

UNOFFICIAL COPY

95833216

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Lawrence M. Gritton
Katz Randall & Weinberg
333 West Wacker Drive
Suite 1800
Chicago, Illinois 60606
(312) 807-3800

DEPT-01 RECORDING \$35.00
T80012 TRAN 7918 12/01/95 15:01:00
#4550 + CG #--95-833216
COOK COUNTY RECORDER

KRW File No. 07056.12401

This space reserved for Recorder.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

350

THIS AGREEMENT, made and entered into as of the 24th day of November 1995, by LAGROU DISTRIBUTION SYSTEMS, INC. ("Tenant"), whose address is 1800 S. Wolf Road, Des Plaines, Illinois 60018, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under Trust Agreement dated September 10, 1979, and known as Trust Number 47650 ("Landlord"), whose address is 3514 South Kostner Avenue, Chicago, Illinois 60632, to and for the benefit of CENTERPOINT PROPERTIES CORPORATION ("Lender"), whose address is 401 North Michigan Avenue, Suite 3000, Chicago, Illinois 60611.

WITNESSETH:

WHEREAS, by Lease by and between Landlord and Tenant dated November 24 1995 ("Lease"), Tenant has leased certain space within a building located upon land situated in the City of Chicago and State of Illinois, more particularly described in Exhibit "A" attached hereto and hereby made a part hereof (said land and building being herein called the "Premises"), which Premises, and the Landlord's interest under which Lease, are now owned by Landlord; and

WHEREAS, Lender is the proposed holder of a note IN THE AMOUNT OF \$8,750,000.00 to be secured by a mortgage ("Mortgage") upon the Premises; and

WHEREAS, Lender has required the execution of this Agreement as a condition to making such Loan; and

WHEREAS, Landlord and Tenant have agreed to the following pursuant to and under the Lease.

BOX 333-CTI

95833216

75-75-447-DI(MR)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

955833216

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the making of the Loan and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Tenant's interest in the Lease, and all rights of Tenant thereunder, including, but not limited to, any right of first refusal and option to purchase, shall be and hereby are declared to be subject and subordinate to the Mortgage and the rights of the Lender under the Mortgage. The term "Mortgage", as used herein, shall include the Mortgage and any and all amendments, supplements, modifications, renewals, or replacements thereof, thereto or therefor from time to time. Tenant also agrees that Lender may, in its sole discretion, elect to have the Lease be a prior lien to the Mortgage, and in the event of such election and upon written notification by Lender to Tenant to that effect, the Lease shall be deemed prior in lien to the Mortgage.

2. So long as no Event of Default has occurred under the Lease, Lender does hereby agree that Tenant's rights of possession of the Premises demised under the Lease shall remain undisturbed during the term of the Lease, and during any renewal or extension thereof in accordance with its terms, provided, however, in the event that Lender or any other person, party, or entity becomes the owner of the Premises as result of a transfer to Lender by reason of judicial foreclosure, power of sale foreclosure, deed in lieu of such foreclosure proceedings or in any other manner including but not limited to Lender's exercise of its rights or remedies under the Mortgage or any other loan document (hereinafter referred to as a "Transfer to Lender"), Lender shall not be:

- (a) liable for any act or omission of any prior landlord under the Lease (including Landlord);
- (b) liable for the return of any security deposit, unless such security deposit has actually been received by Lender;
- (c) bound by any rent paid by Tenant more than thirty (30) days in advance of the due date thereof;
- (d) bound by any amendment, modification or termination of the Lease made by Landlord without Lender's consent, which consent may be granted or denied in the sole and absolute discretion of Lender with the right to act arbitrary and capricious;
- (e) subject to or liable for any charges, liens, defenses or offsets that Tenant might be entitled to assert against any prior landlord under the Lease (including Landlord); or
- (f) bound by any provision in the Lease relating to the application of insurance proceeds or condemnation awards (other than awards for Tenant's fixtures and equipment). Lender shall have the option to use said proceeds to restore the Premises or retain all such proceeds as its own.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LMO/77945.4

7. This Agreement shall be binding upon and shall inure to the benefit of Lender, Landlord, Tenant and their respective heirs, legal representatives, successors and assigns.

6. This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by Tenant, Landlord and Lender.

Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party hereto as above provided at least ten (10) business days prior to the effective date of said change.

