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Cook County Recorder 63.00

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGI



THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement") is made and entered into as of the 22nd day of June, 1999, by and between HSA/WEXFORD BANCROUP, L.L.C., an Illinois limited liability company and its successors and assigns ("Lender"), and Heritage Partners Incorporated and its wholly owned subsidiary, The Form House, Inc. ("Tenant").

RECITALS

R-1. Lender is or will become the beneficiary under that certain Mortgage or Deed of Trust dated May 27, 1998 (the "Mortgage"), from 7200 Leamington L.L.C. ("Landlord") to Lender, which has been or will be recorded among the Land Records of Cook County, Illinois, encumbering a parcel or parcels of land and the improvements now existing or hereafter erected thereon (the "Mortgaged Premises"), more particularly described in Exhibit A attached hereto and made a part hereof by reference.

R-2. Tenant is the tenant under that certain Lease Agreement (the "Lease") dated March 21, 1994, whereby Tenant leases certain space (the "Demised Premises") in the Mortgaged Premises as further described in the Lease. * [Landlord intends to purchase the Mortgaged Premises from First Industrial L.P. and as purchaser will become the successor to the landlord under the Lease.]*

R-3. Landlord has assigned to Lender by the Mortgage or by a certain Assignment of Leases and Rents (the "Lease Assignment") all of Landlord's interest in the Lease and all rents, rentals, fees, profits, payments and other sums of money now or hereafter arising therefrom.

R-4. Tenant and Lender desire to confirm certain agreements and understandings with respect to the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Tenant hereby covenant and agree as follows:

1. The Lease is and shall continue to be subject and subordinate in all respects to the lien, operation, and effect of the Mortgage and to all extensions, renewals and modifications of or substitutions for, the same. This provision shall be self-operative, and no further instrument of subordination shall be required.

2. So long as Tenant complies with this Agreement and is not in default (beyond any period given Tenant under the Lease to cure such default) in the payment of rent or additional rent or other sums as provided in the Lease, or in the performance or observance of any other term, covenant or condition of the Lease on Tenant's part to be performed or observed, then, except in accordance with the terms of the Lease: (a) Tenant's right to quiet enjoyment under the Lease and possession of the Demised Premises and Tenant's rights and privileges under the Lease, or any extensions, renewals or modifications thereof, shall not be diminished or interfered with by Lender; (b) Tenant's occupancy of the Demised Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any extensions or renewals thereof; and (c) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage or the Lease Assignment.

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3. Tenant agrees that, without Lender's prior written consent, Tenant will not prepay by more than one (1) month any rent or additional rent or other sums due or to become due under the Lease, and Tenant will not hereafter alter, amend, modify, cancel, surrender or terminate the Lease without Lender's prior, written approval, except in accordance with the provisions of the Lease in Articles 13 and 26.

4. If the Demised Premises shall be transferred by reason of foreclosure of the Mortgage or by deed in lieu of foreclosure, or if in any other manner (the person or entity who succeeds to the interest of Landlord under the Lease being hereinafter referred to as "New Owner"), then provided that the New Owner agrees in writing to assume and be bound by all of the Landlord's obligations under the Lease from and after the date New Owner succeeds to Landlord's interest:

(a) Tenant shall be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option contained in the Lease, with the same force and effect as if the New Owner were the original landlord under the Lease, and Tenant hereby attorns to the New Owner as its landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon the New Owner's succeeding to the interest of Landlord under the Lease; provided, however, that Tenant shall be under no obligation to pay rent or additional rent (or other sums payable under the Lease) to the New Owner until Tenant receives written notice from the New Owner that the New Owner has succeeded to the interest of Landlord under the Lease or that the New Owner has exercised its right to receive payment of the rent and additional rent (and/or other sums) pursuant to the provisions of the Mortgage and/or the Lease Assignment; and

(b) Upon the request of the New Owner, Tenant will execute a written agreement whereunder Tenant attorns to the New Owner and affirms Tenant's obligations under the Lease and agrees to pay all rentals, additional rentals and other sums due or to become due under the Lease as they shall become due and payable to the New Owner; and

(c) The New Owner shall be bound to Tenant under the terms of the Lease; provided, however, that, in no event, shall the New Owner: (i) be liable to Tenant for any act or omission of any prior landlord or for any liability or obligation of any prior landlord occurring prior to the date that the New Owner acquires title to the Demised Premises except for matters which Tenant has given written notice thereof to Landlord and Lender prior to the date the New Owner acquires title to the Demised Premises; (ii) be subject to any offset or defense which Tenant might have against any prior landlord except for matters which Tenant has given written notice thereof to Landlord and Lender prior to the date the New Owner acquires title to the Demised Premises; (iii) be bound by any previous amendment, modification, assignment or subletting of the Lease or by any previous payment of rent or additional rent (or other sums) for a period a greater than one (1) month unless such amendment, modification, assignment, subletting or prepayment shall have been expressly approved in writing by the Lender or in the case of an assignment or subletting made in accordance with the terms of the Lease and the consent of the Landlord shall be required thereunder; (iv) be liable to Tenant for any security or other deposits given to secure the performance of Tenant's obligations under the Lease, except to the extent that the New Owner shall have actually received such security or other deposits; or (v) be liable for any obligations of landlord under the lease relating to any period after the New Owner shall have transferred title to any third party.

