

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 10th day of June, 1998 between LASALLE BANK NATIONAL ASSOCIATION, a national banking association (hereinafter called "Mortgagee"), which has an office at 4747 West Irving Park Road, Chicago, Illinois 60641 and CARRY COMPANIES OF ILLINOIS, INC., an Illinois corporation (hereinafter called "Tenant"), which has an office at 7830 West 71st Street, Bridgeview, Illinois 60455.

7733997, P. 1, JLA 288

WITNESSETH:

WHEREAS, Tenant has entered into that certain Lease dated June 6, 1989, with CHICAGO TITLE AND TRUST COMPANY, not individually, but solely as Trustee under Trust Agreement dated June 23, 1988 and known as Trust No. 1091747 (hereinafter called "Landlord") as lessor, which lease agreement covers certain premises (the "Premises") in that certain real property commonly known as 7800 West 71st Street, Bridgeview, Illinois 60455 and more particularly described on Exhibit A attached hereto and made a part hereof (herein, said lease agreement, together with any and all amendments, modifications, extensions, renewals, consolidations, and replacements thereof now existing or hereafter, with the consent of Mortgagee, entered into, are collectively called the "Lease");

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WHEREAS, Mortgagee has agreed to make a loan to Dutch Associates Limited Partnership, the sole beneficiary of the Landlord and to its affiliate, Blackacre of Illinois, Inc., to be secured by, among other things, the lien of a mortgage (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof, and substitutions therefor, now existing or hereafter entered into, collectively called the "Mortgage") on the Property; and

WHEREAS, the parties hereto desire to set forth their agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The Lease including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon.

2. Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or

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otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease.

3. Mortgagee, for itself and its successors and assigns, and for any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser and transferee (herein, Mortgagee and each such other party is called a "New Landlord"), hereby covenants and agrees with Tenant that in the event mortgagee or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, provided Tenant is not then in default under the Lease, and so long as Tenant is not in default under the Lease, that: (a) the Lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between Mortgagee, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Mortgagee, or such other New Landlord (as the case may be); and (b) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by such Mortgagee or such other New Landlord by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

4. The Tenant hereby agrees to provide Mortgagee with written notice of any default under the Lease by the Landlord and to permit Mortgagee to remedy such default within the applicable grace period, if any, set forth in the Lease, prior to exercising any right or remedy of the Tenant under the Lease. Notwithstanding the foregoing, Tenant agrees that Mortgagee shall have no obligation to remedy any such default.

5. Tenant agrees from time to time, upon notice of more than fifteen (15) days' prior written request by Mortgagee, to execute, acknowledge and deliver to Mortgagee an estoppel certificate containing such information with respect to Tenant and the Lease as Mortgagee may reasonably require.

6. In the event that Mortgagee or any other New Landlord shall succeed to the interest of Landlord under the Lease, Tenant agrees as follows:

A. Mortgagee or such other New Landlord shall not be:
(i) subject to any credits, offsets, defenses, claims or counterclaims which Tenant might have against any prior landlord (including Landlord), except as specifically set forth in the Lease, (ii) bound by any rent or additional rent which Tenant shall have paid more than one month in advance to any prior landlord (including Landlord), (iii) bound by any covenant to under take or complete any improvement to the Premises or the Property, or (iv) bound by any amendment or modification to the Lease, or waiver of any provision of the Lease executed after the date hereof, which has not been consented to in writing by Mortgagee;

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B. No New Landlord (including, without limitation, Mortgagee) shall be liable for: (i) any act or omission of any prior landlord (including Landlord), (ii) return of any security deposit made by Tenant to Landlord unless such New Landlord shall have actually received such security deposit from Landlord, or (iii) any payment to Tenant of any sums, or the granting to Tenant of any credit in the nature of a contribution towards the cost of preparing, furnishing or moving into the Premises or any portion thereof, and

C. Tenant shall look solely to the Property for recovery of any judgment or damages from Mortgagee or such other New Landlord, and neither Mortgagee or such other New Landlord shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. In addition, neither Mortgagee or such other New Landlord nor any successor or assign of Mortgagee or such other New Landlord shall have at any time or times hereafter any personal liability, directly or indirectly, under or in connection with or secured by any agreement, lease, instrument, encumbrance, claim or right affecting or relating to the Property or the Collateral (defined for purposes hereof as defined in the Mortgage) or to which the Property or the Collateral is now or hereafter subject. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Mortgagee or such other New Landlord provided by law or by any other contract, agreement or instrument.

8. Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Tenant will not (a) enter into any subordination agreement with any person other than Mortgagee; or (b) agree to attorn to or recognize any other than that of the Mortgagee or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgagee (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgagee on the Property).

9. Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to an addressee upon the addressee thereof on the earlier of (i) actual delivery to such addressee at its address set out above, or (ii) the third business day after the deposit thereof in the United States mail, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee at its address set out above, with a copy to, in the case of communications to Tenant, 7830 West 71st Street, Bridgeview, Illinois 60455, and with a copy to, in the case of communications to Mortgagee, Jenner & Block, One IBM Plaza, Chicago, Illinois 60611, attention: Rochelle P. Slater. By notice complying with this section, any party may from time to time designate a different address in the 48-contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

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

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and hour first above written.

