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07748 JIM #95-516158
COOK COUNTY RECORDER

SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND ESTOPPEL AGREEMENT

7/5 712.08 509 5 9406/6/95 REPEATS
7052

THIS AGREEMENT, is entered into as of August 1, 1995 between Notcom, Inc. ("Landlord"), Glenview State Bank ("Mortgagee"), Notcom Properties, Inc. ("Owner") and Fluid Management Limited Partnership ("Tenant").

Recitals

A. Landlord has entered into a certain Lease with Owner dated August 2, 1995 for the Premises legally described on the attached Exhibit A ("Premises").

B. Landlord has entered into a sublease with Tenant dated August 2, 1995 ("Lease") for a certain portion of the Premises more particularly described in said Lease.

C. The Mortgagee is the current holder of a Mortgage and Security Agreement and an Assignment of Rents, Leases and Security Deposits covering the Premises dated as of August 1, 1995 (hereinafter collectively referred to as "Mortgage").

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 of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof; and

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 Tenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle the Landlord

EXHIBITS: 0672708 NONDISTAG.DKX072708

BOX 333-CTI

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2025 RELEASE UNDER E.O. 14176

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 and that no event has occurred and no condition exists, which after the passage of time (after notice required by the Lease, if any) would entitle the Landlord to terminate the Lease under its terms or would cause, without any further action of such Landlord to dispossess the Tenant from the Premises. Further, Mortgagee agrees that 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 or otherwise, the following conditions shall have been complied with:

(i) A default ^{(after expiration of any applicable cure period) M.L.E. 7/2/58} by Tenant as defined in the Lease shall not exist;

(ii) The rent remaining to accrue shall not have been decreased, the term of the Lease shall not have been altered, amended or extended except in accordance with the options contained therein and the terms herein; 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 ten (10) 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, Owner and Landlord that if the interests of Owner and Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings or other means brought by it, or by any future lien against Owner or Landlord's estate in the Premises, or in the event that Owner and/or Landlord conveys its estate in the Premises, or in the event that Owner's and/or 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 Owner's or 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 succeeding to the interest of the Owner or Landlord in the Premises. Tenant agrees, however, upon the election of and written demand by 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 provisions, satisfactory to Mortgagee, purchaser, grantee or other successor in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

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 action or omission of Landlord or any prior landlord under the Lease or subject to any claims, demands, actions or causes of actions which Tenant might have against Landlord or any prior

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landlord, (b) subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord, (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord, (d) bound by any security deposit which Tenant may have paid to Landlord or any prior landlord, unless such deposit is in an escrow fund available to Mortgagee, or (e) bound by any amendment or modification or renewal 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 the 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 30 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 90 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 90-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. 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 if so provided for in the Lease.

7. Tenant certifies, represents and warrants to Mortgagee the following:

(a) The Lease is valid and enforceable against Tenant in accordance with its terms;

(b) The Lease is in full force and effect and has not been modified, altered or amended;

(c) No rent under the Lease has been paid more than one month in advance of its due date; and

(d) Tenant, as of this date, has no charge, lien, claim or cause of action under the lease or against Landlord or any predecessor of Landlord or otherwise against the rent or other charges due or to become due under the Lease.

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8. Tenant agrees that Tenant shall not, without the express written consent of Mortgagee:

- (a) Enter into any sublease with respect to the Premises;
- (b) Make payment of rent for periods in excess of one month;
- (c) Assign its interest or any portion thereof in the Lease in a manner not allowed by the terms of the Lease; and
- (d) Alter, amend, modify or renew the 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 Owner's or 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 Owner's or Landlord's interest in the Premises by, through or under foreclosure of the Mortgage.

10. If any provision of this Agreement is held to be void or unenforceable, such provision shall be deemed omitted from this Agreement; and with such provision omitted, this Agreement shall remain in full force and effect.

11. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

12. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original but all of which together shall constitute but one and the same instrument.

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

NETCOM, INC.

By:
Its: President

By:
Its:

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GLENVIEW STATE BANK

By: Richard C. Slater
Its: SRP

NETCOM PROPERTIES, INC.

By: [Signature]
Its: consider.

By: [Signature]
Its: [Signature]

FLUID MANAGEMENT
LIMITED PARTNERSHIP

By: Fluid Management, Inc., Managing G.P.

X
By: Thomas S. Cruz
Its: G.P.

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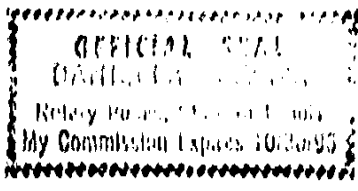
STATE OF ILLINOIS

COUNTY OF COOK

I, DANIEL SWAN, a Notary Public in and for the County and State aforesaid, do hereby certify that E. Argoscholis and John Victor, personally known to me to be the same persons whose names are on Trust Agreement and Trust Agreement, respectively, of Midwest Bank, a Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of August, 1995.

Daniel Swann
NOTARY PUBLIC



My Commission Expires: 10-30-95

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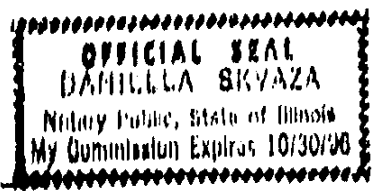
STATE OF ILLINOIS

COUNTY OF Cook

I, DANIELLA SKVAZA, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard C. Slater, personally known to me to be the same person whose name is as Senior Vice President of Glenview State Bank, an Illinois banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of August, 1975.

Daniella Skvaza
NOTARY PUBLIC



My Commission Expires: 10-30-98

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STATE OF ILLINOIS

COUNTY OF Cook

I, Daniella Skvaza, a Notary Public in and for the County and State aforesaid, do hereby certify that E. Argyrakis and John Victor, personally known to me to be the same persons whose names are as President and Vice President, respectively, of Northern Properties, Inc., a Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of August, 1995.

Daniella Skvaza
 NOTARY PUBLIC



My Commission Expires: 10-30-98

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STATE OF ILLINOIS

COUNTY OF COOK

I, ESTHER M. WOLD, a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS E. CARNEY and _____, personally known to me to be the same persons whose names are as VICE PRESIDENT and _____, respectively, of ELIUDOMANAGEMENT a limited liability corporation, subscribed to the foregoing instrument appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of August, 1995.

X Esther M. Wold
 NOTARY PUBLIC

~~~~~  
 "OFFICIAL SEAL"  
 Esther M. Wold  
 Notary Public, State of Illinois  
 My Commission Expires 04/1999  
 ~~~~~

My Commission Expires: _____

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2025/01/14

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EXHIBIT A 95-16158

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.1713481, IN COOK COUNTY, ILLINOIS.

P.I.N. 03-11-300-004-0000

03-11-300-004-0000

Common Address: 599 South Wheeling Road
Wheeling, Illinois 60090

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