If to Tenant:

Lagrou Distribution Systems, Inc.
1800 South Wolf Road
Des Plaines, Illinois 60018
Attn: Donald Schumek

If to Landlord:

American National Bank and Trust
Company of Chicago, as Trustee as aforesaid
3514 South Corner Avenue
Chicago, Illinois 60632
Attn: Donald Schumek

If to Lender:

CenterPoint Properties Corporation
401 North Michigan Avenue
Suite 3000
Chicago, Illinois 60611
Attn: Michael Mulken, Executive Vice President

5. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when sent by first class United States mail, registered or certified, with return receipt requested, postage prepaid, or by overnight delivery service, addressed as follows:

4. Lender shall be entitled to specific performance of the covenants, agreements and rights contained in this Agreement. It is the express intent of all parties hereto that all remedies provided at law or in equity, including the right to specific performance as herein provided, shall be cumulative.

3. If the interests of any prior landlord under the Lease (including Landlord) shall be held by Lender as a result of a Transfer to Lender, Tenant shall be bound to Lender under all the terms, covenants and conditions of the Lease and Tenant will atom to and recognize Lender, its successors and assigns, or any other purchaser at the foreclosure sale, as its substitute Landlord under the Lease. The parties shall execute and deliver, upon request, appropriate agreements of assignment and recognition, but this Agreement shall be deemed to be self-operative, and no such separate agreements shall be required to effectuate the foregoing assignment and recognition.

912488856

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LMG/170949.3

4

91233636

8. This Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated September 10, 1979, and known as Trust Number 47650, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

and year first above written.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day

TENANT:

LACROU DISTRIBUTION SYSTEMS, INC.

By: _____

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under the provisions of a deed or fee is in trust duly recorded and delivered to said bank in pursuance of a Trust Agreement dated September 10, 1979, and known as Trust Number 47650

ATTEST:

By: _____

Its: _____

LENDER:

CENTERPOINT PROPERTIES CORPORATION

By: _____

[Handwritten Signature]

CHICAGO COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LMC01709493

4

91233836
95833216

By: _____

CENTERPOINT PROPERTIES CORPORATION

LENDER:

Its: ASSISTANT SECRETARY

By: *[Signature]*
Number 47650

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said bank in pursuance of a Trust Agreement dated September 10, 1979, and known as Trust

ATTEST:

[Signature]

LANDLORD:

By: _____

LAGROU DISTRIBUTION SYSTEMS, INC.

TENANT:

and year first above written.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day

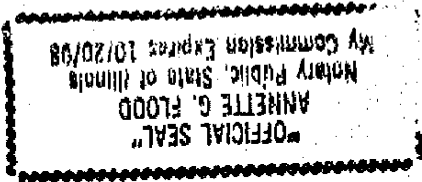
8. This Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated September 10, 1979, and known as Trust Number 47650, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

CHICAGO COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

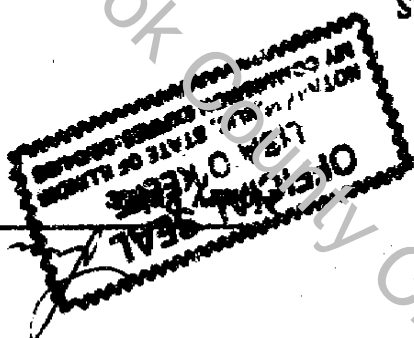


[Signature]
Notary Public

GIVEN under my hand and notarial seal this 24 day of NOV 1995.

I, ANNETTE G. FLOOD, a Notary Public in and for the said County, in the State of Illinois, do hereby certify that DEBRA L. WHITE, ASSISTANT VICE PRESIDENT AND SECRETARY OF CHICAGO COMPANY OF CHICAGO, a national banking association, as Trustee under Trust Agreement dated September 10, 1979, and known as Trust Number 47650, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such of said bank, 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 bank for the uses and purposes therein set forth.

SECOND



STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

[Signature]
GIVEN under my hand and notarial seal this 24 day of NOV, 1995.

I, Lisa O'Keefe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael [Signature] of CENTERPOINT PROPERTIES CORPORATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such of said Corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said 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.

