

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (herein called this Agreement) dated December 23, 1997 is made among T.L. SWINT INDUSTRIES, INC., an Illinois corporation (herein called Landlord) and THE CHICAGO TRIBUNE COMPANY, an Illinois Corporation (herein called Tenant) and BARRINGTON BANK AND TRUST COMPANY, N.A., (herein called Mortgagee).

RECITALS

WHEREAS, on December 23, 1997, Landlord has purchased from Inland Property Sales, Inc. and Inland Property Sales, Inc. has conveyed to Landlord fee simple title to the certain premises (herein called the Premises) commonly known as 30 North Street, Park Forest, Illinois, 60466 and legally described as set forth on Exhibit "A" which is attached hereto and made a part hereof as if fully set forth herein.

WHEREAS, Tenant has been a Tenant on the Premises since July 1, 1994 pursuant to a written Office And Warehouse Lease dated July 1, 1994 for a term of ten years with two five-year options to extend made by and between Tenant and PFT Corporation, an Illinois Corporation.

WHEREAS, Mortgagee has agreed to make a mortgage loan in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) to Landlord which is to be evidenced by a promissory note (herein called the Note) in the principal amount of such loan bearing interest at the rate of 7.85% per annum, which is to be secured by a first lien mortgage or deed of trust (herein called the Mortgage), among other additional security, covering the Premises, provided that this Agreement is executed and delivered by Landlord and Tenant

WITNESSETH:

Landlord, Tenant and Mortgagee for and in consideration of these presents and of the mutual covenants herein contained, agree as follows:

ARTICLE 1. DEFINITIONS

1. The following terms shall have the meanings hereinafter specified, unless the context otherwise requires.

Foreclosure Proceedings shall mean the foreclosure by any means provided for in the Mortgage or at law or in equity, including, without limitation, the taking of possession of the Premises pursuant to the Mortgage.

Lease shall mean the lease dated July 1, 1994 between Landlord and Tenant covering the Premises.

BOX 333-CTI

3300
30
63

98121643

72-76-7-200 (5) MS

7

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$33.00
14013 TRAN 9225 02/17/98 09:27:00
#525 # RC *-98-121643
COOK COUNTY RECORDER
DEPT-10 PENALTY \$30.00

UNOFFICIAL COPY

Mortgagee shall include, after any assignment of the Note and the Mortgage, the then holder of the Note and the Mortgage

ARTICLE 2. SUBORDINATION

2. Tenant agrees that the Lease is and shall continue to be subject and subordinate to the Mortgage in accordance with the terms and conditions of that certain Subordination Agreement - Lease dated December 23, 1997 made by and between the parties hereto.

ARTICLE 3. MORTGAGEE BENEFITS

3. Tenant agrees for the benefit of Mortgagee as follows:

- (a) Foreclosure Proceedings shall not terminate the Lease. In the event Mortgagee takes possession of the Premises pursuant to any Foreclosure Proceeding, Tenant agrees to attorn to Mortgagee and, in the event of any foreclosure sale conducted pursuant to any Foreclosure Proceedings, Tenant agrees to attorn to the purchaser (herein called the Purchaser) at such foreclosure sale.
- (b) The terms and provisions of the Lease shall be in full force and effect with respect to obligations of Tenant which accrued or derived from a state of facts or conditions which occurred or existed prior to the date of commencement of any Foreclosure Proceedings.
- (c) The provisions of the Lease shall be in full force and effect with respect to obligations of tenant:
 - (i) from and after the commencement of any Foreclosure Proceedings, and so long as any such Foreclosure Proceedings is conducted with diligence and good faith by Mortgagee; and
 - (ii) at such time as Mortgagee or any purchaser other than a person or entity controlled by or under common control with Landlord (which terms "controlled by" or "under common control with", as used with respect to any person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise) shall become the owner of the Premises pursuant to any Foreclosure Proceedings.

In no event shall the Mortgagee be liable for any act or omission of any prior Landlord, be subject to any offsets or defenses which the Tenant might have against any prior Landlord, or be bound by any rent or additional rent which the Tenant might have paid to any prior Landlord for more than the current month.

