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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is dated and effective as of January 18, 1995 by and between LASALLE NATIONAL BANK, a national banking association having its principal offices at 120 South LaSalle Street, Chicago, Illinois 60603 ("Bank") and EMPIRE PLASTICS, INC., a Nevada corporation ("Tenant").

DEPT-OF RECORDING 137.50
120011 TRAIL 5329 01/23/95 10:10:00
12871 : RV # 259-048878
COOK COUNTY RECORDER

WITNESSETH:

A. D.S. IL Limited Partnership, an Illinois limited partnership ("Borrower") is the owner in fee simple of the real estate legally described in Exhibit A attached hereto and made a part hereof, together with the improvements thereon (collectively, the "Premises").

B. Borrower executed and delivered to Bank a Note dated as of even date herewith (the "Note") in the principal sum of \$1,000,000.

C. The Note is secured by a Mortgage and Security Agreement dated as of even date herewith made by Borrower (the "Mortgage") which is a first lien on the Premises and by an Assignment of Rents and Lessor's Interest in Leases dated as of even date herewith made by Borrower (the "Assignment").

D. Pursuant to the terms of a lease agreement made by and between Borrower, as landlord, and Tenant dated January 1, 1995 (the "Lease"), Tenant has leased the Premises from Borrower.

E. Bank requires the execution of this Agreement as a condition to making the loan evidenced by the Note and Tenant has agreed to execute this Agreement pursuant to the terms of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Tenant hereby covenant and agree as follows:

1. Subordination of Lease. The Lease and all of Tenant's interest therein and rights thereunder shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage, provided that any and all such increases, renewals, modifications, extensions, substitutions,

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replacements and/or consolidations shall nevertheless be subject to the terms of this Agreement.

2. Nondisturbance. Provided Tenant shall have performed and shall continue to perform all of the covenants and conditions of the Lease to be performed by it and further provided Tenant shall not be in default thereunder, the rights of Tenant under the Lease shall remain in full force and effect and its possession of the Premises thereunder shall remain undisturbed during the term of the Lease and during any renewal or extension thereof in accordance with its terms; provided, however, that Bank shall in no event be liable for any default by Borrower, as landlord, under the Lease.

3. Attornment. After the receipt by Tenant of notice from Bank of completion of a foreclosure under the Mortgage or if Bank has received a conveyance of the Premises in lieu of foreclosure, Tenant shall attorn to Bank, its successors and assigns, or any other purchaser at such foreclosure sale as the substitute landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Borrower and its successors as landlord under the Lease (Borrower and such successors being hereinafter referred to collectively as the "Landlord") or of any holder(s) of any of the indebtedness or other obligations secured by the Mortgage or any such purchaser, any instrument or certificate which, in the sole judgment of Landlord or of such holder(s) or such purchaser, may be necessary or appropriate in any such foreclosure or other proceeding or otherwise to evidence such attornment. Tenant hereby irrevocably appoints Bank and any other or future holders of the indebtedness or other obligations secured by the Mortgage or any such purchaser jointly and severally the agent and attorney in fact of Tenant to execute and deliver for and on behalf of Tenant any such instrument or certificate. Such power of attorney shall not terminate on disability of the principal, shall be a power coupled with an interest and cannot be revoked. In the event of any such attornment, Tenant to the extent permitted by law further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease and the obligation of Tenant thereunder as a result of any such foreclosure proceeding.

4. Assumption by Bank of Certain Obligations. If Bank shall succeed to the interest of Landlord under the Lease in any

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manner, or if any purchaser acquires the Premises upon any foreclosure of the Mortgage under the Mortgage, Bank or such purchaser, as the case may be, in the event of attornment shall have the same remedies by entry, action or otherwise in the event of any default by Tenant in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that Borrower had or would have had if the Bank or such purchaser had not succeeded to the interest of Borrower in the Lease. From and after any such attornment, Bank or such purchaser shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after the succession to the interest of Lessor under the Lease by Bank or such purchaser, have the same remedies against the Bank or such purchaser for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Bank or such purchaser had not succeeded to the interest of Lessor; provided, however, that the Bank or such purchaser shall not be:

- (a) liable for any act or omission of any prior Landlord (including Borrower); or
- (b) subject to any offsets or defenses which Tenant might have against any prior Landlord (including Borrower); or
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior Landlord (including Borrower); or
- (d) bound by any amendments to the Lease not previously approved by Bank; or
- (e) bound by any provision of the Lease relating to the application of insurance or condemnation proceeds in the event of a casualty or other loss; or
- (f) obligated to incur expenses in connection with repairing or restoring the Premises in excess of an amount equal to the insurance proceeds or condemnation award, as applicable, actually received, less all costs and expenses incurred in collecting said monies.

