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Prepared by and after
recording to be returned to:
Terence Keenan
Corus Bank N.A.
10 S. Riverside Plaza
Chicago, IL 60606

Permanent Index No. 10-29-105-009

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is entered into as of this 31 day of OCTOBER, 1997 by and between Hamakor Judaica, Inc. ("Tenant") having its principal place of business located at Unit D, 6153 Mulford Court, Niles, Illinois and Corus Bank, N.A. ("Mortgagee"), having its principal place of business located at 10 South Riverside Plaza, Chicago, Illinois 60606.

RECITALS:

WHEREAS, Tenant has entered into that certain Industrial Building Lease dated October 8, 1989, as amended by a certain First Amendment to Industrial Building Lease, dated April 29, 1994 (the "Lease"), pursuant to which Tenant has leased certain premises commonly known as Unit D, 6153 Mulford Court, Niles, Illinois (the "Leased Premises") comprising all or part of and/or located on the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); and

WHEREAS, LaSalle National Trust N.A. U/T 26-5317-00 (the "Landlord"), as owner of the Leased Premises, will soon execute and deliver to Mortgagee a Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement (in the "Mortgage") encumbering the Real Estate to secure certain indebtedness to the Mortgagee described herein (the "Loan"); and

WHEREAS, Mortgagee, as a condition to making the Loan, has required the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements herein contained and to induce Mortgagee to make the Loan and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, pursuant to the requirements of Section 23 of the Industrial Building Lease, dated October 8, 1989 described above, the parties do hereby covenant and agree as follows:

1. ~~Tenant hereby agrees not to amend or modify the Lease without the prior written consent of Mortgagee.~~
2. Tenant hereby confirms that, as of the date hereof:
 - (a) the Lease is in full force and effect, and there is no existing default under the Lease or circumstance existing that with the passage of time, the giving of notice, or both, would constitute a default under the Lease;
 - (b) no rents have been prepaid except as provided by the Lease, and, except as set forth on Exhibit A hereto, Tenant does not now have or hold any claim against Landlord that might be setoff or credited against Landlord or which might be setoff or credited against future accruing rents or any other sums due from Tenant to Landlord under the Lease; and
 - (c) Tenant has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or of the rents secured therein.

BOX 333-CTI

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3. ~~Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity which Tenant may have 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 hereunder referred to as a "Landlord's Default"), Tenant shall provide Mortgagee with a notice of Landlord's Default (the "Tenant's Notice"), which notice may be sent concurrently with any similar notice to Landlord, specifying the nature thereof and the remedy which Tenant will elect under the terms of the Lease or otherwise. Mortgagee shall have one hundred and eighty (180) days from the date of Tenant's Notice, or such greater time period as available to Landlord under the Lease, within which to commence to cure Landlord's Default and diligently proceed to complete such cure at all times thereafter. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to commence within the time period set forth above or thereafter fails to diligently pursue a cure of any Landlord's Default.~~
4. The Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions for or of the Mortgage, to the full extent of the principal sum together with interest and all other amounts secured thereby.
5. So long as Tenant is not in default under the terms of the Lease, in the event that Mortgagee elects to foreclose the Mortgage, Mortgagee will recognize Tenant's rights under the Lease and will not join Tenant as a party defendant in any foreclosure proceedings except to the extent required in order to foreclose the lien of the Mortgage. In the event that Tenant has amended the Lease without the prior written consent of Mortgagee, Mortgagee will not be bound by any such amendment.
6. Tenant acknowledges that Landlord has assigned the Lease and the rents due and collected in connection therewith to Mortgagee, waives notice of acceptance thereof by Mortgagee and agrees to be bound by the terms and provisions thereof of the Lease, to make no payments contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions.
7. In the event that Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee, its successors and assigns agree to be bound to Tenant under all of the covenants, provisions and conditions of the Lease, ~~(and to the extent that Mortgagee has approved all amendments or modifications thereof, in writing, under all of the covenants, provisions and conditions of the Lease as so amended),~~ and Tenant agrees, from and after such event, to attorn to Mortgagee, any purchaser at any foreclosure sale of the Real Estate, or both, all rights of Mortgagee, as successor to Landlord, all obligations of Tenant under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and Tenant shall have the same right as contained in the Lease ~~(or to the extent that Mortgagee has approved of all amendments or modifications thereof, in writing, as contained in the Lease as so amended);~~ provided, however, that Mortgagee shall not be:
- (a) ~~liable for any act or omission of any prior landlord (including Landlord);~~
 - (b) ~~subject to any offsets which Tenant might have against any prior landlord (including 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 Landlord);~~

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~~(d) bound by any amendment or modification of the Lease made without its consent subsequent to the date hereof; or~~

~~(e) liable for any security deposits which the Tenant might have paid to any prior landlord (including Landlord) unless and until Mortgagee has collected or received any such security deposits;~~

8. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given either when personally delivered and received for or two (2) business days subsequent to when mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Tenant: Hamakor Judaica, Inc.
Unit D
6153 Mulford Court
Niles, Illinois

To Mortgagee: Corus Bank N.A.
10 South Riverside Plaza
Chicago, Illinois 60606
Attn: Terence Keenan

Either party may at any time and from time to time (by providing notice to the other party in the manner set forth above) designate a different address or person, or, both, to whom such notices may be sent.

9. 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, who are entitled to rely upon the foregoing statements.

10. This Agreement has been delivered in and shall be governed by the laws of the State of Illinois.

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

TENANT:

HAMAKOR JUDAICA, INC.

By: 

Title: President

ATTEST:

By: 

Title: Secretary

MORTGAGEE:

CORUS BANK N.A.

By: 

Name: Peter R. Froul

Title: Assistant Vice President

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HAMAKOR JUDAICA, INC. ("TENANT")

OFFSETS UNDER INDUSTRIAL BUILDING LEASE
FOR UNIT D, 6153 MULFORD, NILES, ILLINOIS

1. Tenant has been charged for but has no obligation under the Lease to pay for repair of the roof or the parking lot (other than sealcoating) of the premises.
2. Tenant has been charged for but has no obligation under the Lease to pay for landscaping services with respect to the premises.
3. Tenant has been charged for but has no obligation under the Lease to pay for boiler explosion liability, public liability or other coverages required by lenders with respect to the premises.
4. Tenant has been charged for but has no obligation under the Lease to pay a management fee or administrative service charge with respect to the premises.

EXHIBIT A

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EXHIBIT A

LEGAL DESCRIPTION

Lot 2 in Danly Machine Corporation's Subdivision of part of the North ½ of the Southeast ¼ of the Northeast ¼ of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 6153 Mulford Court, Niles, Illinois

PW: 10-29-105-009

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