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75 5/27/95
This instrument was prepared by,
and after recording return to:

Michael R. Wolfe
Berger, Newmark & Fenchel, P.C.
222 North LaSalle Street
Suite 1900
Chicago, Illinois 60601
312/762-5050

Permanent Real Estate Tax Index No.:

18-17-304-062-0000

Street Address:

125 Fencil Lane
Hillside, Illinois 60162

95343927

DEPT-01 RECORDING 433.00
140012 TRAN 4311 05/25/95 14124100
45885 4 JPT 4-95-343927
COOK COUNTY RECORDER

ABOVE SPACE FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of May, 1995 among Creative Automation Company (hereinafter referred to as "Tenant") with a mailing address of 125 Fencil Lane, Hillside, Illinois; LaSalle National Trust, N.A., as Trustee under Trust No. 109523 (hereinafter referred to as "Landlord") with a mailing address of 135 S. LaSalle Street, Chicago, Illinois 60690 and The First National Bank of Chicago (hereinafter referred to as "Mortgagee"), with a mailing address of 111 East Busse Avenue, Mount Prospect, Illinois 60056.

W I T N E S S E T H:

WHEREAS, the Landlord entered into a lease with the Tenant dated March 1, 1995 for a portion of the Leased Premises (as hereinafter defined) described on Exhibit A; and

WHEREAS, Landlord has executed and delivered a Mortgage, Security Agreement and Assignment of Leases and Rents (the "Mortgage") encumbering the Real Estate to Mortgagee to secure an indebtedness evidenced by a mortgage note; and

WHEREAS, Mortgagee, as a condition to making the loan secured by the Mortgage ("Loan"), has required this subordination of Tenant's leasehold interest in said Real Estate to the lien of its Mortgage, which subordination Tenant is willing to execute in order to secure the rights of the Mortgagee thereunder;

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

1. Tenant represents and warrants to Mortgagee that Tenant has delivered to Mortgagee concurrently herewith a true, correct and complete copy of the Lease (including all amendments or modifications thereof) and Tenant hereby agrees not to amend or modify the Lease in any material respect without the prior written consent of Mortgagee.

2. Tenant hereby represents and warrants to Mortgagee, as of the date hereof, that there are no known defaults on the part of the Landlord under the Lease and that all of the agreements and provisions therein are in full force and effect, and that Tenant has received no notice of a prior sale, transfer, assignment, hypothecation, or pledge of the Lease or of the rents secured therein, except to Mortgagee.

3. Tenant hereby agrees that all its right, title and interest in and under the Lease is and shall be subject and subordinate to the lien of the Mortgage and any and all of the terms and provisions thereof, including but without limitation, the rights of Mortgagee under such Mortgage to the use and disposition of insurance and condemnation proceeds in accordance with the terms and subject to the limitations of the Mortgage, insofar as each affects the Real Estate, and to all renewals, modifications, consolidations, replacements, and extensions of each thereof, in the same manner and to the same extent as if such Lease had been executed subsequent to the execution, delivery and recording of the Mortgage.

4. Tenant hereby warrants and represents to Mortgagee that there has been no assignment of its rights or interests under the Lease to any party.

5. Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or the Note secured by the Mortgage, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction directs otherwise.

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6. In the event that the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease and if Tenant is in compliance with the terms and provisions of this Agreement and is not in default in the performance or observance of any of the material terms, covenants, provisions, representations and warranties, agreements, conditions and obligations contained in the Lease to be performed or observed by the Tenant thereunder, the Mortgagee agrees to be bound (or to cause its designee 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, its designee or the purchaser at any foreclosure sale of any portion or all of the Real Estate of which the Leased Premises constitutes a part, all rights and obligations under the Lease to continue as though the interest of Landlord has not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under the Lease against the Landlord; provided, however, that the Mortgagee, designee or purchaser shall not be:

(a) liable for any act or omission of any prior landlord (including the Landlord);

(b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord);

(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);

(d) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof except as permitted by this Agreement.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Nothing in this Agreement shall in any way impair or affect the lien created by the Mortgage.

9. Tenant will in no event subordinate or agree to subordinate the Lease to any other lien or encumbrance affecting the Premises without the express written consent of Mortgagee, its successors and assigns and any such subordination or agreement without such consent of Mortgagee or its successors or assigns, shall be void and of no force and effect.