STATE OF ILLINOIS)
COUNTY OF COOK)

11-2-95

Official Notary Seal

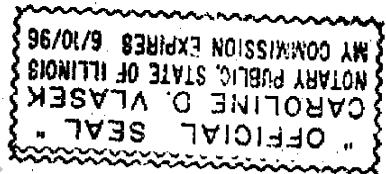
UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

01-958338216

Property of Cook County Clerk's Office



Notary Public

Caroline D. Vlasek

GIVEN under my hand and notarial seal this 21 day of March, 1995.

to me to be the same person whose name is subscribed to the foregoing instrument as such of said Corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said 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.

as of LAGROU DISTRIBUTION SYSTEMS, INC., who is personally known County, in the State aforesaid, DO HEREBY CERTIFY that Caroline D. Vlasek is a Notary Public in and for said Illinois.

Caroline D. Vlasek

Caroline D. Vlasek

STATE OF ILLINOIS
COUNTY OF COOK

) SS.
)

01-958338216

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1750 W. W. H. Co. Pl. Ill. 60-200-111-1800
1800 W. W. H. Co. Pl. Ill. 60-200-111-1800

91228886

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE DES PLAINES VALLEY RAILWAY COMPANY RIGHT OF WAY, AND SOUTH OF A LINE 14.70 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH 1/2 OF SAID SECTION 30, AND LYING NORTH OF THE SOUTH 675.74 FEET AS MEASURED ON THE EAST AND WEST LINES THEREOF, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF WOLF ROAD WITH THE SOUTH LINE OF THE ABOVE DESCRIBED TRACT, SAID POINT BEING 50.05 FEET WESTLY OF THE SOUTHEAST CORNER THEREOF; THENCE WESTLY ON THE SOUTH LINE OF SAID TRACT, 670.50 FEET; THENCE NORTH, PERPENDICULAR TO SAID SOUTH LINE OF SAID TRACT, 670.50 FEET; THENCE TO A POINT OF INTERSECTION WITH THE WEST LINE OF WOLF ROAD, BEING 50.05 FEET WESTLY OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH ON THE WEST LINE OF WOLF ROAD 667.28 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE DES PLAINES VALLEY RAILWAY COMPANY RIGHT OF WAY, AND SOUTH OF A LINE 14.70 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH 1/2 OF SAID SECTION 30, AND LYING NORTH OF THE SOUTH 675.74 FEET AS MEASURED ON THE EAST AND WEST LINES THEREOF, EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THAT PART THEREOF WHICH LIES EAST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID TRACT, WHICH IS 720.55 FEET WESTLY OF THE SOUTHEAST CORNER OF SAID TRACT, (AS MEASURED ALONG THE SOUTH LINE OF SAID TRACT); THENCE NORTH PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT, 667.50 FEET TO A POINT ON THE NORTH LINE SAID TRACT WHICH IS 150.30 FEET WESTLY OF THE NORTHEAST CORNER OF SAID TRACT (AS MEASURED ALONG THE NORTH LINE OF SAID TRACT), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 1 IN GREWE'S SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF A LINE 14.70 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30 (EXCEPT THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILROAD) DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF AFORESAID LOT 1, THENCE NORTH 87 DEGREES 20 MINUTES 30 SECONDS EAST IN ITS SOUTH LINE, A DIST OF 0.79 FEET TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE CONTINUING NORTH 87 DEGREES 20 MINUTES NORTH 0 DEGREE 09 MINUTES 48 SECONDS WEST IN A LINE, A DISTANCE OF 395.22 FEET TO A POINT; THENCE NORTH 0 DEGREE 09 MINUTES 48 SECONDS WEST IN A LINE, A DISTANCE OF 240.94 FEET TO A POINT; THENCE SOUTH 87 DEGREES 20 MINUTES 30 SECONDS WEST IN A LINE, A DISTANCE OF 29.76 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE; THENCE SOUTHWESTERLY ON AFORESAID CURVED LINE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 524.05 FEET, AN ARC DISTANCE OF 102.56 FEET AND WHOSE CHORD LENGTH IS 102.40 FEET AND BEARS SOUTH 65 DEGREES 57 MINUTES 03 SECONDS WEST; THENCE SOUTH 71 DEGREES 33 MINUTES 27 SECONDS WEST IN A LINE, TANGENT TO THE AFORESAID CURVE, A DISTANCE OF 57.59 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHWESTERLY ON LAST DESCRIBED CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 360.00 FEET, AN ARC DISTANCE OF 301.93 FEET AND WHOSE CHORD LENGTH IS 293.16 FEET AND BEARS SOUTH 47 DEGREES 31 MINUTES 50 SECONDS WEST, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Property of Cook County Clerk's Office