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. DEPT-01 RECORDING \$31.00
 . T#0012 TRAN 7012 10/18/95 11:26:00
 . #2524 # CG *-95-708504
 . COOK COUNTY RECORDER

THIS INSTRUMENT DRAFTED BY
 RAYMOND J. WALSHLAGER, ESQ.
 GMAC COMMERCIAL MORTGAGE CORPORATION
 SUITE 400, 100 SOUTH WACKER DRIVE
 CHICAGO, ILLINOIS 60606

Box 333

SUBORDINATION, NON-DISTURBANCE & ATTORNTMENT AGREEMENT

THIS AGREEMENT made and entered into this September 26, 1995, by and between VON SYDOW'S MOVING AND STORAGE, INC. (hereinafter called Tenant) and MUTUAL TRUST LIFE INSURANCE COMPANY, an Illinois corporation, Mortgagee under that certain Mortgage dated September 26, 1995, executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee pursuant to Trust Agreement dated November 27, 1989, and known as Trust No. 109-418-05 (hereinafter called Landlord).

WITNESSETH:

WHEREAS, Tenant entered into a lease dated December 18, 1989, as amended and extended September 22, 1995 with Landlord expiring on June 30, 2010, and

WHEREAS, Mortgagee as a condition to making a mortgage loan on said premises has requested the execution of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said premises and in consideration of One Dollar (\$1.00) by each of the parties hereto paid to the other, receipt of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Said lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.

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2. Notwithstanding anything to the contrary in the Lease, Tenant shall deliver or mail to Mortgagee, at Mortgagee's address set forth below, written notice of any default by Landlord under the Lease, and if within the time provided in the Lease for curing thereof by Landlord, Mortgagee performs or causes to be performed all such obligations with respect to which Landlord is in default which can be cured by the payment of money, any right of Tenant to terminate the Lease by reason of such default shall cease and be null and void.

3. Tenant is hereby advised that the loan documents give Mortgagee the right to collect rent and other sums payable under the Lease directly from Tenant upon the occurrence of a default hereunder, and Tenant agrees that upon the receipt from Mortgagee of notice of any such default, Tenant will thereafter pay all rent and other sums payable under the Lease directly to Mortgagee (or as Mortgagee shall direct) as they become due and payable.

4. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under said lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants, or conditions of said lease.

5. In the event that the Mortgagee shall, in accordance with the foregoing, succeed to the interest of the Landlord under such lease, the Mortgagee agrees to be bound to the Tenant under all of the terms, covenants and conditions of the lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee and/or purchaser at any foreclosure sale of the premises, all rights and obligations under said lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee for the breach of an agreement contained in the lease that the Tenant might have had under the lease against the Landlord if the Mortgagee had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee shall not be:

- (a) liable for any act or omission of any prior landlord (including the Landlord); or
- (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); 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 (including the Landlord);

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- (d) bound by any amendment or modification of the lease made without its consent; or
- (e) liable for any security deposit, unless actually received by Mortgagee.

6. Notwithstanding anything to the contrary hereinabove contained, any interest of the Tenant in an option to purchase or right of first refusal of all or any part of the demised premises contained in the lease is specifically subordinated to the rights of the first Mortgagee under the terms of the Mortgage and such option or right of first refusal shall not be binding upon the first Mortgagee, its successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

MUTUAL TRUST LIFE INSURANCE COMPANY

BY: Thomas A. Borow
TITLE: THOMAS A. BOROW, VICE PRESIDENT
REAL ESTATE INVESTMENTS

ATTEST: William K. Kudron
TITLE: Secretary

VON SYDOW'S MOVING AND STORAGE, INC.

BY: Burdette Sydor
TITLE: President

Judy Von Sydow
Vice President

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COOK COUNTY CLERK'S OFFICE

STATE OF Illinois)
COUNTY OF DuPage) SS:

I, Diane E. Hundsecker, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas A. Borow, Vice President of MUTUAL TRUST LIFE INSURANCE COMPANY, and William K. Knudsen, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the 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; and the said Secretary did also then and there acknowledge that he/she, as the custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to this instrument as his/her 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 13th day of September, 1995.

[Handwritten signature of Diane E. Hundsecker]



My Commission Expires:

STATE OF)
COUNTY OF) SS:

I, Joseph R. Brehm, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Brad Von Sydow, and Judy Von Sydow of VON SYDOW'S MOVING AND STORAGE, INC., 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 President and Vice-President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the 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; and the said did also then and there acknowledge that he/she, as the custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to this instrument

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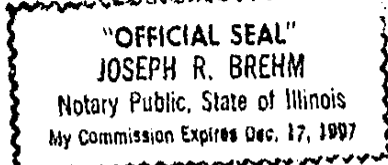
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as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of September, 1995



Joseph R Brehm
Notary Public

My Commission Expires: December 17, 1997

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STREET ADDRESS: 250 E. ILLINOIS

CITY: PALATINE

COUNTY: COOK

TAX NUMBER: 02-23-313-029-0000

LEGAL DESCRIPTION:

PARCEL 1:

THE WEST 245 FEET OF LOT 20 IN KLEFSTAD'S PALATINE INDUSTRIAL PARK BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST RIGHT OF WAY LINE OF STATE ROUTE NUMBER 53 (HICKS ROAD) IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 20 (EXCEPT THE WEST 245 FEET THEREOF) IN KLEFSTAD'S PALATINE INDUSTRIAL PARK BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST RIGHT OF WAY LINE OF STATE ROUTE NUMBER 53 (HICKS ROAD) IN COOK COUNTY, ILLINOIS

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