This instrument is executed by LaSALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, 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 LaSALLE NATIONAL TRUST, N.A. 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 LaSALLE NATIONAL TRUST, N.A. by reason of any of the terms, stipulations, covenants and/or statements contained in this

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

TENANT:
CREATIVE AUTOMATION COMPANY

By: [Signature]
Name: JOHN F. FOURNIER
Title: PRESIDENT

LANDLORD:
LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee under Trust No. 109523

By: [Signature]
Name: ROBERT W. LAY
Title: SR. VICE PRESIDENT

MORTGAGEE:
THE FIRST NATIONAL BANK OF CHICAGO

By: [Signature]
Name: MICHAEL WELLS
Title: ACT'Y SOUTH BR

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JEFFREY W. HORWITZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John F. Fournier, President of Creative Automation Company, 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 on this 23rd day of May, 1995.

[Signature]
Notary Public

My Commission Expires:
11/3/98

OFFICIAL SEAL
Jeffrey W. Horwitz
Notary Public, State of Illinois
My Commission Expires 11/03/98

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EXHIBIT A TO
SUBORDINATION AGREEMENT
IN FAVOR OF THE FIRST NATIONAL BANK OF CHICAGO

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 10 AND 11 AND OF VACATED FENCL LANE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 10, SAID POINT BEING 107.11 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID LOTS, A DISTANCE OF 627.00 FEET; THENCE EAST PERPENDICULARLY TO SAID WEST LINE 268.45 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE 61.00 FEET; THENCE NORTH 59 DEGREES, 36 MINUTES, 15 SECONDS EAST 82.95 FEET TO A POINT ON THE LINE DRAWN, 340.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE; THENCE NORTH ALONG SAID PARALLEL LINE 485.93 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 10; THENCE NORTHWESTERLY 97.00 FEET ON SAID NORTHEASTERLY LINE TO A POINT ON A LINE DRAWN PERPENDICULARLY TO SAID WEST LINE THROUGH THE POINT OF BEGINNING; THENCE WEST ALONG SAID PERPENDICULAR LINE 250.79 FEET TO SAID POINT OF BEGINNING, ALL IN HILLSIDE CONGRESS EXECUTIVE PARK, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1966 AS DOCUMENT 20016140, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT DATED AUGUST 22, 1969 AND RECORDED MARCH 26, 1971 AS DOCUMENT 21432862 AS AMENDED BY INSTRUMENT RECORDED DECEMBER 1, 1971 AS DOCUMENT 21729378 FROM WALLACE BUSINESS FORMS, INCORPORATED, A DELAWARE CORPORATION TO CAPAH, INC., AN OHIO CORPORATION TO CONSTRUCT, RECONSTRUCT, MAINTAIN, USE AND OPERATE A RAILROAD SPUR TRACK FOR SWITCHING PURPOSES AND FOR INGRESS AND EGRESS OF RAILROAD CARS AND LOCOMOTIVES OVER THE FOLLOWING DESCRIBED PARCEL OF LAND: THAT PART OF LOT 14 IN HILLSIDE CONGRESS EXECUTIVE PARK SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 203.632 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE TO SAID NORTHEAST CORNER; THENCE NORTH 66 DEGREES, 52 MINUTES, 25 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, AND ALONG THE NORTHWESTERLY EXTENSION OF SAID NORTHEASTERLY LINE (SAID NORTHWESTERLY EXTENSION BEING ALSO THE SOUTHWESTERLY LINE OF GOLF LANE, AS DEEDED PER DOCUMENT 16733018), A DISTANCE OF 204.724 FEET; THENCE SOUTH 23 DEGREES, 07 MINUTES, 35 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID SOUTHWESTERLY LINE, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 66 DEGREES, 52 MINUTES, 25

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SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID GOLF LANE, 104.687 FEET; THENCE SOUTHEASTERLY 256.19 FEET ALONG THE ARC OF A CIRCLE OF 440.7 FEET RADIUS, CONVEX TO THE NORTHEAST (WHOSE CHORD BEARS SOUTH 16 DEGREES; 39 MINUTES, 13.5 SECONDS EAST) TO THE POINT OF INTERSECTION WITH A LINE DRAWN 20 FEET (MEASURED PERPENDICULAR) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 14; THENCE EAST PERPENDICULARLY TO THE EAST LINE OF SAID LOT, 20 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

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11/11/2023