

Tinley Park, IL. 60477  
15940 S. Harlem Ave.  
PN# 151750



99501761

**NON-DISTURBANCE, ATTORNMENT AND  
SUBORDINATION AGREEMENT  
(MORTGAGE)**

**THIS AGREEMENT**, dated this 21st day of April is by and between **Bear, Stearns Funding, Inc.** (the "Mortgagee"), having an office at 245 Park Ave., New York, NY. 10167, and **BRIDGESTONE/FIRESTONE, INC.**, formerly known as the Firestone Tire & Rubber Co., an Ohio Corporation (the "Tenant"), having an office at 2550 W. Golf Road, Rolling Meadows, IL 60008.

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**PRELIMINARY STATEMENTS**

A. The Tenant has executed a Lease dated December 2, 1987 (the "Lease") with Inland Commercial Property Management, Inc. (the "Landlord") for certain premises described in Exhibit A (the "Premises").

B. The Mortgagee holds a mortgage on the Premises or a portion of the Premises. The mortgage is dated May 12, 1999 and is recorded in the office of Cook County Recorder doc#99492315

C. The Tenant and the Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Non-Disturbance, Attornment and Subordination Agreement.

**TERMS OF THE AGREEMENT**

**IN CONSIDERATION** of the mutual covenants of the parties and other good and valuable consideration, the Mortgagee and the Tenant agree as follows:

1. Provided the Lease is in full force and effect and the Tenant is not in default under the Lease (beyond any period given the Tenant to cure such defaults, if any), then:

(a) The Tenant's right of possession to the Premises and the Tenant's other rights arising out of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the mortgage or the note which it secures. Further, the Tenant shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the Lease.

(b) In the event the Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the mortgage, or by conveyance in lieu of

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**BOX 333-CTI**

foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. The Mortgagee covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the mortgage, or otherwise, shall be made subject to the Lease and the rights of the Tenant under the Lease, and the Tenant covenants and agrees to attorn to the Mortgagee, or such person, as its new Landlord, and the Lease shall continue in full force and effect as a direct Lease between the Tenant and Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall the Mortgagee or such person be:

(i) liable for any act or omission of the Landlord;

(ii) subject to any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord;

(iii) bound by any payment of rent or additional rent made by the Tenant to the Landlord for more than one month in advance.

2. The Lease shall be subject and subordinate to the lien of the mortgage and to all of its terms, conditions and provisions, to all advances made or to be made and to any renewals, extensions, modifications or replacements.

3. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, the Tenant agrees to execute and deliver to the Mortgagee or to any person to whom the Tenant agrees to attorn such other instruments as either shall reasonably request in order to comply with these provisions.

4. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

5. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

(End of text. Execution on following page.)

TO INDICATE THEIR AGREEMENT TO THE ABOVE, the parties or their authorized representatives or officers have signed this document.

MORTGAGEE:

TENANT:

BEAR, STEARNS FUNDING, INC.

BRIDGESTONE/FIRESTONE, INC., an Ohio corporation

Signature of J. Christopher Hoeffel  
J. CHRISTOPHER HOFFEL  
VICE PRESIDENT

By: T.A. Leshel  
T.A. Leshel, Manager Assets

Attest: Jeffrey V. Lamine

Attest: Wayne F. Bender, Asst. Secretary  
APR 28 1999

Date: Vice President  
5/11/99

Date:

WITNESS:  
[Signatures]

WITNESS:  
[Signatures]

Prepared by and Return to:

Joseph M. Wiczorek  
Law Department - Real Estate Section  
Bridgestone/Firestone, Inc.  
2550 W. Golf Road  
Rolling Meadows, IL 60008

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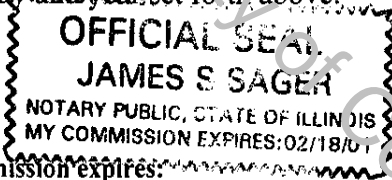
## ACKNOWLEDGMENT - BRIDGESTONE/FIRESTONE

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

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Before me, James S. Sager, a Notary Public in and for the above State and County, on this 23<sup>rd</sup> day of April, 1999, personally appeared T.A. LESHER, Manager of Assets, and WAYNE F. BENDER, Assistant Secretary of Bridgestone/Firestone, Inc., known to me to be the same persons who signed and acknowledged that they signed the foregoing instrument as such Manager of Assets and Assistant Secretary, respectively, of said corporation for and on behalf of the corporation, and that they executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation, for the uses and purposes set forth in the instrument.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.



