

**PREPARED BY:**

**JAMES B. CARROLL, ESQ.**  
2400 West 95th Street, Suite 501  
Evergreen Park, Illinois 60805  
(708) 422-3766

**MAIL TO:**

**SANDRA A. KELLY**  
Standard Bank and Trust Company  
2400 West 95th Street  
Evergreen Park, IL 60805

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

THIS NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT ("Agreement"), made this 8th day of January, 1998, by, between and among SAV II, L.L.C. ("Lessor"), Evergreen Motor Cars, Inc. ("Lessee") and STANDARD BANK AND TRUST COMPANY, 2400 W. 95th Street, Evergreen Park, IL 60805 ("Lender") and STANDARD BANK AND TRUST COMPANY, a/t/u/t/a dated September 1, 1997, a/k/a Trust No. 15738 ("Land Trustee") as follows:

**RECITALS:**

- A. Lessor is the owner of 100% of the beneficial interest, rights and power of direction in and to Trust 15738 dated September 1, 1997 pursuant to the terms of a Trust Agreement between Land Trustee and Lessor, which Trustee holds fee simple title in and to certain real property (the "Premises") situated in Cook County, Illinois and described in Exhibit "A" attached hereto and by this reference made a part hereof; and
- B. Lessor and Lessee entered into a certain lease dated December 31, 1997 (the "Lease") demising the entire Premises (the "Leased Premises"); and
- C. Lessor will make, execute and deliver to Lender one certain Note (the "Note") secured by a Mortgage (the "Mortgage") and an Assignment of Rents made by Land Trustee of even date with the Note and the direction of Lessor and encumbering the Premises, which Mortgage and Assignment of Rents will be filed for record in the Office of the Cook County Recorder ("Office") under document nos. 98084081 and 98084082 98084080 respectively, subsequent to the execution of this Agreement; and
- D. As additional consideration for the Note, Lessor has joined in the Assignment of Rents made by Land Trustee and has absolutely assigned to Lender the Lease; and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

**E. Lender requires, as a precondition to providing financing for the Premises, that Lessee subordinate to Lender Lessee's right, title and interest in the Leased Premises;**

**NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Lessee, Lessor and Lender, intending to be legally bound hereby, covenant and agree as follows:**

**1. The Recitals above are incorporated herein as Paragraph 1 as if fully restated.**

**2. Provided Lessee is not in default in the payment of rent, taxes, utility charges or other sums payable by Lessee under the terms of the Lease or under any other provision of the Lease and Lessee is then in possession of the Leased Premises:**

**a). The right of possession of Lessee to the Leased Premises shall not be affected or disturbed by Lender in the exercise of any of its rights and remedies under the Note, the Mortgage or the Assignment; and**

**b). In the event Lender obtains title to the Leased Premises through foreclosure under the Mortgage or otherwise, Lessee agrees to continue occupancy of the Leased Premises under the same terms and conditions of the Lease and will attorn to the Lender, its successors or assigns, to the same extent and with the same force as if Lender were the Lessor under the Lease.**

**3. Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of the Lessor under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Lessee under the Lease as though Lender were named therein as the Lessor. Lender shall not, by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation to Lessee under the Lease or otherwise, until Lender shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender has obtained title to the Leased Premises.**

**4. Without Lender's prior written approval, Lessee shall not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment. Unless so approved by Lender, Lender shall not be bound by and shall be entitled to recover from Lessee, as rent under the Lease, any payment of the rent or additional rent made by Lessee to or at the direction of Lessor for more than one month in advance or paid by an amendment or modification of the Lease.**

**5. After notice is given to Lessee by Lender pursuant to the Assignment, which notice will be given only if Lessor is in default under the terms of the Note and Mortgage aforesaid, that the sums due under the Lease should be paid to Lender, Lessee shall pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due and to become due to Lessor under the Lease. Lessor hereby expressly authorizes Lessee to make such payments to Lender and hereby releases and discharges Lessee of, and from liability to Lessor on account of any such payments.**

**6. The Lease and Lessee's leasehold estate created thereby, including all rights and options to purchase the Leased Premises, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modification or replacements thereof.**

UNOFFICIAL COPY

Property of Cook County Clerk's Office

7. This Agreement shall inure to the benefit of and shall be binding upon Lessee, Lessor and Lender, and their respective heirs, personal representatives, successors and assigns. In the event of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

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

LESSEE: EVERGREEN MOTOR CARS, INC. LESSOR: SAV II, L.L.C.

