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. DEPT-01 RECORDING \$41.00
. T47777 TRAN 0091 09/27/95 13:30:00
. 47205 : JJ *-95-655610
. COOK COUNTY RECORDER

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Reference is made to that certain Industrial Building Lease (the "Lease") dated September 1, 1995 between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated August 1, 1995 and known as Trust Number 120107-08 (the "Lessor"), and Kolcraft Enterprises Inc., a Delaware corporation (the "Lessee"), pertaining to the premises legally described in Exhibit A attached hereto and made a part hereof located at 7001 West 62nd Street, Chicago, Illinois (the "Premises").

Concurrently herewith, Lessor, together with X-Frame Partnership ("X-Frame"), an Illinois general partnership, has executed that certain Loan Agreement by and between the City of Chicago ("Issuer"), Lessor and X-Frame (the "Agreement"), dated as of September 1, 1995, wherein Lessor and X-Frame have agreed to repay to Issuer that certain loan (the "Loan") together with interest thereon as described in the Agreement made by Issuer to Lessor and X-Frame in the principal amount of One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars in equal principal installments of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars commencing on December 1, 1995 and continuing on the first day of each March, June, September and December thereafter with a final payment due on the earlier of September 1, 2010 or the date after September 1, 2005 on which Lender elects to call for the payment in full of the remaining principal balance of the hereafter defined Bond;

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

William L. Kabaker
Schwartz & Freeman
401 North Michigan Avenue
Suite 1900
Chicago, Illinois 60611

STREET ADDRESSES:

7001 West 62nd Street
Chicago, Illinois

PERMANENT TAX INDEX NO:
19-18-313-010-0000

RETURN TO: BOX 15
TICOR TITLE INSURANCE
203 N. LaSALLE, STE. 1400
CHICAGO, IL 60601
attn: Kelly

N24-22851

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The Loan represents the proceeds received by Issuer from the sale of that certain Kolcraft Enterprises Project Series 1995 Industrial Revenue Bond (the "Bond") in the principal amount of \$1,500,000.00, dated the date of issuance and issued by the Issuer pursuant to the Issuer's home rule powers for the purpose of financing the cost of acquisition and rehabilitation of the Premises.

The Issuer, in consideration of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender") purchasing the Bond, has executed and delivered to Lender that certain Assignment of Loan Agreement dated as of September 1, 1995 (hereinafter "Assignment"), pursuant to which the Loan and Issuer's right to receive the repayment of same together with interest thereon have been assigned to Lender.

Lessor and X-Frame have granted to Lender a Mortgage and Security Agreement dated September 1, 1995 on the Premises (the "Mortgage"), which was granted to secure the Loan in the principal amount of \$1,500,000. Notwithstanding anything in the Lease to the contrary, Lender and Lessee hereby agree:

1. The Lease and the rights of Lessee 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. Lessee agrees to execute and deliver such further instruments in form and content reasonably satisfactory to Lender, subordinating the Lease to the lien of the Mortgage as may be requested in writing by Lender from time to time. Lessee acknowledges that its title is and always shall be subordinate to the interest of Lessor and Lender in the Premises and nothing herein contained shall empower Lessee to do any act which can, shall or may encumber the title of the Lessor or Lender in the Premises. Notwithstanding anything to the contrary herein contained, Lender may, by written notice to Lessee, 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, Lessee shall, if requested by Lender, attend to and recognize Lender 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 Lessee's Lessor under the Lease.

2A. In the event that it should become necessary to foreclose the Mortgage, Lender and its successors in interest under the Mortgage will not terminate the Lease nor join Lessee in summary or foreclosure proceedings so long as Lessee is not in default (beyond any grace period set forth in the Lease for curing such default) under any of the terms, covenants, or conditions of the Lease. In

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the event that Mortgagee, its successors, assigns, nominees, or any other party shall come into possession of the Premises by foreclosure, deed in lieu of foreclosure or by any other means and Lessee is not then in default (beyond any grace period set forth in the Lease for curing such default) with respect to any of the terms, covenants or conditions of the Lease to be performed by Lessee, Lessee shall peaceably hold and enjoy the Premises for the remainder of the unexpired term thereof, including any extensions, which possession shall be without hinderance or interruption.

3. Neither Lender, its successors or assigns, nor any Foreclosure Purchaser shall in any way or to any extent be obligated or liable to Lessee (i) for any prior 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 Lender, its successors or assigns, or (iii) under any provision in the Lease relating to a duty or obligation of the landlord first accruing prior to the foreclosure or transaction in lieu of foreclosure, or (iv) with respect to the construction and completion of any improvements on the Premises; and Lessee shall have no right to set up or assert any of the foregoing or any damages arising therefrom as an offset, defense or counterclaim against Lender, its successors or assigns or any Foreclosure Purchaser.

4. Prior to or concurrently with the execution of this Agreement, Lessee shall deliver a certificate, in the form attached hereto as Exhibit B, to Lender.