[Signature]  
Notary Public

My commission expires:

## ACKNOWLEDGMENT - MORTGAGEE

STATE OF New York )  
 ) SS:  
COUNTY OF New York )

Before me, Stavely H. Lord, a Notary Public in and for the above State and County, on this 11 day of May, 1999, personally appeared J. C. Hoeffel, Vice President of Bear Stearns Funding, Inc., known to me to be the same person who signed and acknowledged that (s)he signed the foregoing instrument as such Vice President of said corporation/partnership for and on behalf of said corporation, and that (s)he executed the same as his(her) free and voluntary act and deed and as the free and voluntary act and deed of the corporation, for the uses and purposes set forth in the instrument.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.

[Signature: Stavely H. Lord]  
Notary Public

My commission expires:

STAVELY H. LORD  
Notary Public, State of New York  
No. 01LO6008564  
Qualified in New York County  
Commission Expires 6/15/2000

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Exhibit A

Property Description

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PARCEL 1:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24 WITH THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24 A DISTANCE OF 1223.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 TO A POINT DISTANCE 70.00 FEET WEST MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24, A DISTANCE OF 1173.78 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES AND A RADIUS OF

50.00 FEET, A DISTANCE OF 78.26 FEET TO A POINT OF INTERSECTION, DISTANT 10.00 FEET SOUTH AS MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF 159TH STREET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF 159TH STREET A DISTANCE OF 314.28 FEET TO A POINT; THENCE NORTHWESTERLY IN A STRAIGHT LINE A DISTANCE OF 207.24 FEET TO A POINT ON SAID SOUTHERLY LINE OF 159TH STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF 159TH STREET A DISTANCE OF 641.00 FEET TO THE POINT OF BEGINNING:

ALSO EXCEPTING THE WEST 410.00 FEET LYING SOUTH OF THE SOUTH LINE OF 159TH STREET (AS DEDICATED BY DOCUMENT NO. 10909313) OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 30.00 FEET OF THE NORTH 435.01 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

ALSO SAVE AND EXCEPT, HOWEVER, THE FOLLOWING DESCRIBED PORTION: **99501761**

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 24 A DISTANCE OF 109.80 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE 159TH STREET AS DEDICATED PER DOCUMENT 10909313 WITH THE EAST LINE OF SECTION 24; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 89.65 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A LINE PARALLEL TO AND 20.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 A DISTANCE OF 265.24 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 39 MINUTES 26 SECONDS MEASURED FROM EAST TO SOUTH WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 239.81 FEET; THENCE EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 112.00 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE 46.09 FEET; THENCE EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 173.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE A DISTANCE OF 244.50 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONCAVE TO THE SOUTHWEST HAVING A RADIUS 50.00 FEET AND A CENTRAL ANGLE OF 52 DEGREES 46 MINUTES 6 SECONDS A DISTANCE OF 46.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 24, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 109.80 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 WITH THE EAST LINE OF SECTION 24; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 641.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE SOUTHERLY LINE OF 159TH STREET 284.92 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 38 MINUTES 52 SECONDS MEASURED FROM SOUTH TO EAST WITH THE PREVIOUSLY DESCRIBED LINE 20.00 FEET; THENCE EASTERLY ALONG A



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LINE PARALLEL TO AND 10.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 A DISTANCE OF 835.91 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 36 DEGREES 51 MINUTES 51 SECONDS A DISTANCE OF 32.17 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A LINE PARALLEL TO AND 10.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 A DISTANCE OF 314.07 FEET; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 177 DEGREES 14 MINUTES 0 SECONDS TO THE NORTH WITH THE LAST DESCRIBED LINE A DISTANCE OF 207.28 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24, THENCE WESTERLY ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 A DISTANCE OF 226.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 386.34 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 52 MINUTES 33 SECONDS MEASURED FROM EAST TO NORTH WITH SAID SOUTH LINE, A DISTANCE OF 40.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO AND 40.00 FEET NORTHERLY OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, A DISTANCE OF 253.58 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 32 MINUTES 26 SECONDS A DISTANCE OF 140.56 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

RIGHTS, INTERESTS AND EASEMENTS FOR THE BENEFIT OF PARCEL 1 CONTAINED IN THE DECLARATION OF EASEMENTS AND RESTRICTIONS DATED AUGUST 7, 1987 AND RECORDED AUGUST 21, 1987 AS DOCUMENT NUMBER 87464664, AS AMENDED BY FIRST AMENDMENT RECORDED MARCH 22, 1989 AS DOCUMENT 89127008, AND AS FURTHER AMENDED BY SECOND AMENDMENT RECORDED \_\_\_\_\_, 1998 AS DOCUMENT \_\_\_\_\_, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1986 AND KNOWN AS TRUST NUMBER 66662 PERTAINING TO EASEMENTS FOR ACCESS, CONSTRUCTION AND UTILITIES, COMMON AREA MAINTENANCE, RESTRICTIONS ON USE (INCLUDING LIMITATION OF THE SALE OF ALCOHOLIC BEVERAGES) AND OTHER TERMS AND CONDITIONS AS THEREOF.

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