Mortgagee

LASALLE BANK NATIONAL ASSOCIATION
a national banking association

By: [Signature]
Name: Kevin P. [Signature]
Title: Asst. V.P.

Tenant

CARRY COMPANIES OF ILLINOIS, INC., an
Illinois corporation

By: [Signature]
Name: THOMAS W. [Signature]
Title: V.P.

This instrument prepared by
(when recorded, return to):

Rochelle P. Slater
Jenner & Block
One IBM Plaza
Chicago, Illinois 60611

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Reginald Cunningham, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kevin P. Costello, personally known to me to be the ASST. V.P. President of LASALLE BANK NATIONAL ASSOCIATION, 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 ASST. V.P. President, (he/she) signed and delivered the said instrument as President pursuant to property authority given by the Board of Directors of said national banking association, as his/her free and voluntary act, and as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of June 1998.

Reginald Cunningham
Notary Public

.....[SEAL].....
"OFFICIAL SEAL"
REGINALD CUNNINGHAM
Notary Public, State of Illinois
My Commission Expires 8/28/01
.....

My Commission expires:

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STATE OF Illinois)
)
COUNTY OF Cook) SS

I, Reginald Cunningham, a Notary Public, do hereby certify that Thomas W. ..., personally known to me to be the President of CARRY COMPANIES OF ILLINOIS, INC., an Illinois corporation, 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 President he signed and delivered the said instrument as President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of June 1998.

Reginald Cunningham
Notary Public

(SEAL)

My Commission expires:

REGINALD CUNNINGHAM
Notary Public, State of Illinois
My Commission Expires 8/28/01

LEGAL DESCRIPTION

Exhibit A

THAT PART OF LGTS 2 AND 3 AND THAT PART OF VACATED 70TH STREET IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 AND THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE

SOUTH WEST CORNER OF SECTION 24, THENCE EAST ALONG THE SOUTH LINE SAID SECTION 24, A DISTANCE OF 1273.17 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG THE SOUTH LINE OF SECTION 24, 366 FEET TO A POINT WHOSE WESTERLY LINE BY RECTANGULAR MEASUREMENT FROM THE WESTERLY LINE OF THE 36 FOOT RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE NORTHERLY AND PARALLEL TO SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 793 FEET TO A POINT; THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, 729 FEET TO A POINT 255 FEET WEST OF THE WEST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTH ALONG A LINE 255 FEET WEST OF THE WEST LINE OF SAID RAILROAD RIGHT OF WAY TO A POINT 22 FEET SOUTH OF THE SOUTH LINE OF GILBERT AND WOLF'S BRIDGEVIEW GARDENS UNIT NUMBER 2, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 16, 1950 AS DOCUMENT 14802890; THENCE WEST ALONG A LINE 22 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID GILBERT AND WOLF'S BRIDGEVIEW GARDENS UNIT NO 2, A DISTANCE OF 1195 FEET TO A LINE DRAWN 1179.17 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 24; THENCE SOUTH ON SAID PARALLEL LINE 396.10 FEET TO A POINT; THENCE EAST ON A LINE DRAWN 111.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 24, A DISTANCE OF 97.00 FEET TO A POINT ON A LINE DRAWN 1273.17 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 24, THENCE SOUTH ALONG SAID PARALLEL LINE 911.00 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE SOUTH 33 FEET THEREOF AND EXCEPT THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS): IN COOK COUNTY, ILLINOIS:

BEGINNING AT THE INTERSECTION OF SAID LINE 255.0 FEET WEST OF THE WEST LINE OF SAID RAILROAD RIGHT OF WAY AND SAID LINE 22.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GILBERT AND WOLF'S BRIDGEVIEW GARDENS UNIT NUMBER 2 AFORESAID; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG SAID LINE 22.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GILBERT AND WOLF'S BRIDGEVIEW GARDENS UNIT NUMBER 2 FOR A DISTANCE OF 436.05 FEET; THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHERLY AND HAVING A RADIUS OF 547.0 FEET FOR A DISTANCE OF 139.56 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 91 DEGREES 10 MINUTES 23 SECONDS EAST); THENCE SOUTH 74 DEGREES 50 MINUTES 07 SECONDS EAST 40.0 FEET; THENCE EASTERLY ALONG AN ARC OF A CIRCLE CONVEX SOUTHERLY AND HAVING A RADIUS OF 427.73 FEET FOR A DISTANCE OF 264.12 FEET TO SAID LINE BEING 255.0 FEET WEST OF THE WEST LINE OF RAILROAD RIGHT OF WAY (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 88 DEGREES 00 MINUTES 10 SECONDS EAST); THENCE NORTH 00 DEGREES 17 MINUTES 40 SECONDS EAST ALONG THE LAST DESCRIBED LINE 19.77 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

Address 7500 W. 71st St., Bridgeview, IL

P. N. 18-24-302-017-0000

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