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## AGREEMENT OF LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORMENT

This Agreement is made this 7<sup>th</sup> day of February, 1995, by and between Comerica Bank - Illinois, an Illinois banking corporation ("Lender") and The Reynolds and Reynolds Company, an Ohio corporation ("Tenant").

WHEREAS, Lender is the holder of a mortgage ("Mortgage") dated March 15, 1994 from B & L Real Estate Group, L.L.C. ("Landlord") to Lender covering Landlord's real property described in Exhibit A attached hereto ("Mortgaged Premises").

WHEREAS, Landlord has entered into a Lease with Tenant dated January 26, 1995 (the "Lease"), for the Mortgaged Premises.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, Lender and Tenant agree as follows:

1. Except as provided herein, the Lease, and Tenant's interest therein shall at all times be subject and subordinate to the Mortgage.

2. If no default exists, and no event has occurred and continued to exist for such period of time which would entitle the Landlord under the Lease to terminate the Lease, or would cause the termination of the Lease without any further action of the Landlord, or would entitle the Landlord to dispossess the Tenant under the Lease, the Lease shall not be terminated. In the exercise of any of Lender's rights under the Mortgage, the note secured thereby ("Note") or any other documents relating thereto, or in any foreclosure or proceedings instituted in connection with the Mortgage, Note or other documents, or in the event the Lender

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[The following text is extremely faint and largely illegible due to the quality of the scan. It appears to be a multi-paragraph document, possibly a report or a letter, containing various lines of text and possibly some headings or sub-sections. The content is too light to transcribe accurately.]

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takes possession of, or a receiver is appointed for the Mortgaged Premises pursuant to any provisions of the Mortgage or Lender's rights thereunder, Lender shall not interfere with Tenant's Lease, nor Tenant's use, possession or enjoyment of the Mortgaged Premises.

3. If the Lender acquires Landlord's interests in the Mortgaged Premises by deed in lieu of foreclosure, or if the Lender or any other person (hereinafter called the "Purchaser") acquires the interests of the Landlord in the Mortgaged Premises by sale or otherwise, the Lender or Purchaser, or its successors and assigns, shall take such interests subject to the Lease, including the Tenant's right of possession under the Lease. The Lender or Purchaser, or its successors and assigns, shall be bound to the Tenant under all of the terms of the Lease for the balance of the term thereof, including any renewal terms, with the same force and effect as if the Lender or the Purchaser, or its successors or assigns were the original Landlord under the Lease.

4. Tenant agrees that if the Lender shall become entitled to possess the Mortgaged Premises pursuant to the provisions of the Mortgage, or if a receiver of the Mortgaged Premises shall be appointed upon Lender's application, or if any Purchaser shall acquire the interests of the Landlord in the Mortgaged Premises as the result of any foreclosure or proceeding instituted in connection with the Mortgage or as a result of exercising any rights of the Lender under the Mortgage, the Tenant shall

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Supplemental to any benefits or allowances payable to the employee under the provisions of any law, ordinance or resolution of the Board of Directors of Cook County, Illinois, relating to the compensation of the employees of Cook County, Illinois, shall be the amount of any such benefits or allowances payable to the employee under any other law, ordinance or resolution of the Board of Directors of Cook County, Illinois, relating to the compensation of the employees of Cook County, Illinois, which is in effect at the time such benefits or allowances are payable to the employee.

and the amount of any such benefits or allowances payable to the employee under any other law, ordinance or resolution of the Board of Directors of Cook County, Illinois, relating to the compensation of the employees of Cook County, Illinois, which is in effect at the time such benefits or allowances are payable to the employee, shall be the amount of any such benefits or allowances payable to the employee under any other law, ordinance or resolution of the Board of Directors of Cook County, Illinois, relating to the compensation of the employees of Cook County, Illinois, which is in effect at the time such benefits or allowances are payable to the employee.

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attorn to and recognize the Lender or receiver or Purchaser as Tenant's lessor of the Mortgaged Premises in accordance with the provisions of the Lease.

5. Any required or permitted notice or demand given hereunder shall be given in writing delivered in person or mailed by registered or certified mail, return receipt requested, and addressed as follows:

To Lender:

Comerica Bank - Illinois  
10101 Grand Avenue  
Franklin Park, IL 60131  
ATTENTION: LDRU

To Tenant:

Mr. Thomas E. Suttmiller  
Senior Vice President  
Business Forms Division  
The Reynolds and Reynolds Company  
3555 South Kettering Boulevard  
Dayton, OH 45439

6. Lender shall notify Tenant of any default by Landlord under the Mortgage, Note or other documents in writing at least ten (10) days prior to the filing of any legal action against the Landlord; and Tenant shall have the right to cure any such default, including payment of delinquent installments.

7. This Agreement may be modified only in writing signed by the parties hereto or their respective successors. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, representatives, successors and assigns.

8. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same

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agreement and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

Signed and acknowledged  
in the presence of:

LENDER: COMERICA BANK - ILLINOIS

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_

By *[Signature]*  
John J. Robinson  
Assistant Vice President

TENANT: THE REYNOLDS AND  
REYNOLDS COMPANY

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_

By *[Signature]*  
Thomas E. Suttmiller  
Senior Vice President  
Business Forms Division

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )

)  
SS:  
)

I, Donna K. Gluszek, a Notary Public in and for said County in the State aforesaid, do hereby certify that John J. Robinson, Assistant Vice President of Comerica Bank - Illinois, an Illinois banking corporation, 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 such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

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

*[Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires  
**DONNA K. GLUSZEK**  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. 7/10/97

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CHIEF CLERK

COOK COUNTY CLERK'S OFFICE  
CHIEF CLERK



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STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

Before me, a Notary Public in and for said county and state, personally appeared Thomas E. Suttmiller, Senior Vice President of the Business Form Division of The Reynolds and Reynolds Company, who acknowledged that he executed the foregoing instrument in the name and on behalf of such corporation and that the same is his free act and deed and the free act and deed of such corporation.

I hereto subscribe my name and affix my seal this 7th day of February, 1995.

Linda S. Klopffenstein  
Notary Public

My commission expires: May 1, 1997

LINDA S. KLOPFENSTEIN, Notary Public  
In and for the State of Ohio  
My Commission Expires May 1, 1997

This instrument prepared by:

Martiné R. Dunn  
Attorney at Law  
600 IBM Building  
Dayton, Ohio 45402



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DEPT-01 RECORDING \$31.50  
T#0008 TRAN 9779 03/23/95 14142100  
#9904 # JB \*-95-196507  
COOK COUNTY RECORDER

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STATE OF ILLINOIS  
DEPARTMENT OF REVENUE

IN SENATE, January 11, 1978  
REPORT OF THE COMMISSIONER OF REVENUE  
ON THE REVENUE BUDGET FOR FISCAL YEAR 1979

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JAN 11 1978  
STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
COMMUNICATIONS SECTION

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DEPARTMENT OF REVENUE  
COMMUNICATIONS SECTION

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**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 5 IN O'HARE NORTH WEST OFFICE PARK SUBDIVISION IN THE NORTHWEST  
1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID # 09-32-101-018

Property Address: 911 East Touhy Avenue, Des Plaines, IL 60018

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STATE OF ILLINOIS

DEPARTMENT OF REVENUE

PROPERTY TAX STATEMENT FOR THE YEAR 1998  
COUNTY OF COOK

1998-1999

PROPERTY TAX STATEMENT FOR THE YEAR 1998

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