5. Lessee agrees to give Lender or any Foreclosure Purchaser, by registered or certified mail, notice of any default by Lessor under the Lease. Lessee further agrees that if Lessor shall have failed to cure such default within the time, if any, provided for in the Lease, Lender 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 Lender or any Foreclosure Purchaser shall have such additional time as may be reasonably necessary to cure such default provided, if within such thirty (30) days and at all times thereafter, Lender 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 Lender is prevented from commencing or pursuing such foreclosure proceedings by reason of Lessor's bankruptcy. Until the time allowed as aforesaid for Lender or any Foreclosure Purchaser to cure such defaults shall have expired without cure, Lessee shall have no right to, and shall not terminate the Lease on account of default by Lessor. The Lease may not be modified or amended so as to reduce the rent or shorten the terms or so as to adversely affect

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in any other material respect the rights of the Lessor thereunder, nor shall the Lease be canceled or surrendered, without the prior written consent of Lender.

6. Lessee 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 Lender or its successors or assigns.

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

8. This Agreement shall not affect either the superior lien of the Mortgage or the superior right of Lender to condemnation and insurance proceeds.

9. 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.

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 September 1, 1995

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Lender

By: William Ryan
Its: As a duly authorized

ADDRESS:

33 North LaSalle Street
Chicago, Illinois 60690
Attn: William Ryan

KOLCRAFT ENTERPRISES, INC., a Delaware corporation, Lessee

By: Thomas Kalkin
Its: Vice President

ADDRESS:

3455 West 31st Place
Chicago, Illinois 60623

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09-11-95-8:36pm

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AGREEMENT BY LESSOR

Lessor, as one of the Mortgagors under the Mortgage and Security Agreement, agrees for itself and for its successors and assigns that (i) the foregoing Subordination and Attornment Agreement (the "Agreement") does not constitute a waiver or partial waiver by Lender of any of its rights under the Mortgage and Security Agreement 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 Security Agreement, and that each of same remain in full force and effect and must be complied with by the Mortgagor thereunder; (iii) Mortgagor will not take any action contrary to or inconsistent with the provisions of the Agreement; and (iv) Mortgagor agrees that rent paid to it as Lessor by Lessee shall be first applied to service the Mortgage Loan requirements of the Mortgage and Security Agreement of even date, including without limitation, principal and interest payments, real estate taxes, insurance and general maintenance for the subject property referred to in Exhibit A (hereinafter referred to as "Mortgage Loan Requirement").

Dated this 1st day of September, 1995.

LESSOR:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO AS
TRUSTEE UNDER TRUST AGREEMENT
DATED AUGUST 1, 1995 AND KNOWN
AS TRUST NUMBER 120107-08

The terms and conditions contained in this instrument to the contrary notwithstanding are hereby subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made a part hereof.

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers, and its corporate seal to be hereunto affixed the day and year first above written.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally,

By _____

STATE OF ILLINOIS
COUNTY OF COOK

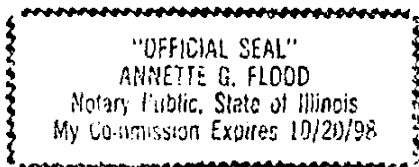
I, ANNETTE G. FLOOD

Michael Wang

a Notary Public in and for said County, in the state aforesaid, do hereby certify an officer of American National Bank and Trust Company of Chicago 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 said officer of said association signed and delivered this instrument as a free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and seal this

day of SEP 19 1995



NOTARY PUBLIC

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Koltun, of Kolcraft Enterprises, Inc., 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 signed and delivered the said instrument pursuant to necessary 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 seal this 18th day of September, 1995.

