RESTATED AGREEMENT OF SUBORDINATION,
ATTORNMENT AND NON-DISTURBANCE

"Mortgagee"

NBD BANK, N.A., as Agent
(Term and Mortgage Loans) for the Lenders

By: 
Steven P. Clemens,
Second Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Steven P. Clemens, known to me to be a Second Vice President of Mortgagee, and having been first duly sworn, acknowledged the execution of the foregoing First Amended and Restated Agreement of Subordination, Attornment and Non-Disturbance for and on behalf of said Mortgagee.

Witness my hand and Notarial Seal this 27th day of July, 1995.


Notary Public - Signature

THERESE D. ANDREWS
Notary Public - Printed

My Commission Expires:

July 12, 1999

My County of Residence:

MARION

This instrument prepared by Dennis A. Johnson, Attorney-at-Law,
JOHNSON SMITH PENCE DENSBORN WRIGHT & HEATH, One Indiana Square,
Suite 1800, Indianapolis, Indiana 46204.

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EXHIBIT A

To Lease between NWS, Inc. and Consolidated Rectifying, Inc.

	<u>Approximate Square Feet</u>
Building 1 -- 1st Floor	3,366
Building 2 -- 1st Floor	3,190
Building 3 -- 1st Floor	2,858
Building 4 -- Basement	11,408
-- 1st Floor	11,386
-- 2nd Floor	11,386
Building 5 -- Basement	13,871
-- 1st Floor	13,892
Building 6 -- Basement	12,600
-- 1st Floor	12,600
	96,557

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EXHIBIT **A**

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Exhibit A

Legal Description

Parcel 1: That part of the West Half of the Northwest Quarter of the Northwest Quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at a point 450.60 feet North and 33.0 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section (said point being in the East line of said Kedzie Avenue); Thence East at right angles to said East line 213 feet; Thence South at right angles to the last described course 5 feet; Thence East at right angles to the last described course 117 feet; Thence South at right angles to the last described course 02 feet; Thence East at right angles to the last described course 124 feet; Thence South at right angles to the last described course 5.8 feet; Thence East at right angles to the last described course 119.42 feet to the Northwesterly right of way line of Chicago and Illinois Western Railroad; Thence Northeasterly along said Northwesterly right of way line (being a curve convex Southeasterly having a radius of 441.70 feet) for a distance of 136.11 feet to a point of tangency, said point 118.51 feet South of the South line of the North 506.79 feet of the Northwest Quarter of the Northwest Quarter of said Section on a line 33 feet West of and parallel to the East line of the West Half of the Northwest Quarter of the Northwest Quarter of said Section; Thence North on said parallel line 318.51 feet; Thence West along the South line of said North 506.79 feet 114.30 feet to the East line of the West 520.02 feet of said Northwest Quarter; Thence South on said East line 104.21 feet to the South line of the North 611 feet of said Northwest Quarter; Thence West on said South line 487.02 feet to the East line of South Kedzie Avenue; Thence South on said East line 273.46 feet to the point of beginning (excepting therefrom that part described in Parcel 7 below).

Parcel 2: That part of the West Half of the Northwest Quarter of the Northwest Quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, described as follows: beginning in the line 33.0 feet West of and parallel to the East line of said West Half (said 33 feet measured on the North line of said Northwest Quarter) 44.32 feet South of the North 383.0 feet of said Northwest Quarter; Thence Southwesterly on a curved line convex Southeast having a radius of 352.228 feet to a point on the South line of the North 506.79 feet of the Northwest Quarter, 21.20 feet West of the above mentioned line which is 33.0 feet West of and parallel to the East line of said West Half as measured on the South line of the North 506.79 feet of said Northwest Quarter; Thence East on said South line 21.20 feet; Thence North on above mentioned parallel line to the point of beginning, excepting from described tract that part lying Northwesterly of the following described line: beginning on the South line of the North 383.0 feet of said Northwest Quarter, 79.72 feet West of the above mentioned parallel line as measured on said South line; Thence Southeasterly on the arc of a circle convex Northeast having a radius of 232.27 feet a distance of 149.50 feet to a point on above mentioned parallel line 123.79 feet South of the South line of the North 383.0 feet of said Northwest Quarter as measured on above mentioned parallel line, in Cook County, Illinois.

Parcel 3: That part of the West 14.0 feet of a strip of land lying West of and adjoining Lot D "Collateral Channel" of Sanitary District Trustees subdivision of the right of way from North and South center line of Section 30, Township 39 North Range 14, East of the Third Principal Meridian, to Will County line, lying Northerly of a line running from a point on the West line of said strip 177.93 feet North of the East and West center line of the Northwest Quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, to a point on the East line of said Lot 19, 253.26 feet North of said East and West center line excepting from aforesaid described 14 foot strip, the street and that part which lies North of the South line of the North 506.79 feet of the Northwest Quarter of the Northwest Quarter of said Section 36, all in Cook County, Illinois.

Parcel 4: That part of the West Half of the Northwest Quarter of the Northwest Quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at a point 63.60 feet North and 33 feet East of the Southwest corner of said Northwest Quarter of the Northwest Quarter of Section 36 aforesaid (said point of beginning being in the East line of South Kedzie Avenue where said line intersects the North line of the right of way of the Chicago and Illinois Western Railroad); Thence North along the East line of South Kedzie Avenue 200.0 feet; Thence East at right angles to the East line of South Kedzie Avenue a distance of 430.0 feet; Thence Northeasterly a distance of 176.76 feet to a point of intersection of the Westerly line of Chicago and Illinois Western Railroad right of way with a line drawn at right angles to said East line of South Kedzie Avenue through a point thereof which is 300 feet North of the point of beginning; Thence Southwesterly along said Westerly and Northerly line of said right of way to the point of beginning, in Cook County, Illinois.

Commonly known as 3247 S. Kedzie, Chicago, Illinois

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and 16 36 100 049

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