

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of December, 1996, by and among BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation (hereinafter referred to as "Tenant"), with a mailing address of 200 Wilmot Road, Deerfield, Illinois 60015, and 159-80 L.L.C., an Illinois limited liability company, with a mailing address of 133 East Ogden Avenue, Hinsdale, Illinois 60521 (hereinafter referred to as "Landlord"), and LASALLE NATIONAL BANK, a Landlord's Mortgagee (hereinafter referred to as "Mortgagee"), with a mailing address of 135 South LaSalle Street, 12th Floor, Chicago, Illinois 60603.

WITNESSETH:

DEPT-01 RECORDING 735.00
130003 FROM 2/27 01/24/97 12:27:00
15045 14 15 8 22--0146 312
COOK COUNTY RECORDER
DEPT-10 FEES 632.00

WHEREAS, Tenant has heretofore entered into a Lease dated August 19, 1996, with Landlord, whereby Landlord has demised to Tenant the premises described in said Lease, which are hereinafter referred to as the "Leased Premises" located on certain real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "real estate"); said Lease together with any amendments or modifications thereof, whether now or hereafter existing, shall be hereinafter referred to as the "Lease"; and

WHEREAS, Landlord has executed and delivered to Mortgagee, a Mortgage and an Assignment of Rents and Leases, each dated December 30, 1996, and filed with the Cook County Recorder of Deeds on December 31, 1996, as Document Nos. 96-983335 and 96-983336, respectively, together with related security documents (collectively the "Mortgage") encumbering the real estate to secure an indebtedness of Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000); and

WHEREAS, Mortgagee, as a condition to making the loan secured by the Mortgage ("Loan"), has requested the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of One Dollar (\$1.00) by each of the parties hereto paid to the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall continue to be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements, and extensions thereof, to the full extent of the principal sum secured thereby and interest accrued and from time to time unpaid thereon, subject to the terms of this Agreement.

2. So long as Tenant is not in default as defined in said Lease in the payment of rent, additional rent or other charges or conditions of the Lease, Tenant shall not be disturbed by Mortgagee in Tenant's possession, enjoyment, use and occupancy of the Leased Premises during the original or any renewal term of the Lease or any extension or modification thereof, and in the event Mortgagee succeeds to the Landlord's interest under the Lease, Mortgagee agrees to be

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3550
+ 32

67.50

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bound by the Lease and all of the terms and conditions thereof. In the event of a conflict between the provisions of the Lease and the Mortgage, the terms of the Lease shall prevail.

3. Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or the Note secured by the Mortgage, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction direct otherwise. Such an assignment of rents shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, Tenant's rights of offset or deduction. Landlord specifically consents to this paragraph 3. Landlord relieves Tenant of all liability for the payment of any sums as required under this paragraph 3. Tenant shall have no liability nor obligation to verify the existence of any default so alleged by Mortgagee.

4. (a) Tenant shall give prompt written notice to Mortgagee of all defaults by Landlord of those obligations under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same.

(b) All notices under this Agreement shall be in writing and if addressed to Tenant, to 200 Wilmot Road, Deerfield, Illinois 60015, Attention Law Department, and if addressed to Mortgagee, to:

LaSalle National Bank
135 South LaSalle Street
12th Floor
Chicago, Illinois 60603
Attn: Mr. John Heiberger

provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

5. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant as a party defendant in any foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease (except to the extent necessary to accomplish the foreclosure and then not to disturb Tenant's possession nor interfere with any of Tenant's rights under its Lease).

6. In the event that the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale, of the real estate and/or Leased Premises or any part thereof, all rights and obligations under the Lease to continue as though the

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interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under the Lease against the Landlord; provided, however, that the Mortgagee, designee or purchaser shall not be:

- (a) liable for any act or omission of any prior landlord (including the Landlord) except those which constitute a default of Landlord under the Lease and of which Tenant has notified Mortgagee;
- (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord) except those which arise out of Landlord's default under the Lease and of which Tenant has notified Mortgagee;
- (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); or
- (d) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

Such Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Tenant agrees that Mortgagee may use all plans and specifications in connection with the Leased Premises to complete the construction of the improvements thereof.

