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DEPT-01 RECORDING 535.00  
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1153 4 ER \* 97-469318  
COOK COUNTY RECORDER

Property of Cook County  
This instrument was prepared by  
Raymond J. Walschlager, Esq.  
GMAC Commercial Mortgage Corporation  
100 South Wacker Drive - Suite 400  
Chicago, Illinois 60605

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

LIGHTING

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT, made this 30<sup>th</sup> day of June, 1997, between COUNTRY LIFE INSURANCE COMPANY, hereinafter for convenience referred to as "Mortgagee", and ALKCO MANUFACTURING COMPANY, hereinafter for convenience collectively referred to as "Tenant";

### RECITALS:

a Division of  
SJE Lighting  
Group, Inc.

A. Pursuant to the provisions of Lease Agreement dated as of the 2nd day of November, 1984 ("Lease Agreement") between American National Bank and Trust Company of Chicago, not personally, but solely as Trustee pursuant to Trust Agreement dated May 8, 1990 and known as Trust No. 111954-01 ("Landlord"), and Tenant, Landlord leased and demised to Tenant certain premises ("Leased Premises") located at 11500 Melrose Street, Franklin Park, Illinois, which Leased Premises are legally described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof

B. By the terms and conditions of the Lease Agreement, and particularly Section 2201 thereof, Tenant is required to subordinate its interest in Lease Agreement to any mortgage placed upon the Leased Premises, provided that upon Tenant's performance of all

BOX 383-CT1

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of the covenants, conditions and agreements required of Tenant, Tenant's possession of Leased Premises shall not be disturbed.

C. To secure a Promissory Note of Landlord dated June , 1997, payable to the order of Mortgagee, Landlord executed and delivered to Mortgagee a mortgage conveying Leased Premises, which mortgage was recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois, on June , 1997, as Document No. ("Mortgage").

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) paid by Mortgagee and Tenant to the other, the receipt of which is hereby acknowledged, and the mutual covenants, agreements and promises herein contained, IT IS HEREBY AGREED AS FOLLOWS:

1. Tenant agrees that Lease Agreement is hereby made and shall continue hereafter to be subject and subordinate to the lien of Mortgage, subject however, to the provisions of this Agreement.

2. In the event that Mortgagee, its successors, assigns, nominees or any other party shall come into possession of the Leased Premises by Foreclosure, Deed in Lieu of Foreclosure, or by any other means, and Tenant is not then in default (beyond any grace period set forth in Lease Agreement for curing default) with respect to any covenants or conditions of Lease Agreement to be performed by Tenant, Tenant shall peaceably hold and enjoy Leased Premises for the remainder of the unexpired term thereof, including any extensions, which possession shall be without hindrance or interruption.

3. Mortgagee agrees:

- a). that Tenant shall not be joined as a party defendant in any action or proceeding which may be instituted or taken by Mortgagee by reason of any default in the performance of the terms, covenants, conditions and agreements set forth in Mortgage;
- b). in the event of partial destruction of the Leased Premises or a taking under eminent domain of a portion of the Leased Premises, and either event does not cause a termination of the Lease Agreement, Mortgagee shall make insurance proceeds and/or condemnation awards available to the Landlord for the purpose of restoring or rebuilding the Leased Premises.

4. Tenant agrees that in the event Mortgagee, its successors, assigns, nominees or any other party shall acquire title to Leased Premises or shall succeed to the rights of Landlord pursuant to Lease Agreement:

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- a). Tenant will attorn to Mortgagee, its successors, assigns, nominees or any party acquiring title to Leased Premises and will perform, for the benefit of Mortgagee, its successors, assigns, nominees or any party acquiring title to Leased Premises, all of the terms, covenants and conditions contained in Lease Agreement to be kept and performed by it, and will, at the request of any such party, execute and deliver a written agreement of attornment;
- b). Mortgagee, its successors, assigns, nominees or any other party acquiring title to Leased Premises or succeeding to the right of Landlord pursuant to Lease Agreement shall have agreed to assume the obligations of Landlord under this Lease, but shall not be:
- i). liable for any act or omission of any prior landlord (including Landlord); or
  - ii). subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or
  - iii). bound by any prepayment of rent or additional rent which tenant might have paid for more than the current month to any prior landlord (including Landlord); or
  - iv). liable for the return of any security deposit paid by the Tenant unless the same shall have been transferred from the Landlord to the Mortgagee.

5. The term "Mortgagee" shall be deemed to mean the holder of Mortgage from time to time, or as the same may be assigned, and the term "Mortgage" shall be deemed to mean the Mortgage originally held by Mortgagee, as the same may be renewed, modified, replaced, extended or consolidated with mortgages placed on Leased Premises, dated subsequent to the date of Lease Agreement.

6. This Subordination, Non-Disturbance and Attornment Agreement and the covenants, conditions and promises herein contained, shall inure to the benefit of and be binding upon Mortgagee and Tenant, their respective successors, assigns, grantees and legal representatives.

IN WITNESS WHEREOF, Mortgagee and Tenant have caused this Agreement to be executed by their duly authorized officers, and

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their respective corporate seals affixed hereto, as of the day and year first above written.

Mortgagee: COUNTRY LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

Tenant: ALKCO <sup>LIGHTING</sup> MANUFACTURING COMPANY,  
a Division of JJI Lighting Group, Inc.

By: \_\_\_\_\_  
Title: Secretary

STATE OF ILLINOIS

COUNTY OF MC LEAN

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid do hereby certify that

\_\_\_\_\_, Vice President and Secretary, of the COUNTRY LIFE INSURANCE COMPANY personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of said Company, and as their free and voluntary act, for the uses and purposes therein set forth, and that the seal thereto attached is the corporate seal of said Company.

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their respective corporate seals affixed hereto, as of the day and year first above written.

Mortgagee: COUNTRY LIFE INSURANCE COMPANY

By: Richard L. Scott  
Name: RICHARD L. SCOTT  
Title: ASST. TREASURER

Attest: [Signature]  
Name: KENNETH G. McMillan  
Title: Secretary

Tenant: ALKCO MANUFACTURING COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF MC LEAN

I, Jani M. Neuhalfen, a Notary Public in and for said County in the State aforesaid do hereby certify that Richard L. Scott ~~Vice President~~ and Asst. Treasurer and Kenneth G. McMillan Secretary, of the COUNTRY LIFE INSURANCE COMPANY personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of said Company, and as their free and voluntary act, for the uses and purposes therein set forth, and that the seal thereto attached is the corporate seal of said Company.

Asst. Treasurer  
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Given under my hand and Notarial Seal this \_\_\_\_\_ day of June, 1997.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF Connecticut )  
COUNTY OF Hartford ) SS: Hartford

I, \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donald A. Heres, Secretary ~~President~~ of ALKCO LIGHTING MANUFACTURING COMPANY, and \_\_\_\_\_

~~of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Secretary President and 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 Corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he/she, as Custodian of the corporate seal of said Corporation did affix the said corporate seal of said corporation to 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.~~

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of June, 1997.

Emilia Hillier  
Notary Public

My commission expires: 3/31/98

a Division of  
SSE Lighting  
Corp, Inc.

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## EXHIBIT "A"

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SECTION 19, AFORESAID, 1932.28 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH AT RIGHT ANGLES THERETO, A DISTANCE OF 429.76 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 755.95 FEET TO A POINT IN THE WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 19, AFORESAID, 178.45 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTH EAST 1/4, THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 FOR A DISTANCE OF 178.45 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 712.58 FEET TO THE POINT OF BEGINNING.

11500 Melrose St

Franklin Park, Ill

Per 12-17-405/11-2000

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