5. Borrower's Remedies Under Lease. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant pursuant to the terms and conditions of the Lease to cure

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such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed.

6. Modifications to this Agreement. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

7. Binding on Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, and any purchaser or purchasers at foreclosure of the Premises.

8. Notice Regarding the Mortgage. To the extent that the Lease shall entitle Tenant to notice of any mortgage, this Agreement shall constitute such notice to Tenant with respect to the Mortgage and to any and all other mortgages which may hereafter be subject to the terms of this Agreement as provided above.

9. Tenant Notices Regarding Borrower Default. Tenant shall send to Bank copies of all notices given to Landlord under the Lease, at the same time such notice is given to Landlord.

10. Notices. Any notices which any party may be required, or may desire, to give hereunder shall be deemed to have been given if delivered personally, or if mailed, by United States Registered or Certified Mail, postage prepaid, return receipt requested, or if delivered by a nationally recognized overnight express delivery service, freight prepaid and addressed as follows:

In the case of Tenant to:	Empire Plastics, Inc. 1430 East Davis Street Arlington Heights, Illinois 60005
With a copy to:	Empire Plastics, Inc. 300 Plaza Drive Vestal, New York 13850
And a copy to:	Howard Rittberg, Esq. Levene, Goulin & Thompson 450 Plaza Drive Vestal, New York 13850

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In the case of
Bank, to:

LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Metropolitan Division

or such other address(es) or addressee(s) as the party to be served with notice may have furnished to the other party in the manner herein provided for the service of notice. Notices, demands and requests which shall be served in the manner aforesaid shall be deemed to be sufficiently delivered or given for all purposes hereunder (i) in the case of personal delivery, upon such delivery, (ii) in the case of overnight express delivery, one business day after delivery to such delivery service and (iii) in the case of mailing by Registered or Certified Mail, two business days after such notice, demand or request shall be mailed.

11. Bank Right to Cure. In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate the Lease, or to claim a partial or total eviction, Tenant shall not exercise such right until it has (i) given written notice of such act or omission to Bank and (ii) given Bank, after the expiration of any applicable grace or cure period specified therefor under the Lease within which Landlord may cure such acts or omissions, a reasonable period to remedy such act or omission following the giving of the written notice described in the immediately preceding clause (i) (which reasonable period shall in no event be less than the period to which Landlord would be entitled under the Lease or otherwise, after similar notice, to effect such remedy); provided, Bank shall with due diligence give Tenant written notice of its intention to, and commence and continue to remedy such act or omission.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to choice of law principles.

13. Certain Definitions. For purposes of this Agreement, the following words and phrases shall be construed as follows: (i) "any" shall be construed as "any and all"; (ii) "include" and "including" shall be construed as "including, but not limited to"; and (iii) "will" and "shall" shall each be construed as mandatory. The words "hereby", "hereof", "hereto", "herein" and "hereunder" and any similar terms shall refer to this Assignment as a whole and not to any particular paragraph or subparagraph.

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IN WITNESS WHEREOF, the parties hereunto caused this Agreement to be duly executed as of the day and year first above written.

BANK:

LASALLE NATIONAL BANK

By: [Signature]

Title: Vice President

TENANT:

EMPIRE PLASTICS, INC.

By: [Signature]

Title: VICE PRESIDENT

This instrument was prepared by
and when recorded please return to:

Michael F. Sexton
Rooks, Pitts and Poust
55 West Monroe, Suite 1500
Chicago, Illinois 60603

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, CAROL ABERNETHY, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that Thomas Estey, who is personally known to me to be a vice president of LaSalle National Bank, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity at said Bank as his own 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 Seal of Office this 18th day of January, 1995.

Carol Abernethy
Notary Public

" OFFICIAL SEAL "
CAROL ABERNETHY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 5/4/98

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 AND 4 IN BERGER SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT "A" IN KIRCHOFF'S SUBDIVISION OF PART OF SECTIONS 10 AND 11, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Premises Address: 1430 EAST DAVIS STREET
ARLINGTON HEIGHTS, ILLINOIS 60005

Permanent Index Numbers: 03-33-300-071
03-33-300-070
03-33-300-06

REI file # 75167

Prepared by and mail to.

Michael Sexton

Rooke, Pitts and Post

Xerox Centre

55 W Monroe Street

Suite 1500

Chicago, IL 60603

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