PREPARED BY AND AFTER RECORDING RETURN TO:

William J. Hawkins Menges, Mikus & Molzafii 303 West Madison Street Chicago, Illinois 60606

97198855

\$39.50 DEPT-01 RECORDING T#0004 TRAN 6104 03/21/97 15:02:00 #5426 # LF #-97-198855 COOK COUNTY RECORDER

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Reference is made to that certain Commercial Lease(the "Lease") dated Mark / 1997 executed by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as successor trustee to First Chicago Trust Company of Illinois, not individually, as trustee u/t/a/d 08/26/95 a/k/a/t/n RV-012248 ("Landlord") and CORRUGATED METALS, INC., an Illinois corporation ("Tenant"), for the premises legally descriped in Exhibit "A" attached hereto and consisting of the property commonly known as 4752-4810 South Hoyne, Chicago, Illinois (the "Premises").

The First National Bank of Chicago ("Mortgagee") holds a first mortgage executed by Landlord encumbering the Premises (the "Mortgage"), which was granted to secure a certain loan made to Landlord and notwithstanding anything in the Lease to the contrary, Mortgagee and Tenant hereby agree:

The Lease and the rights of Tenant chereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of the Mortgage and to all advances made or hereafter to be made upon the security thereof. Tenant agrees co execute and deliver such further instruments, in form and content reasonably satisfactory to Mortgagee, subordinating the Lease to the lien of the Mortgage as may be requested in writing by Mortgagee from time to time. Tenant acknowledges that its title is and always shall be subordinate to the interest of Landlord and Mortgagee in the Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the Landlord or Mortgagee in the Premises. Notwithstanding anything to the contrary herein contained, Mortgagee may, by written notice to Tenant, subordinate its Mortgage to the Lease.



- 2. Upon the foreclosure of the Mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall, if requested by Mortgagee, attorn to and recognize Mortgagee or the purchaser of the Premises at any foreclosure sale or the grantee of a deed in lieu of foreclosure with respect to the Premises (such purchaser or grantee hereinafter referred to as a "Foreclosure Purchaser") as Tenant's Landlord under the Lease.
- Foreclosure Purchaser shall in any way or to any extent be obligated or liable to Tenant (i) for any prior act, or default on the part of the original or any prior landlord under the Lease unless such prior act or default remains uncured at the time Mortgage, or Foreclosure Purchaser comes into possession, or (ii) for any socirity deposit or any other sums deposited with the original or any prior landlord under the Lease, and not physically delivered or credited to Mortgagee, its successors or assigns, or (iii) under any provision in the Lease relating to a duty or obligation of the landlord first accruing prior to the foreclosure or transaction in lieu of foreclosure, unless such prior act or default remains uncured at the time Mortgagee or Foreclosure Purchaser comes into possession, or (iv) with respect to the construction and completion of any improvements on the Premises; and Tenant shall have no right to set up or assert any of the foregoing or any damages arising therefrom as an offset, defense or counterclaim against Mortgagea. Its successors or assigns or any Foreclosure Purchaser.
- 4. Tenant's right to possession of the Premises shall not be disturbed (and the rent and all other provisions of the Lease relating to Tenant's right to possession of the Premises shall be honored without any changes or modification whatsoever) by Mortgagee, its successors or assigns, provided Tenant is not in default under the Lease beyond the applicable notice and cure periods and shall continue to observe and perform its obligations under the Lease relating to the payment of rents and other expenses for a portion of the Premises and shall pay rent and other expenses as provided in the Lease to whomever may be lawfully entitled to the same from time to time without any offset or other dafense.
- 5. Tenant agrees to give Mortgagee or any Foreclosure Purchaser, by registered or certified mail, notice of any default by Landlord under the Lease. Tenant further agrees that if Landlord shall have failed to cure such default within the time, if any, provided for in the Lease, Mortgagee or any Foreclosure Purchaser shall have an additional thirty (30) days after receipt of notice thereof to cure such default or if such default cannot be cured within the time, then Mortgagee or any Foreclosure Purchaser shall have such additional time as may be reasonably necessary to cure such default provided, if within such thirty (30) days Mortgagee or any Foreclosure Purchaser has commenced and is

diligently pursuing the remedies necessary to cure such default (including, but not limited to the commencement of foreclosure proceedings, if necessary, to effect such cure). Such period of time shall be extended by any period during which Mortgagee is prevented from commencing or pursuing such foreclosure proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid for Mortgagee or any Foreclosure Purchaser to cure such defaults shall have expired without cure, Tenant shall have no right to, and shall not terminate the Lease on account of default by Landlord. The Lease may not be modified or amended so as to reduce the rent or shorten the terms or so as to adversely affect in any other material respect the rights of the Landlord thereunder, nor shall the Lease be canceled or surrendered, without the prior written consent of Mortgagee.

