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COOK COUNTY RECORDER



75-40-9000  
95010700

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338

## SUBORDINATION AND ATTORNMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENT AGREEMENT ("Agreement"), is made as of this 31<sup>st</sup> day of March, 1995, between CARRY COMPANIES OF ILLINOIS, INC., an Illinois corporation ("Tenant"), and HOLLY SUGAR CORPORATION, a New York corporation ("Mortgagee").

### RECITALS

A. Blackacre of Illinois, Inc., an Illinois corporation (the "Landlord") and Tenant have entered into that certain Lease dated March 31, 1995 pertaining to certain premises located in Brookfield, Illinois and more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

B. Mortgagee holds a mortgage executed by Landlord encumbering the premises (the "Mortgage").

C. Tenant and Mortgagee desire to enter into this Agreement to set forth certain agreements concerning Tenant's rights under the Lease and Mortgagee's rights under the Mortgage.

### AGREEMENTS

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a material part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Mortgagee agrees as follows:

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1. **Subordination.** Tenant acknowledges that the Lease is now and shall at all times continue to be subject and subordinate in each and every respect to the lien of the Mortgage, unless Landlord, at Landlord's sole discretion, elects in writing to treat such Lease as superior to the Mortgage.

2. **Attornment.** Tenant shall attorn as Tenant under the Lease to the purchaser of the Premises at any foreclosure sale or to the grantee of a deed in lieu of foreclosure (such purchaser or grantee hereinafter referred to as "**Foreclosure Purchaser**") if such Foreclosure Purchaser requests such attornment. Tenant hereby waives the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease or the obligations of Tenant thereunder by reason of any foreclosure or similar proceedings.

3. **No Liability For Mortgagee.** If an attornment by Tenant pursuant to Section 2 occurs, then neither Mortgagee, its successors or assigns, nor the Foreclosure Purchaser shall in any way or to any extent (i) be obligated or liable to Tenant for any prior act, omission or default on the part of the Landlord or any prior landlord under the Lease, or (ii) be obligated or liable to Tenant for any security deposit or any other sums deposited with the Landlord or any prior landlord under the Lease and not physically delivered to Mortgagee, its successors or assigns, or (iii) be subject to any abatement, credit, offset, setoff or defense against, or liable for any act or omission of Landlord, (iv) be bound by any obligation to make any payment to Tenant which was required to be made prior to the time the Foreclosure Purchaser succeeded to the Landlord's interest, or to make payments on account of any work allowance or cash allowance pursuant to the Lease, (v) be bound by any obligation in the Lease to perform work in, repair or make improvements to, the Premises, or (vi) be bound by any previous modification or amendment of the Lease or by any previous prepayment of rent for a period greater than one (1) month, unless such modification, amendment or prepayment shall have been expressly approved in writing by Mortgagee, or its successors or assigns; and Tenant 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 Mortgagee, its successors or assigns or any Foreclosure Purchaser.

4. **Notice.** Tenant agrees to give Mortgagee by registered or certified mail, return receipt requested, a copy of any notice of default under the Lease that is served upon Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within the time period provided for in the Lease, then Mortgagee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if, within thirty (30) days, Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, in which event the Lease shall not be terminated while such remedies are being so diligently pursued.

5. **No Transfer.** Tenant 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,

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or (iii) subordinate or agree to subordinate the Lease to any other lien or encumbrance, without the express prior written consent of the Mortgagee, or its successors or assigns.

6. **Successors and Assigns.** This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns subject to paragraph 6 above; provided, however, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.

7. **Notices.** 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 has been executed by the parties hereto as of this 31<sup>ST</sup> day of March, 1995.

MORTGAGEE:

HOLLY SUGAR CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

MORTGAGEE'S ADDRESS:

Holly Sugar Corporation  
P.O. Box 9  
Sugar Land, Texas 77487  
Attention: Peter C. Carrothers

TENANT:

CARRY COMPANIES OF ILLINOIS, INC.

By: \_\_\_\_\_  
Name: THOMAS WIERINGA  
Its: Chief Executive Officer

TENANT'S ADDRESS:

Carry Companies of Illinois, Inc.  
7830 West 71st Street  
Bridgeview, Illinois 60455  
Attention: Tom Wierenga

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11/11/2010

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STATE OF ILLINOIS  
COUNTY OF COOK

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This instrument was acknowledged before me on the 31st day of March, 1995,  
by Tom Wieringa, Chief Executive Officer of CARRY COMPANIES OF ILLINOIS, INC., an  
Illinois corporation, on behalf of said corporation.

Notary Public  
State of Illinois  
My Comm. Expires

Notary Public, State of Illinois

*Thomas J. Nichols*

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(Subordination and Attornment Agreement)

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or (iii) subordinate or agree to subordinate the Lease to any other lien or encumbrance, without the express prior written consent of the Mortgagee, or its successors or assigns.

6. **Successors and Assigns.** This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns subject to paragraph 6 above; provided, however, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.

7. **Notices.** 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 has been executed by the parties hereto as of this 21<sup>st</sup> day of March, 1995.

MORTGAGEE:

HOLLY SUGAR CORPORATION

By: W. F. Schwer  
Name: William F. Schwer  
Its: Senior Vice President

MORTGAGEE'S ADDRESS:

Holly Sugar Corporation  
P.O. Box 9  
Sugar Land, Texas 77487

TENANT:

CARRY COMPANIES OF ILLINOIS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT'S ADDRESS:

Carry Companies of Illinois, Inc.  
7830 West 71st Street  
Bridgeview, Illinois 60455

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11/11/2024

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STATE OF TEXAS

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COUNTY OF FORT BEND

This instrument was acknowledged before me on the 31 day of March, 1995, by William F. Schwert, Senior Vice Pres. of HOLLY SUGAR CORPORATION, a New York corporation, on behalf of said corporation.

Notary Public, State of Texas

Linda L. Meagher



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11/15/2010

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EXHIBIT A

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 275.0 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 3, A DISTANCE OF 246.34 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF SAID SECTION 3, DISTANT 320.0 FEET SOUTHERLY OF SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 3 TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 105.0 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, BURLINGTON NORTHERN RAILROAD CO'S (FORMERLY CHICAGO, BURLINGTON AND QUINCY RAILROAD CO'S) MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 600.0 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 180.0 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID MAIN TRACK CENTERLINE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 5.0 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY EXTENSION OF THE CENTERLINE OF MORTON AVENUE, ACCORDING TO THE RECORDED PLAT OF THE TOWN OF BROOKFIELD, ILLINOIS; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH SAID NORTH LINE OF SECTION 3; THENCE WESTERLY ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBERS: 18-03-100-009-6001; 18-03-100-009-6002;  
18-03-100-010-6001 & 18-03-100-010-6002

COMMONLY KNOWN AS: 9501 W. SOUTHVIEW AVENUE, BROOKFIELD, ILLINOIS

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