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1998-05-12 14:02:23 Cook County Recorder 59.00

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Heller Small Business Lending Corp.

500 W. Monroe

Chicago IL 60661

1096030 10/14

BOX 260 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated this 17th day of April, 1998, between Thomas Andrews and Patricia Andrews and Fab Tech ("Tenant"), and HELLER FINANCIAL, INC., Small Business Lending Division, a Delaware corporation ("Lender"), having its principal place of business at 500 West Monroe Street, 15th Floor, Chicago, Illinois 60661.

RECITALS:

A. Tenant is the lessee under that certain lease executed between Tenant and Andrews Converting, Inc., an Illinois corporation ("Landlord"), dated April 7, 1990 (the lease and all amendments thereto are hereinafter referred to as the "Lease"), covering all or a portion of property legally described in Schedule I attached hereto and made a part hereof (the "Property").

B. Lender is making a loan (the "Loan") to Landlord which is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the "Mortgage").

C. As a condition to making the Loan, Lender requires that Tenant enter into this subordination, attornment and non-disturbance agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

ATGF, INC

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2. In the event Lender elects to foreclose the Mortgage or exercise any of its remedies thereunder, Lender will not join Tenant in summary or foreclosure proceedings as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

3. In the event that Lender shall succeed to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender shall not be:

- (a) liable for any act or omission of Landlord or any prior landlord under the Lease;
- (b) subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord;
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;
- (d) bound by any amendment or modification of the Lease made without Lender's prior written consent; or
- (e) liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent Lender has actually received said security deposit.

4. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

5. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender shall have such longer time as may be

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necessary to cure the default; provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

6. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. This Agreement can be modified only in writing duly executed by both parties.

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

TENANT:

FAB-TECH, INC

By: [Signature]
Its: President

LENDER:

HELLER FINANCIAL, INC.

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

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Legal Description:

THAT PART OF BLOCK 8 IN E.S. BADGER'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF BLUFF AVENUE, ACCORDING TO THE PLAT RECORDED JANUARY 23, 1905 AS DOCUMENT 3646569, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTH EAST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 348.00 FEET; THENCE WEST ALONG A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 TO THE WESTERLY LINE OF SAID BLOCK 8, SAID WESTERLY LINE OF BLOCK 8 BEING THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILWAY COMPANY NOW KNOWN AS THE INDIANA HARBOR BELT RAILROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 8 AND ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4 TO THE POINT OF BEGINNING (EXCEPT THE EAST 33 FEET AND EXCEPT THE SOUTH 33 FEET TAKEN FOR HIGHWAY) AND (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTH EAST 1/4 BEING ALSO THE SOUTHEAST CORNER OF SAID BLOCK 8; THENCE NORTH 0 DEGREES 01 MINUTES 22 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 (BEING ALSO THE EAST LINE OF SAID BLOCK 8) A DISTANCE OF 33.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 47 SECONDS WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTH 89 DEGREES 50 MINUTES 47 SECONDS WEST ALONG SAID PARALLEL LINE 15.00 FEET; THENCE NORTH 45 DEGREES 03 MINUTES 56 SECONDS EAST 21.18 FEET TO A POINT IN A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, SAID POINT BEING 15.00 FEET NORTH OF THE AFORESAID DESIGNATED POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 01 MINUTES 22 SECONDS EAST ALONG SAID PARALLEL LINE, 15.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 18-04-418-024

PERMANENT INDEX NUMBER: 18-04-418-025

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STATE OF Illinois)
)ss.
COUNTY OF Cook)

On May 9, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared William More, personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as Vice President of Heller Financial, Inc., a Delaware corporation, the corporation that executed the within instrument and acknowledged to me that such corporation caused the foregoing instrument to be executed pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Kristen L. Reynolds
Notary Public

My commission Expires: 12/11/00



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STATE OF Illinois)
)ss.
COUNTY OF DeWitt)

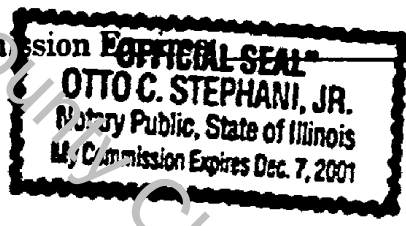
On April 17, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared K. Newton, personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as the President of Fab Tech, a Illinois corporation and acknowledged to me that such corporation caused the foregoing instrument to be executed pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]
Notary Public

[SEAL]

My commission



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