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and after Recording return
to:

97719098

RUDNICK & WOLFE
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601-1293
Attn: David Glickstein, Esq.

DEPT-01 RECORDING
T#0012 TRAN 6832 09/29/97 12:20:10
#5367 # CG *97-71909
COOK COUNTY RECORDER

This space reserved for Recorder's use only.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 20 day of August, 1997, by and between IMC GLOBAL INC., a Delaware corporation, formerly known as IMC FERTILIZER, INC., a Delaware corporation ("Tenant"), SANDERS 2100 LIMITED PARTNERSHIP, an Illinois limited partnership ("Landlord") and LASALLE NATIONAL BANK, a national banking association ("Mortgagee").

RECITALS:

A. Mortgagee is the holder of a certain Mortgage dated June 25, 1992, (the "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to \$10,950,000.

B. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as the "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") dated November 17, 1988 with Landlord, as successor landlord to Lincoln Sanders, Ltd., an Illinois limited partnership, pursuant to which Tenant leased certain premises (the "Leased Premises") consisting of approximately 35,096 rentable square feet of space in the building (the "Building") on the parcel of land (the "Land") legally described in Exhibit A attached hereto (the Land and Building herein being collectively referred to as the "Real Estate").

BOX 333-CTI

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1. Tenant represents and warrants to Mortgagee that the Lease is the only document or agreement governing the tenancy of Tenant with respect to the Leased Premises.

2. Tenant has executed and delivered to Mortgagee a certain Tenant Estoppel Certificate (the "Estoppel Certificate") dated on or about the date hereof. The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenant acknowledges that Mortgagee will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee thirty days following receipt of such notice of Landlord's Default to cure the same. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.

4. Tenant covenants with Mortgagee that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards.

5. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee all leases affecting the Real Estate, including the Lease, and the rents due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee. Landlord agrees that Tenant shall be entitled to rely on any such notice delivered to Tenant by Mortgagee, and to the extent Tenant pays any such rents to Mortgagee, all such rents will be deemed paid under the terms of the Lease, regardless of whether there was an actual default by Landlord under such assignment.

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6. Mortgagee agrees that so long as Tenant is not in default under the Lease:

a. Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage; and

b. The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

7. If Mortgagee or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

a. Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease;

b. Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord) that is not then continuing under the Lease; provided, however, that Tenant's sole remedy against Mortgagee with respect to any act or omission of any prior landlord (including Landlord) that is then continuing under the Lease shall be to assert against Mortgagee any offsets of rent or other defenses which Tenant has against any landlord under the Lease (including Landlord) (subject to the limitation set forth in clause (ii) below);

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee

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with (A) notice of the Landlord's Default that gave rise to such offset or defense and (B) the opportunity to cure the same, all in accordance with the terms of Section 3 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any material amendment or modification of the Lease made without Mortgagee's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord) with respect to any matters arising prior to the date that Mortgagee or such other owner took title to or possession of the building; or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee:

LaSalle National Bank
135 South LaSalle Street
Suite 1225
Chicago, Illinois 60603
Attn: Matt Napoli

With copy to:

Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attn: David A. Glickstein, Esq.

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To Tenant: IMC Global, Inc.
2100 Sanders Road
Northbrook, Illinois 60062
Attention: General Counsel

with a copy to: Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
Attention: Charles Schrank

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

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

Tenant:

IMC GLOBAL INC., a Delaware corporation

By: B. Russell Lockridge
Name: B. Russell Lockridge
Title: Senior Vice President
Human Resources

Mortgagee:

LASALLE NATIONAL BANK, a national banking association

By: [Signature]
Name: [Signature]
Title: Senior Vice President

Landlord:

SANDEPS 2100 LIMITED PARTNERSHIP, an Illinois limited partnership

By: [Signature]
Name: [Signature]
Title: [Signature]

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rochelle Jacobson, a Notary Public in and for said County in the State aforesaid, do hereby certify that B. Russell Lockridge, a Senior Vice Pres. of IMC Global Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on August 20, 1997.



Rochelle A. Jacobson
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rae Rivero, a Notary Public in and for said County in the State aforesaid, do hereby certify that Matthew J. Napoli, a First VP of LASALLE NATIONAL BANK, a national banking association, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such First VP, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on Aug 15 1997.

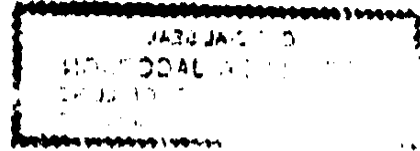


Rae Rivero
Notary Public

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STATE OF Illinois)
COUNTY OF Cook) SS.

I, Rae Rivera, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Rae Rivera as general partner of Sanders 2100 Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he/she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said partnership and as his/her own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 15 day of Sept, 1997.



Rae Rivera
Notary Public

12/10/2000

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EXHIBIT A

Legal Description of Real Estate

Property of Cook County Clerk's Office

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EXHIBIT A

PARCEL 1:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION IN SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF SANDERS ROAD 591.84 FEET SOUTHERLY (MEASURED ALONG THE CENTER LINE OF SANDERS ROAD) OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 446.33 FEET TO THE SOUTHERLY CORNER OF LOT 6; THENCE SOUTH ON THE WEST LINE OF LOT 5, 317.23 FEET, MORE OR LESS, TO A POINT 361.40 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 5; THENCE EAST ON A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 5, 264.0 FEET TO A LINE BETWEEN LOTS 4 AND 5; THENCE EAST ON A LINE 361.40 FEET NORTH OF THE SOUTH LINE OF LOT 4, 227.63 FEET TO THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER OF SAID ROAD 395.98 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF SANDERS ROAD 591.84 FEET SOUTHERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF SAID LOT NO. 4, THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 150.0 FEET TO A POINT; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 92.78 FEET; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 75.00 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE RIGHT FROM THE PRECEDING COURSE EXTENDED 139.26 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 50.00 FEET TO A POINT), SAID POINT BEING IN THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID SANDERS ROAD 229.78 FEET TO THE PLACE OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF INTERSECTION WITH A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE SOUTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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PARCEL 3

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF BEGINNING SAID POINT BEING ON A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5; THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE NORTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 149.94 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 4 AND 5 ABOVE SAID; THENCE WESTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, 267.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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Address: 700 Sanders Rd, Northbrook

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County Clerk's Office