By: [Signature]  
Klare S. Sunderland, President

By: [Signature]  
Klare S. Sunderland, Manager

Attest: [Signature]

Witness: [Signature]  
Attest: [Signature]

Title: Secret.

Title: [Signature]

LAND TRUSTEE: STANDARD BANK AND TRUST COMPANY  
a/t/u/t/a dated September 1, 1997  
a/k/a Trust No. 15738 and not personally.

By: [Signature]  
Bridgette W. Scanlan

Attest: [Signature]

Title: AVP & T.O.

Title: asst Secretary

LENDER: STANDARD BANK AND TRUST COMPANY

By: [Signature]

Attest: [Signature]

Title: [Signature]

Title: asst Secretary

UNOFFICIAL COPY

Property of Cook County Clerk's Office

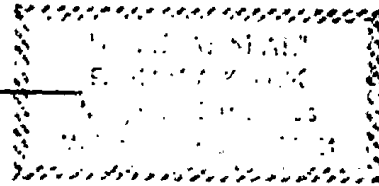
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 )SS.  
COUNTY OF COOK )

The undersigned, a notary public in and for said County and State, **DO HEREBY CERTIFY** that Bridgette W. Scanlan and CLAUDETTE Y TOURVILLE, are personally known to me to be Officers of **STANDARD BANK AND TRUST COMPANY**, an Illinois Banking 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 Officers of said Corporation, they signed and delivered the said instrument 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 their free and voluntary act, and as the free and voluntary act and deed of said Corporation **AS TRUSTEE**, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of January, 1998.

Patricia C. Kravik  
NOTARY PUBLIC



My Commission Expires: \_\_\_\_\_

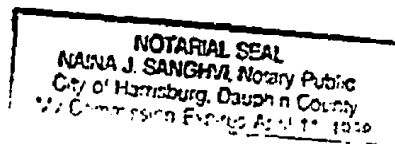
Commonwealth  
STATE OF Pennsylvania )  
 )SS.  
COUNTY OF Dauphin )

The undersigned, a notary public in and for said County and State, **DO HEREBY CERTIFY** that Klare S. Sunderland, personally known to me to be the President of **Evergreen Motor Cars, Inc.**, a Pennsylvania Corporation and Margaret A. Stepi 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 President and (Assistant) Secretary of the Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation, if one is in use, to be affixed thereto, 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 official seal this 8<sup>th</sup> day of January, 1998.

Naina J. Sanghvi  
NOTARY PUBLIC

My Commission Expires: 04-11-98



UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

Commonwealth  
STATE OF Pennsylvania )  
 ) SS.  
COUNTY OF Dauphin )

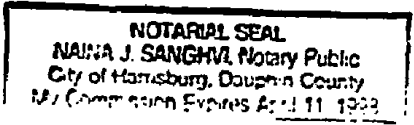
The undersigned, a notary public in and for said County and State, **DO HEREBY CERTIFY** that Klare S. Sunderland, personally known to me to be the Manager of Sav II, L.L.C. an Illinois Limited Liability Company and ~~Margaret A. Stapp~~ <sup>Witness</sup> personally known to me to be the (Assistant) 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 Manager and (Assistant) Secretary of the Limited Liability Company, they signed and delivered the said instrument and caused the corporate seal of said Limited Liability Company, if one is in use, to be affixed thereto, 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 official seal this 8<sup>th</sup> day of January, 1998.

Naina J. Sanghvi  
NOTARY PUBLIC

My Commission Expires: 04-11-98

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )



The undersigned, a notary public in and for said County and State, **DO HEREBY CERTIFY** that JAMES A. O'MALLEY and CLAUDETTE J. TOURVILLE, personally known to me to be Officers of STANDARD BANK AND TRUST COMPANY, an Illinois Banking 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 Officers of said Corporation, they signed and delivered the said instrument 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 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 official seal this 30<sup>th</sup> day of January, 1998

Diane Scorzo  
NOTARY PUBLIC

My Commission Expires: 9/6/01



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**EXHIBIT "A"**  
**TO NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT**

**LOT 2 IN INFINITI RESUBDIVISION OF LOT 693 IN ORLAND GOLF VIEW UNIT 9-A, A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**COMMONLY KNOWN AS: 8470 WEST 159TH STREET, ORLAND PARK, IL 60462**

**P.I.N.: 27-14-313-037-0000**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office