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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT, dated ^{as of} August 1, 1997, is between The CIT Group/Equipment Financing, Inc. ("Lender"), having a mailing address at 900 Ashwood Parkway, 6th Floor, Atlanta, Georgia 30338, and O M Namah, Inc., an Illinois corporation, ("Tenant"), having a mailing address at 9200 West Ogden Avenue, Brookfield, Illinois 60513.

RECITALS

A. Tenant has entered into a certain lease ("Lease") dated August 1, 1997, with Maneklal S. Patel and Chandrika M. Patel ("Landlord"), covering property located at 9200 West Ogden Avenue, Brookfield, Illinois 60513, and legally described on Exhibit A attached hereto ("Real Estate").

B. Landlord has executed or is about to execute a Mortgage, Assignment of Rents and Security Agreement dated ^{as of} August 1, 1997, in favor of Lender ("Mortgage") securing a loan ("Loan") made by Lender to Landlord relating to the Real Estate and wherein the Lease is assigned by Landlord to Lender.

C. It is a condition of the Loan that the Mortgage shall be and remain, unconditionally and at all times, a lien upon the Real Estate prior and superior to the leasehold estate of Tenant.

NOW, THEREFORE, in consideration of the foregoing recitals and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, and each party intending to be legally bound hereby, it is hereby agreed as follows:

1. Lease Subordinate. The Lease is and shall be subject and subordinate to the Mortgage insofar as the Lease affects the real and personal property encumbered by the lien of the Mortgage and by the other documents securing repayment of the Loan (collectively, the "Mortgaged Property") of which the Real Estate forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum, all interest accrued thereon and all other amounts and obligations secured thereby.

2. Attornment by Tenant. Tenant will attorn to and recognize Lender, any purchaser at a foreclosure sale under the Mortgage, any person or entity who acquires the Real Estate by deed in lieu of foreclosure and the successors and assigns of any of the foregoing persons or entities as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease; and if Lender should become the owner of the Real Estate by foreclosure or deed in lieu of foreclosure, Lender may, at its option, recognize Tenant as the tenant of the Real Estate upon and subject to all of the terms and conditions of the Lease and at Lender's option the Lease may continue in full force and effect, between Lender and Tenant, subject to the terms and conditions set forth therein for the remaining balance of the term; provided, however, that the obligations of Lender pursuant to any covenants of quiet enjoyment expressed or implied shall be limited to the acts of Lender and those claiming by, under or through Lender.

3. Non-Disturbance. In the event that it should become necessary to foreclose the Mortgage, Lender will not terminate the Lease nor disturb Tenant's possession thereunder nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms,

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covenants or conditions of the Lease beyond any applicable notice and cure or grace period provided in Lease.

4. No Prepayments of Rent More than One Month in Advance. Tenant will not pay any installment of rent or other amounts due under the Lease or any part thereof for more than one month in advance of the date when due under the Lease, without the prior written consent of Lender.

5. Payments to Lender After Notice. After notice is given by Lender pursuant to the Mortgage that all rent and other sums due under the Lease should be paid to Lender, Tenant will pay to Lender, or in accordance with directions of Lender, all rent and other sums due or to become due to Landlord under the Lease.

6. Lender's Rights. In the event that Lender shall succeed to the interest of Landlord under the Lease, or otherwise become entitled to and take possession of the Real Estate, Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges and remedies of Landlord under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Lender were named therein as the landlord, but Lender shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) and shall not be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Lender shall have obtained title to the Real Estate, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender has so obtained title to the Real Estate; or

(b) liable for the return of any security deposit unless such security deposit has been received by Lender either directly or through assignment; or

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

(d) bound by any rent or additional rent which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord); or

(e) bound by any amendment or modification of the Lease made without its prior written consent; or

(f) obligated to reimburse Tenant for any costs, if any, described in the Lease which arise from, or otherwise be obligated or liable to Tenant by reason of, the failure to have the Premises completed and ready for occupancy within the time requirements stated in the Lease; or

(g) obligated to perform the duties of Landlord under the Lease.