- 6. Figure will in no event (i) assign its interest in the Lease, (ii) parmit its interest under the Lease to be assigned by operation of law or otherwise, or (iii) subordinate or agree to subordinate the Lease to any other lien or encumbrance without then express prior written consent of the Mortgagee or its successors or assigns.
- 7. This Agreement shall inure to the benefit of Mortgagee and its successors and assigns and to any successor or assign of Tenant consented to by Mortgagee; provided, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.
- 8. This Agreement shall not afract either the superior lien of the Mortgage or the superior right of Mortgagee to condemnation and insurance proceeds.
- 9. All notices hereunder shall be given in writing by United States registered or certified mail, postage prepaid at the addresses of the parties set forth in the lease or to such other address as the parties may from time to time designate by such a written notice.
- 10. Tenant agrees that this Agreement satisfies any condition or requirement relating to the granting of a non-disturbance agreement. This Agreement may be executed in any number of counterparts, or in any number of counterpart signature pages, all of which together shall be deemed the original and constitute one and the same instrument.

Dated as of March 7 1997. 4752-4810 South Hoyne Chicago, IL 60609 ADDRESS: MORTGAGER THE FIRST NATIONAL BANK OF CHICAGO TOOK COMPANY COMPANY OFFICE TENANT CORRUGATED METALS, INC. By:

97158855

Dated as of March 7 _, 1997, 4752-4810 South Hoyne Chicago, IL 60609 ADDRESS: MORTGAGEE THE FIRST NATIONAL BANK OF CHICAGO By:_ Its: TENANT CORRUGATED METALS, INC. Company Clark's Office

<u>AGREEMENT BY LANDLORD</u>

Landlord, as the Mortgagor under the Mortgage, agrees for itself and for its successors and assigns that (i) the foregoing Subordination, Attornment and Non-Disturbance Agreement (the "Agreement") does not constitute a waiver or partial waiver by Mortgagee of any of its rights under the Mortgage and (ii) the Agreement does not in any way release the Mortgagor from its obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of the Mortgage, and that each of same remain in full force and effect and must be complied with by the Morigagor thereunder and (iii) Mortgagor will not take any action contrary to or inconsistent with the provisions of the JOSTY OF C Agreement.

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as successor trustee to First Chicago Trust Company of Illinois, not individually, as trustee u/t/a/d 08/26/93-8/k/a/t/a BY-012248

This instrument is executed by the undersigned hand Trustee, not personally but solely as Trustee in the exercise of the power and authority contented was and vested in it as such frustee. It is expressly under the authorities that all the warranties, indemnities, 6 ... evenuts, undertakings and agreements for an the part of the Trustee are undertaken by 15.5 ... agreeity as Trustee and not personally. No per trust as a personal responsibility is assumed by or and it of the by asserted or on torceable against the Trust. In account of any warranty, indemnity approximation of the personal responsibility and approximation of the personal responsibility. indomnity, representation, covering undertaking or agree-ment of the Trustoe in this instrument.

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UNOFFICIAL COPY

"A" TIGIHXE

Legal Description of the Premises

PARCEL 1:

LOT 1 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 500.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 14 MINUTES EAST A DISTANCE OF 29.87 FEET; THENCE SOUTH 29 DEGREES 49 MINUTES EAST A DISTANCE OF 41.31 FEET; THENCE SOUTH 37 DEGREES 33 MINUTES EAST A DISTANCE OF 49.44 FEET; THENCE SOUTH 50 DEGREES 23 MINUTES EAST A DISTANCE OF 33.65 FEET; THENCE EAST ALONG A LINE 120 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 431.50 FEET TO THE EAST LINE OF SAID LOT 1 A DISTANCE OF 431.50 MINUTES WEST ALONG THE EAST LINE OF SAID LOT 1 TO THE PLACE OF BEGINNING), IN CONSOLIDATION OF PART OF BLOCKS 14 AND 19 IN STONE AND WHITNEY'S SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 12, 1920 AS DOCUMENT NUMBER 6 559 690 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 (EXCEPT THE SOUTH 155.65 FFZ THEREOF) IN CONSOLIDATION OF PART OF BLOCKS 14 AND 19 IN STONE AND WHITNEY'S SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 38 NORTH, KINGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED MARCH 12, 1920 AS DOCUMENT 6 559 690 IN COOK COUNTY, ILLINCIS.

