



This Instrument was prepared by

Edward J. Lesniak, Esq.  
Burke, Warren, MacKay & Serritella, P.C.  
330 North Wabash Avenue  
22nd Floor  
Chicago, Illinois 60611

MATL TO:  
Old Kent Bank  
Comm. Loan Administration  
105 S. York St.  
Elmhurst, IL 60126  
Attn: Joyce Spicer

DEPT-01 RECORDING \$35.00  
T#0000 TRAN 0651 10/06/98 09:48:00  
\$2520 CG \*-98-995381  
COOK COUNTY RECORDER

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

RE: 2516 Green Bay Road, Evanston, Illinois 60201

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement") is made by GESCO Corp. ("Tenant"), with its principal place of business at 205 W. Wacker Dr. Suite 1400, Chicago, IL 60606 and OLD KENT BANK, formerly an Illinois banking corporation, now a Michigan banking corporation (the "Bank"), having its principal office at 105 S. York Street, Elmhurst, Illinois 60126.

RECITALS

WHEREAS, the Bank is or is about to be the owner and holder of a certain Mortgage Note, as amended and restated as of the date hereof ("Note"), secured by a certain Mortgage, as modified and extended as of the date hereof ("Mortgage") upon certain real estate commonly and legally described in Exhibit "A" attached hereto and made a part hereof ("Premises");

WHEREAS, by lease agreement dated July 7, 1998 ("Lease"), the Tenant leased all or a portion of the Premises ("Leased Premises") more particularly described in the Lease;

WHEREAS, the Bank has required the execution of this Agreement as a condition to disbursement of the loan proceeds evidenced by the Note; and the parties have agreed to subordination of any and all rights under the Lease to the lien of the Mortgage and continuation of said Lease in the event of default under the Mortgage;

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants hereinafter set forth, the parties hereto covenant and agree as follows:

BOX 333-671

7536943 (handwritten)

Property of Cook County Clerk (watermark)

\$35.00 SN (handwritten)

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## ARTICLE I

### INCORPORATION

1.01 Incorporation. The preambles set forth above constitute a material part of this Agreement and by this reference are incorporated herein as if set forth hereinbelow.

1.02 Tenant Warranty. Tenant represents and warrants to Bank that: (i) the Lease is in full force and effect and is binding upon Tenant and there is no existing uncured or unwaived default thereunder and no event has occurred which with the giving of notice or the passage of time, or both, could constitute or become a default; (ii) Tenant has accepted possession of the Premises and the term of the Lease has commenced; (iii) no rents have been prepaid except as provided for in the Lease and Tenant does not now have or hold any claim against the landlord which might be set off or credited against future accruing rents; (iv) Tenant has no notice of any assignment, hypothecation or pledge of rents accruing under the Lease other than to the Bank; and (v) Tenant has no present right under the Lease to terminate said Lease or abate any rent payments.

## ARTICLE II

### SUBORDINATION

2.01 Subordination. Tenant hereby subordinates all its interest and rights as lessee under the Lease to the lien of the Mortgage held by the Bank, including all extensions, renewals, modifications and future advances under such Mortgage or the Note or notes secured by such Mortgage, subject, however, to the provisions of this Agreement, which Lease shall be effective with respect to the Mortgage as if the Lease was executed subsequent to the execution and recordation of the Mortgage and any extension, renewal, modification or amendment thereof.

2.02 Agreement to Execute. Tenant hereby agrees that it shall, at the request of the Bank, execute such additional documents, in addition to this Agreement, as shall be reasonably necessary to effect and confirm such subordination.

2.03 Attornment. In the event the Bank acquires the Leased Premises through foreclosure, by deed or other conveyance in lieu of foreclosure, or otherwise, the Bank and Tenant agree as follows

a. Tenant will recognize and attorn to the Bank or any person lawfully claiming under, by or through Bank as the landlord under the terms of the Lease and this Agreement. Such attornment shall be effective and self-operative without the execution of any further instruments by either party hereto;

b. So long as Tenant makes all rents and other payments due under the Lease to the party lawfully entitled thereto from time to time and otherwise performs all of Tenant's covenants and agreements contained therein in a timely manner and in accordance therewith,

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and provided that Tenant is not in default under the Lease or this Agreement, the Bank will not join the Tenant as a defendant in any foreclosure proceeding and will specifically acknowledge Tenant's rights under the Lease and that the Lease will continue in full force and effect and that neither the Lease nor Tenant's rights to possess, occupy and use the Leased Premises will be terminated thereby or otherwise interfered with or disturbed;

c. Bank or any person or entity lawfully claiming under, by and through Bank as landlord shall not be: (i) liable for any act or omission of any prior landlord or failure to complete construction; (ii) subject to any offsets or defenses which the Tenant might have against any prior landlord; (iii) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord; (iv) bound by any modification of the Lease made without Bank's consent that is required to be consented to as specified in paragraph 1.02 and 4.01 of the collateral Assignment of Rents and Leases entered into between Bank and the landlord.