DEPT-01 RECORDS
140013 TRAN 9193 02/13/98 10:12:00
45387 SK #98-18774
ODOR COUNTY RECORDER

98121643

UNOFFICIAL COPY

FMDC

TEL: 708-954-5665

Jan 13 '98

10:51 No.001 P.03

4. Mortgagee hereby agrees for the benefit of Tenant as follows:
- (a) The fire and extended coverage insurance on the Premises required by the Lease shall name Mortgagee, Landlord and Tenant as loss payee. If the Premises shall be damaged or destroyed and if the Lease is not terminated in accordance with the terms of Article 11 of the Lease, the insurance proceeds shall be held in escrow for the benefit of Mortgagee, Landlord and Tenant and made available for the restoration of the premises in accordance with the terms of Article 11 of the Lease. The Mortgagee, Landlord and Tenant shall agree to the terms of the escrow agreement. If the Premises shall be taken as a result of the exercise of the power of eminent domain and the Lease is not terminated, Landlord's condemnation proceeds shall be deposited in escrow for the benefit of Mortgagee and Landlord and the Landlord shall release the premises pursuant to its obligation to Tenant in accordance with terms of Article 10 of the Lease.
 - (b) So long as no default by Tenant under the Lease shall have occurred and be continuing so that Landlord would be entitled to enter into and upon the Premises and repossess the same and evict Tenant and thereby terminate the Lease, the Lease shall continue in full force and effect, and the Lease shall not be terminated, cut off or otherwise disturbed except in accordance with the terms and provisions of the Lease. In the event of a Foreclosure Proceedings, Mortgagee shall not name Tenant as a defendant so as to terminate or disturb the Lease or to obtain a judgment against Tenant in any Foreclosure Proceedings. Any sale conducted pursuant to any Foreclosure Proceeding shall be expressly subject to the Lease, and any purchaser shall assume all duties and obligations of Landlord under the Lease.

ARTICLE 5. SEVERABILITY

5. If any provision of this Agreement or the application thereof to any person, entity or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to any person, entity or circumstance other than that to which is held invalid or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 6. NOTICES

6. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid (or if mail service shall be unavailable as the result of a crisis

3

Ducent Conner

98121643

UNOFFICIAL COPY

or other cause beyond the control of the party required to provide such notice, by air or surface parcel delivery service), addressed as follows:

If to Landlord: T.L. Swint Industries, Inc.
2211 Brandbury Road
Inverness, IL 60067
Attn: Thomas L. Swint
Phone: (847) 358-3834

If to Tenant: The Chicago Tribune Company
777 West Chicago Avenue
Chicago, Illinois 60610-2489
Attn: Circulation Real Estate Manager
Phone:

If to Mortgagee: Barrington Bank & Trust Company, N.A.
201 S. Hough Street
Barrington, IL 60010
Attn: W. Bradley Stetson
Phone: (847) 842-4500
Fax: (847) 304-6670

or to such other address as either party may designate to the other by written notice. Any notice by certified or registered mail shall be deemed to have been given on the date of certification or registration thereof. Any notice by air or surface parcel delivery shall be deemed to have been given on the date submitted to the carrier for delivery

ARTICLE 7. MISCELLANEOUS

- 7.1 The rights and obligations hereunder shall be binding upon and shall inure to the parties hereto and their respective personal representative and successors and assigns. This Agreement shall be governed by the laws of the State in which the Premises are located. The headings of the Articles are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement.
- 7.2 Landlord, Tenant and Mortgagee acknowledge receipt of an Environmental Assessment covering the premises.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Chicago, Illinois, on this 10th day of February, 1998.

Landlord:

Tenant:

T.L. Swiss Industries, Inc.

The Chicago Tribune Company

By: _____

By: Vincent Curran

Its: _____

Its: Vice President

Date: _____

Date: 1/8/98

Mortgagee:

Barrington Bank & Trust Company, N.A.

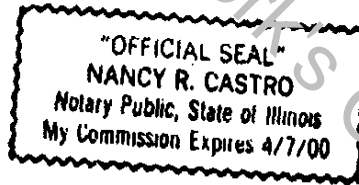
By: _____

Its: _____

Date: _____

Subscribed & Sworn to this 10th day of February, 1998

Nancy R. Castro



98121643

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement by signing and dating this Agreement.

Landlord:

Tenant:

T.L. Swint Industries, Inc.

The Chicago Tribune Company

By: [Signature]

By: _____

Its: [Signature]

Its: _____

Date: 10/30/97

Date: _____

Mortgagee:

Barrington Bank & Trust Company, N.A.

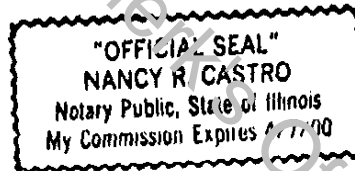
By: [Signature]

Its: EXECUTIVE VICE PRESIDENT

Date: _____

Subscribed & sworn to this 10th day of February, 1998.

Nancy R. Castro



98121648

UNOFFICIAL COPY

LOTS 7 AND 8 IN THE PARK FOREST INDUSTRIAL PARK, A SUBDIVISION OF THAT PART OF THE NORTH 1/4 OF THE NORTHEAST 1/4 LYING EAST OF ORCHARD DRIVE IN SECTION 25, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

property address 30 N. Park St.
Park Forest IL 60466

pin 31-25-207-027
31-25-207-028
31-25-207-029
31-25-207-030

98121643