P. I. N. :

20-07-107-029-0000 20-07-107-034-0000 20-07-107-036-0000

COMMON ADDRESS:

4752-4810 South Hoyne, Chicago, [1] 50609

STATE OF ILLINOIS)
COUNTY OF COOK)
Morney w
County, in the State aforesaid, DO HEREBY CERTIFY, that eggry S. Kasprzyk 1861 Philipper of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as successor trustee to First Chicago Trust Company of
Illinois, not individually, as trustee u/t/a/d 08/26/93 a/k/a/t/n RV-012248 (the "Landlord") who is personally known to me to be the same person whose name is subscribed to the foregoing attached Subordination, Attornment & Non-Disturbance Agreement, appeared before me this day in person and acknowledged thathe signed and
delivered the attached Subordination, Attornment and Non- Disturbance Agreement pursuant to authority, as his free and voluntary act and as the free and voluntary act of the Land Trust for the uses and purposes therein set forth.
March under my hand and Notarial Seal this the day of
My commission expires
Notery Public "OFFICIAL SEAL" CYNTHIA K. HARRIS NOTARY PUBLIC STATE OF ILLINOIS My Commission Blushes
STATE OF ILLINOIS) SS.
COUNTY OF COOK)
I,, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that
"Tenant") who is personally known to me to be the same person whose name is subscribed to the foregoing attached Subordination, Attornment & Non-Disturbance Agreement, appeared before me this day
in person and acknowledged thathe signed and delivered the attached Subordination, Attornment and Non-Disturbance Agreement pursuant to authority, as h free and voluntary act and as the free and voluntary act of the Land Trust for the uses and purposes
therein set forth.
GIVEN under my hand and Notarial Seal this day of
GIVEN under my hand and Notarial Seal this day of
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STATE OF ILLINOIS) SS.
COUNTY OF COOK
County, in the State aforesaid, DO HEREBY CERTIFY, that of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as successor trustee to First Chicago Trust Company of Illinois, not individually, as trustee u/t/a/d 08/26/93 a/k/a/t/n RV-012248 (the "Landlord") who is personally known to me to be the same person whose name is subscribed to the foregoing attached Subordination, Attornment & Non-Disturbance Agreement, appeared before me this day in person and acknowledged that he signed and delivered the attached Subordination, Attornment and Non-Disturbance Agreement pursuant to authority, as he free and voluntary act of the Land Trust for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this day of
Notary Public My commission expires
STATE OF ILLINOIS) SS. COUNTY OF COOK
COUNTY OF COOK)
I, Nijole I. Maskaliunas, a Notery Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Kenneth E. Carlton, of CORRUGATED METALS, INC., an Illinois (the
"Tenant") who is personally known to me to be the same person whose name is subscribed to the foregoing attached Subordination, Attornment & Non-Disturbance Agreement, appeared before me this day in person and acknowledged thathe signed and delivered the attached Subordination, Attornment and Non-Disturbance Agreement pursuant to authority, as his free and voluntary act and as the free and voluntary act and as the free and voluntary act of the Land Trust for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 26th day of February , 1997.
Notary Public My commission expires 4/22/97
OFFICIAL SEAL NIJOLE I. MASKALIUNAS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4:28:97

Desc:104361/1

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	STATE OF ILLINOIS)) 95.
	COUNTY OF COOK)
	The undersigned, ANNE M. MARCHELT, a Notary Public in and for said County, in the State aforesaid, do hereby certify that TERN BROSNAN of The First National Bank of Chicago personally known to me to be the VICETRESIDENT for said Bank, and personally known to me to be the same person whose name is
	subscribed to the attached Subordination, Attornment and Non- Disturbance Agreement, appeared before me this day in person and
	acknowledged thathe signed and delivered the said instrument pursuant to authority, as h free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.
	Given under my hand and seal this 4 day of MALCH. 1997.
!	Notary Public ANNE M. MARCHERT NOTARY PUBLIC STATE OF ILLINOIS
!	My Commission Expires: My Commission Expires 04/23/98
	COUNTY CO
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	The Office