2.04 Non-Disturbance. The Bank hereby consents to the Lease and agrees that so long as Tenant keeps and performs the terms and provisions of said Lease on its part to be performed the Bank will recognize the rights of Tenant under the Lease and will not interfere with its possession so long as there is no default of the terms and provisions of the Lease on the part of the Tenant thereunder.

## ARTICLE III

### MISCELLANEOUS

3.01 Notices. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall be required or may be given to any party by another party or parties, it shall be in writing and, any law or statute to the contrary notwithstanding, shall be (1) hand delivered; (2) served by express mail with overnight delivery; or (3) served by certified mail, return receipt requested, addressed as follows:

If to Bank: Old Kent Bank  
105 S. York Street  
Elmhurst, Illinois 60126  
Attn: Commercial Real Estate

If to Tenant: GEBC Corp.  
205 W. Wacker Dr. Suite 1400  
Chicago, IL 60606  
Attn: Jeffrey Himmel

or to such other address as a party may from time to time designate by notice to others, as herein provided. Any notice hereunder shall be deemed to have been given on (1) the date of delivery if hand delivered; (2) the following business day after depositing with express mail service; (3) the third business day following the date of postmarking if addressee fails or refuses to receipt for or accept

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service by certified mail with return receipt requested; or (4) the date of execution of the receipt if by certified mail with return receipt requested. The failure of the addressee to accept any such certified mail shall not constitute a failure to give or receive proper notice.

3.02 Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

3.03 No Effect on Mortgage. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

3.04 Illinois Law to Apply. This Agreement has been entered into and shall be performed in the State of Illinois and the laws of the State of Illinois shall govern the interpretation, construction and enforcement of this Agreement and the rights, duties and obligations of the parties hereto.

3.05 Attorney Fees. In the event any party to this Agreement shall become or be made a party to any litigation to interpret, construe or enforce this Agreement or on account of a breach or default hereunder or otherwise on account of being a party hereto, then the prevailing party, in addition to any other right, remedy, relief, or damages awarded in such litigation, shall also have the right to recover all of said prevailing party's costs and expenses of such litigation, including but not limited to reasonable attorneys' fees.

3.06 Writing Required. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the parties hereto.

3.07 No Waiver. The waiver by any party of any breach hereto shall not at any time be taken or held to be a waiver of any succeeding breach of the same or any other provision hereof.

3.08 Time of Essence; Severability. Time is of the essence in the performance of this Agreement and this requirement may be waived only by a written waiver executed by the party who would otherwise have the right to require such timely performance. Solely for the purpose of determining the legality of this Agreement the various terms and provisions hereof shall be deemed severable; and, in the event any provision hereof shall be held to be invalid or unenforceable, such invalid or unenforceable provision shall be construed as if not originally contained herein.

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IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Agreement as of the 1st day of August, 1998.

TENANT:

~~GEESC Corp.~~  
By: Ronald Scatena  
Print Name: Ronald Scatena  
Title: President

BANK:

OLD KENT BANK, a Michigan banking corporation

By: Judith Wilson  
Commercial Real Estate Officer

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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

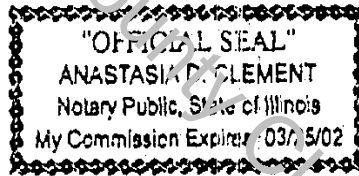
I, ANASTASIA D. CLEMENT, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Jocelyn Urban, Commercial Real Estate Officer of Old Kent Bank, a Michigan banking corporation ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and then and there acknowledge that he/she, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of August, 1998.

Anastasia D. Clement  
Notary Public

My Commission Expires:

3/25/02



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OFFICIAL SEAL  
CLERK OF COOK COUNTY  
JAMES J. COUGHLIN  
110 North Dearborn Street  
Chicago, Illinois 60642

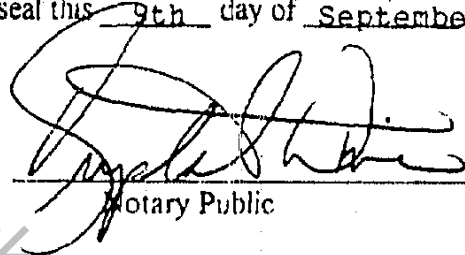
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STATE OF Illinois )  
                  De Page ) SS.  
COUNTY OF COOK )

I, Krystal Wine, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Donald Scatena, as President of GESC Corp., an Illinois Corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and 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 9th day of September 1998.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
OFFICIAL SEALS:  
KRYSTAL WINE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4-21-2001



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**EXHIBIT A  
TO SUBORDINATION, ATTORNMENT  
AND NON-DISTURBANCE AGREEMENT**

LOT 1 IN JAMES MEYERS CONSOLIDATION RECORDED AUGUST 29, 1988 AS DOCUMENT 88393253 OF LOTS 5 AND 6 IN BLOCK 16 IN NORTH EVANSTON, BEING A SUBDIVISION OF PART OF SMITHS SUBDIVISION OF THE SOUTH PART OF THE QUILMETTE RESERVE IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-12-200-028-0000

Common Address: 2516-22 Green Bay Road, Evanston, Illinois.

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