Julie Funk Donovan
Notary Public



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EXHIBIT A - LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 2 THRU 9 BOTH INCLUSIVE IN BLOCK 51; LOTS 8 THRU 11 IN BLOCK 52; THE EAST-WEST 16.00 FOOT WIDE PUBLIC ALLEY AS HERETOFORE VACATED IN BLOCK 51; AND SOUTH GULLIKSON ROAD 66.00 FEET WIDE AS HERETOFORE VACATED; ALL IN FREDERICK H. BARTLETT'S CHICAGO HIGHLAND BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAYRE AVENUE (33.00 FEET WIDE AS HERETOFORE DEDICATED IN SAID SUBDIVISION) WITH THE NORTH LINE OF WEST 62ND PLACE (AS HERETOFORE DEDICATED IN SAID SUBDIVISION) SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 5 IN BLOCK 51; THENCE SOUTH 89 DEGREES 49 MINUTES 43 SECONDS WEST ON THE LAST DESCRIBED LINE A DISTANCE OF 426.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF S. GULLIKSON ROAD, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF LOT 11 IN BLOCK 52; THENCE NORTH 31 DEGREES 53 MINUTES 23 SECONDS EAST A DISTANCE OF 201.73 FEET TO A POINT; THENCE NORTH 53 DEGREES 05 MINUTES 33 SECONDS EAST A DISTANCE OF 156.50 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE (TANGENT TO LAST DESCRIBED LINE) CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 45.00 FEET, A CHORD DISTANCE OF 30.78 FEET AND A CHORD BEARING OF NORTH 33 DEGREES 05 MINUTES 35 SECONDS EAST A DISTANCE OF 31.42 FEET TO A POINT ON A LINE 31.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 2 IN SAID BLOCK 51; THENCE NORTH 89 DEGREES 48 MINUTES 43 SECONDS EAST ON THE LAST DESCRIBED LINE A DISTANCE OF 178.00 FEET TO A POINT ON THE WEST LINE OF SAYRE AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 290.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CREATED BY THE DECLARATION OF EASEMENT RECORDED JUNE 19, 1973 AS DOCUMENT 22366151, OVER AND UPON THE PREMISES DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 1 AND 2 IN BLOCK 51; LOTS 6 AND 7 IN BLOCK 52; AND SOUTH GULLIKSON ROAD 66.0 FEET WIDE AS HERETOFORE VACATED; ALL IN FREDERICK H. BARTLETT'S CHICAGO HIGHLANDS (BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN), BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 1 IN SAID BLOCK 51 WITH THE NORTH LINE OF THE SOUTH 16.00 FEET OF SAID LOT 1; THENCE SOUTH 89 DEGREES 48 MINUTES 43 SECONDS WEST ON THE LAST DESCRIBED LINE A DISTANCE OF 187.62 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SOUTH GULLIKSON ROAD AFORESAID; THENCE SOUTH 35 DEGREES 15 MINUTES 53 SECONDS WEST ON THE LAST DESCRIBED LINE A DISTANCE OF 4.81 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 10.00 FEET OF LOT 6 IN SAID BLOCK 52; THENCE NORTH 54 DEGREES 45 MINUTES 48 SECONDS WEST ON THE LAST DESCRIBED LINE A

DISTANCE OF 6.76 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 45.00 FEET AND A DELTA ANGLE OF 292 DEGREES 08 MINUTES 35 SECONDS A DISTANCE OF 229.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 31.00 FEET OF LOT 2 IN BLOCK 51; THENCE NORTH 89 DEGREES 48 MINUTES 43 SECONDS EAST ON THE LAST DESCRIBED LINE A DISTANCE OF 178.00 FEET TO A POINT ON THE EAST LINE OF LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE EAST LINE OF LOT 2 AND THE EAST LINE OF LOTS 1 A DISTANCE OF 47.00 FEET TO THE POINT OF BEGINNING.

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EXHIBIT B

TENANT ESTOPPEL CERTIFICATE

Reference is made to that certain Lease (the "Lease") dated September 1, 1995 between American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated August 1, 1995 and known as Trust Number 120107-08 (the "Lessor") and Kolcraft Enterprises Inc., a Delaware corporation (hereinafter referred to as "Lessee"), pertaining to the premises leased by Lessee consisting of the building and grounds located at 7001 West 62nd Street, Chicago, Illinois (the "Premises") as further described in said lease (the "Lease").

Lessee hereby certifies to and agrees with American National Bank and Trust Company of Chicago that:

- (1) The Lease is in full force and effect;
- (2) Lessee has no offsets or defenses to its performance to the terms and conditions of the Lease, including the payment of rent;
- (3) Lessee has not and will not pay rent more than one (1) month in advance to lessor;
- (4) Lessee will not look to any mortgagee for any security deposits paid to Lessor under the Lease unless such deposits have been received in cash by such mortgagee;
- (5) Lessee has received notice of and agrees to be bound by the assignment of rents and leases contained in that certain Assignment of Rents and Leases dated September 1, 1995, to American National Bank and Trust Company of Chicago;
- (6) Lessee will give to American National Bank and Trust Company of Chicago copies of all notices required or given by Lessee to Lessor in connection with the Lease; and
- (7) Notwithstanding any term, covenant or condition of the Lease, Lessee shall have no right to any lien against or interest in the Premises mortgaged to American National Bank and Trust Company of Chicago pursuant to that certain Mortgage and Security Agreement (the "Mortgage") dated September 1, 1995, which would be prior or superior to the rights of American National Bank and Trust Company of Chicago under the Mortgage and Security Agreement, including, but not limited to, any right of Lessee to insurance or condemnation proceeds relating to the Premises. Nothing herein shall prevent or hinder Lessee from recovering insurance or condemnation proceeds

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relating to: i) equipment owned by Lessee; or ii)
Lessee's leasehold interest in the event of condemnation.

This Lessee Estoppel Certificate is made as of the this 1st day of
September, 1995, for the benefit of and reliance on by American
National Bank and Trust Company of Chicago.

KOLCRAFT ENTERPRISES, INC., a
Delaware corporation

By: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of American National Bank and Trust Company of Chicago, 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 as his 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 _____ day of September, 1995.

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made a part hereof.
My Commission Expires:

_____, 19____

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