8. If the Lease is terminated under Article 14 of the Lease due to a fire or other casualty, and Tenant is required to pay any insurance or self-insurance proceeds to Landlord as set forth in Article 14 and/or 20 of the Lease, then so long as the Mortgage and Loan shall be in effect, Tenant shall pay such proceeds by a check jointly payable to Landlord and Mortgagee.

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

TENANT:

BOND DRUG COMPANY OF ILLINOIS

By: 

Vice President

ATTEST:

By: 

Assistant Secretary

LANDLORD:

159-80 L.L.C., an Illinois limited liability company

By: 

Jaime J. Javors, Manager

MORTGAGEE:

LASALLE NATIONAL BANK

By: 

Title: AVP

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Exhibit A

Legal Description

A PART OF A TRACT OF LAND, BEING THE NORTH 300.80 FEET OF THE SOUTH 330 FEET (EXCEPT THE EAST 648.00 FEET) OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 13; THENCE NORTH 00 DEGREE 02 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 13 A DISTANCE OF 330.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG A LINE PARALLEL WITH AND 330.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE CONTINUING ALONG SAID LINE PARALLEL WITH AND 330.00 FEET NORTH A DISTANCE OF 500.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREE 16 MINUTES 26 SECONDS WEST ALONG A LINE A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG A LINE PARALLEL WITH AND 190.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 88.96 FEET TO A POINT ON THE WEST LINE OF SAID EAST 648.00 FEET (BEING THE TERMINAL POINT OF SAID DESCRIBED LINE); AND SAID PART LYING EAST OF THE EASTERLY LINE OF PROPERTY CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED AS DOCUMENT 04014885. ALSO, THE WEST 33.00 FEET OF THE NORTH 300.80 FEET OF THE SOUTH 330.00 FEET OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13.

Permanent Real Estate Index No

27-13-300-007-0000 (part of)

Address of Real Estate

Northeast corner of 159th Street and 80th Avenue
Orland Park, IL

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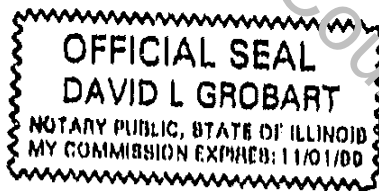
STATE OF ILLINOIS)
)
COUNTY OF LAKE) ss.

I, David L. Grobart, a Notary Public, do hereby certify that Allan M. Resnick, personally known to me to be the Vice President of BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, and Richard C. Hildebrandt personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation 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 7th day of January, 1997.

David L. Grobart
Notary Public

My Commission Expires:



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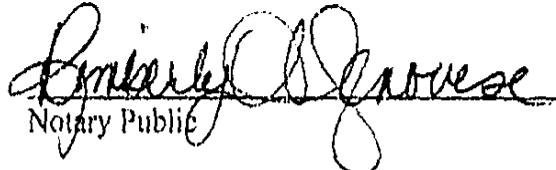
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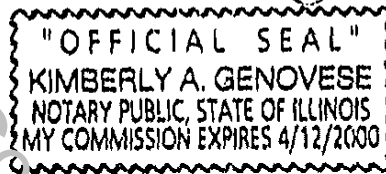
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, KIMBERLY A. GENOVESE, a Notary Public, do hereby certify that Jaime J. Javors, personally known to me to be the Manager of 159-80 L.L.C., an Illinois limited liability company (the "Company"), and 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 that as such Manager, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of December, 1996.


Notary Public

My Commission Expires:



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Gina Venturella, a Notary Public, do hereby certify that John Heiberger, personally known to me to be the Officer of LASALLE NATIONAL BANK, a national banking association, and 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 that as such Officer, he signed and delivered the said instrument as Officer of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation 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 30th day of December, 1996.

Gina Venturella
Notary Public

My Commission Expires:



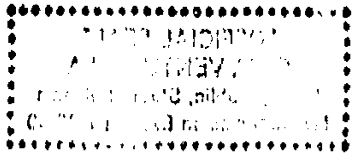
Prepared by and after recording return to:
Kathryn Finn
Bell, Boyd & Lloyd
Three First National Plaza
Chicago, Illinois 60602



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