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RECORDING

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DR # -97-741045
COOK COUNTY RECORDER

(The Above Space For Recorder's Use Only)

Property of Cook County Clerk's Office

SUBORDINATION, ATTORNMENT AND
NON-DISTURBANCE AGREEMENT

3380

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") dated this 30th day of September, 1997 between BULKMATIC TRANSPORT COMPANY, an Illinois corporation ("Tenant"), and THE NORTHERN TRUST COMPANY, an Illinois corporation, as agent ("Mortgagee").

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RECITALS:

A. Tenant is the tenant under that certain lease executed between Tenant and PORK CHOP LIMITED PARTNERSHIP, an Illinois limited partnership ("Landlord"), as landlord, dated June 5, 1997, (the lease and all amendments thereto are hereinafter referred to as the "Lease"), covering all or a portion of property legally described in EXHIBIT A attached hereto and made a part hereof (the "Property").

B. Mortgagee is making a loan (the "Loan") to Landlord which is secured, in part, by the lien of a Mortgage (including Security Agreement, Assignment of Rents and Leases, and fixture filing) delivered concurrently herewith by Landlord to Mortgagee, encumbering the Property (the "Mortgage").

C. As a condition to making the Loan, Mortgagee requires that Tenant enter into this subordination, attornment and non-disturbance agreement.

This instrument was prepared by
and, after recording, return to:

Permanent Real Estate
Tax Index Nos.:

Marielle V. Lifshitz
Gardner, Carton & Douglas
321 North Clark Street - 29th Floor
Chicago, Illinois 60610

1st AMERICAN TITLE order # CE112597

2/20/98
JL

32-27-100-004
32-27-100-005

Street Address:
2351 State Street
Chicago Heights, IL



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NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

2. In the event Mortgagee elects to foreclose the Mortgage, Mortgagee will not join Tenant in summary or foreclosure proceedings as long as Tenant has not amended the Lease without Mortgagee's prior written consent, which shall not be unreasonably withheld or delayed, and there is no Event of Default under the Lease.

3. In the event that Mortgagee shall succeed to the interest of Landlord under the Lease and there exists no Event of Default by Tenant under the Lease and Tenant has not amended the Lease without Mortgagee's prior written consent, Mortgagee agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Mortgagee shall not be:

- (a) liable for any act or omission of Landlord or any prior landlord under the Lease;
- (b) subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord;
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;
- (d) bound by any amendment or modification of the Lease made without Mortgagee's prior written consent; or
- (e) liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent Mortgagee has actually received said security deposit.

4. Upon Mortgagee's succeeding to Landlord's interest under the Lease and assuming Landlord's obligations thereunder, subject to Paragraph 3 above, Tenant covenants and agrees thereafter to attorn to Mortgagee or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Mortgagee or any subsequent owner, Tenant shall execute a new lease with Mortgagee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

5. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Mortgagee of such default and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Mortgagee shall have such longer time as

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may be necessary to cure the default; provided that Mortgagee commences the cure within such period and diligently pursues the cure thereafter).

6. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. This Agreement can be modified only in writing duly executed by both parties.

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

LESSEE:

BULKMATIC TRANSPORT COMPANY
an Illinois corporation

By: [Signature]

Its: President

MORTGAGEE:

THE NORTHERN TRUST COMPANY

By: [Signature]

Its: Record Vice President

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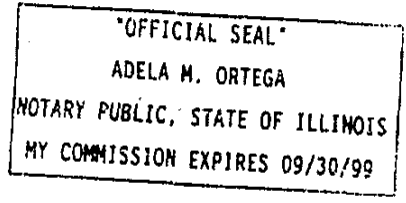
STATE OF ILLINOIS
COUNTY OF COOK) SS.

I, Adela M. Ortega, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that A. V. Bingham, President of Bulkmatic Transport Company, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of such corporation, for the purposes and uses therein set forth.

GIVEN under my hand and official seal, this 30th day of September, 1997.

Adela M. Ortega
Notary Public

My Commission Expires _____



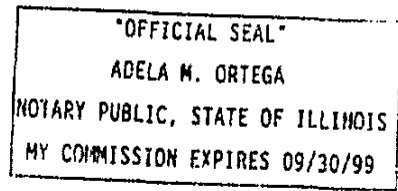
STATE OF ILLINOIS)
COUNTY OF COOK)

I, Adela M. Ortega, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Concepcion Martinez, Second Vice President of The Northern Trust Company, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Second Vice President, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of such banking corporation, for the purposes and uses therein set forth.

GIVEN under my hand and official seal, this 30th day of September, 1997.

Adela M. Ortega
Notary Public

My Commission Expires _____



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EXHIBIT A

Legal Description of Property

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

ALL OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT THEREFROM:

(I) THE WEST 50 FEET OF SAID NORTHWEST 1/4;

(II) THE SOUTH 867.66 FEET OF SAID NORTHWEST 1/4;

(III) THE FOLLOWING TRACT AND ANY PORTION OF SAID NORTHWEST 1/4 LYING NORTH OF THE FOLLOWING TRACT:

A STRIP OF LAND 200 FEET IN WIDTH LYING IMMEDIATELY SOUTH OF AND ADJOINING THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY AS NOW LOCATED AND EXTENDING IN AN EASTERLY AND WESTERLY DIRECTION ACROSS THE WEST 1/2 OF SECTION 27, ALL BEING IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(IV) THE FOLLOWING TRACT:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27, WHICH POINT IS 867.66 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH, ALONG THE EAST LINE, TO A LINE 200 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE WESTWARD, ALONG SAID LINE, FOR A DISTANCE OF 653.14 FEET; THENCE SOUTHEASTWARDLY, ALONG A STRAIGHT LINE, TO A POINT 753.14 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND 100 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27; THENCE SOUTH, ALONG A LINE 100 FEET WEST OF AND PARALLEL WITH THE EAST LINE, TO A POINT WHICH IS 867.66 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 27; THENCE EAST TO A POINT OF BEGINNING, ALL BEING IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A STRIP OF LAND 200 FEET IN WIDTH LYING IMMEDIATELY SOUTH OF AND ADJOINING THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY AS NOW LOCATED AND EXTENDING IN AN EASTERLY AND WESTERLY DIRECTION ACROSS THE WEST 1/2 OF SECTION 27 (EXCEPT THE WEST 50 FEET THEREOF) ALL BEING IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27, WHICH POINT IS 867.66 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH, ALONG SAID EAST LINE, TO A LINE 200 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE WESTWARD, ALONG SAID LINE, FOR A DISTANCE OF 653.14 FEET; THENCE SOUTHEASTWARDLY, ALONG A STRAIGHT LINE, TO A POINT 753.14 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND 100 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 27; THENCE SOUTH, ALONG A LINE 100 FEET WEST OF AND PARALLEL WITH THE EAST LINE, TO A POINT WHICH IS 867.66 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 27; THENCE EAST TO THE POINT OF BEGINNING, ALL BEING IN TOWNSHIP 35 NORTH, RANGE 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCLUDING FROM PARCELS 1, 2 AND 3 ABOVE ALL COAL, OIL, GAS, MINERALS AND MINERAL RIGHTS RESERVED TO GRANTORS IN THE DEEDS RECORDED SEPTEMBER 8, 1992 AS DOCUMENT NUMBERS 92664057 AND 92664058.

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