7. Notices to Lender of Landlord's Defaults. Tenant agrees to give Lender, by registered or certified mail or personal delivery (and receipted for), a copy of any notice of default served upon Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within the time

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provided for in the Lease, then Lender if it elects to cure such default, 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 to cure such default if, within such thirty (30) days, Lender has commenced and is diligently pursuing the remedies necessary to cure such default (including without limitation commencement of foreclosure proceedings, if necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued.

8. Documents to Confirm. Tenant's attornment pursuant to this Agreement is effective and self-operative without the execution of any other instrument on the part of the parties hereto immediately upon Lender's succeeding to the interest of the Landlord under the Lease, but at the request of Lender, Tenant shall execute such other documents as Lender may reasonable request to confirm such attornment.

9. Waiver of Right to Terminate. Tenant hereby waives the provision 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 its Lease and the obligations of the Tenant thereunder or hereunder by reason of the commencement or pursuit of any foreclosure proceedings.

10. Binding Nature, Partial Invalidity. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such clause or provision only shall be deemed not contained herein and the remainder of this Agreement shall remain operative and in full force and effect as if such invalid, illegal or unenforceable provision or clause had never been contained herein.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TENANT:

O M Namah, Inc., an Illinois corporation

By: Mametal S Patel

Its: Chandice M. Patel

LENDER:

The CIT Group/Equipment Financing, Inc., a
New York corporation

By: Robert J. Levitsky
Robert J. Levitsky

Its: Vice President

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

This instrument was acknowledged before me, a Notary Public in and for said state and county on August 1, 1997, by MANEKAL S. PATEL, IRES, AND A, the SEC of O M Namah, Inc., an Illinois corporation.

CHANDRIKA M. PATEL

(SEAL)



[Signature]
Notary Public

My commission expires _____

STATE OF Georgia)
)
COUNTY OF DeKalb) ss

This instrument was acknowledged before me, a Notary Public in and for said state and county on July 30, 1997 by Robert J. Levitsky, the Vice President of The CIT Group/Equipment Financing, Inc., a New York corporation.

(SEAL)

[Signature]
Notary Public

Notary Public, Clayton County, Georgia
My Commission Expires April 3, 2001

My commission expires: _____

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EXHIBIT A

Legal Description of the Real Estate

LOTS 14, 15, AND 16 IN BLOCK 79 IN S.E. GROSS THIRD ADDITION TO GROSSDALE, BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART CONVEYED TO THE VILLAGE OF BROOKFIELD BY DEED RECORDED NOVEMBER 16, 1983 AS DOCUMENT 26865028 AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 14; THENCE NORTH 84 DEGREES, 36 MINUTES 30 SECONDS WEST 40 FEET ALONG THE SOUTHERLY LINE OF SAID LOTS 14 AND 15; THENCE NORTH 78 DEGREES 50 MINUTES, 13 SECONDS EAST 21.91 FEET; THENCE NORTH 60 DEGREES, 59 MINUTES, 30 SECONDS EAST 9.58 FEET; THENCE NORTH 34 DEGREES, 25 MINUTES, 12 SECONDS EAST 10.30 FEET; THENCE NORTH 24 DEGREES 11 MINUTES 58 SECONDS EAST 9.87 FEET TO A POINT ON THE EAST LINE OF SAID LOT 14; THENCE SOUTH 30 FEET ALONG THE EAST LINE OF SAID LOT 14 TO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

. DEPT-01 RECORDING \$31.00
. T#0012 TRAN 6197 08/05/97 10:22:00
. #9643 # ER *-97-566907
. COOK COUNTY RECORDER
. DEPT-10 PENALTY \$28.00

Common Address: 9200 West Ogden Avenue, Brookfield, Illinois 60512

PINs: 18-03-111-034
18-03-111-035
18-03-111-036

CH12:144545.1 07.29.97 17.51

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