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5. From and after the date hereof, Tenant agrees to send to Lender a copy of any notice or statement under the Lease at the same time Tenant sends any such notice or statement to Landlord under the Lease.
6. Tenant hereby agrees that from and after the date hereof in the event of any act or omission by Landlord under the Lease which would give Tenant the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, Tenant will not exercise any such right until (i) it has given written notice of such act or omission to Lender by delivering such notice of such act or omission by certified or registered mail, return receipt requested, addressed to Lender, at Lender's address as set forth herein, or at the last address of Lender furnished to Tenant in writing, and (ii) a reasonable period of time for remedying such act or omission shall have lapsed following the giving of such notice and following the time when Lender shall have become entitled under the Mortgage to remedy the same, which period shall be no less than 30 days.
7. Nothing contained in this Agreement shall in any way impair, diminish or otherwise affect in any manner the lien created by the Mortgage, except as specifically set forth herein. Lender agrees that the lien of the mortgage does not cover Tenant's trade fixtures or other personal property.
8. Tenant shall not change the terms, covenants, conditions and agreements of the Lease in a manner which reduces the rent or other charges payable or space demised thereunder or has an adverse effect upon the value of the Landlord's interest thereunder without the express consent in writing of Lender.
9. Anything herein or in the Lease to the contrary notwithstanding, in the event that a New Owner shall succeed to the interests of the Landlord under the Lease, the New Owner shall have no obligation, nor incur any liability, beyond its then interest, if any, in the Mortgaged Premises and Tenant shall look exclusively to such interest of the New Owner, if any, in the Mortgaged Premises for the payment and discharge of any obligations imposed upon the New Owner hereunder or under the Lease and the New Owner is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that with respect to any judgment which may be obtained or secured by Tenant against the New owner, Tenant shall look solely to the estate or interest owned by the New Owner in the Mortgaged Premises and Tenant will not collect or attempt to collect any such judgment out of any other assets of the New Owner.
10. 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 party against whom the same is sought to be asserted.
11. Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.
12. Tenant certifies that the Lease is presently in full force and effect and unmodified and no rent payable thereunder has been paid more than one (1) month in advance of its due date, and that no default by Tenant exists under the Lease which has continued beyond the expiration of any applicable grace period.
13. Lender agrees that the proceeds of any casualty or eminent domain, shall be made available to Tenant subject to and in accordance with the provisions of Articles 13 and 14 of the Lease.

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14. Tenant and Lender each hereby forever waives the provision of any statute or rule of law now or hereafter in effect which may give or purport to give Lender or Tenant any right (other than in accordance with the express terms of the Lease), to terminate or otherwise adversely affect the Lease and the respective obligations of the landlord and tenant thereunder in the event that any foreclosure proceeding is prosecuted or completed or any other right is asserted under the Mortgage.

14. This Agreement shall become effective upon the complete execution hereof by all parties hereto and the recording of the Mortgage, and not before.

15. In the event of a foreclosure, all rights of first refusal, options to purchase, or similar rights in favor of the Tenant and relating to the Demised Premises or the Mortgaged Premises provided for in the Lease shall terminate.

16. This Agreement shall be governed in all respects by the laws of the jurisdiction where the Mortgaged Premises is located and applicable federal law and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Instrument or have caused the same to be executed by their representative thereunto duly authorized.

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[Corporate Seal]
ATTEST:

TENANT:

~~HERITAGE PARTNERS INCORPORATED~~

~~By: _____
Its: _____~~

THE FORM HOUSE, INC.

By: Wil Garland
Its: President

STATE OF)

COUNTY OF)

This instrument was acknowledged before me on June 22, 1999 by Wil Garland
the President of The Form House Inc., a _____
on behalf of said _____

Lisa Anderson
Notary Public

My Commission Expires: 11/06/2002

(Notarial Seal)

OFFICIAL SEAL
LISA MARIE ANDERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/08/02

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[Corporate Seal]
ATTEST:

LENDER:
HSA/WEXFORD BANCORP, L.L.C.

By: Steve Byers
Steve Byers

STATE OF ILLINOIS
COUNTY OF COOK

This instrument was acknowledged before me on June 23, 1999 by Steve Byers, the CEO of HSA/Wexford Bancorp, L.L.C., an Illinois limited liability company on behalf of said entity.

Notary Public Kathleen Stancik
My Commission Expires: 6/24/02

(Notarial Seal)



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EXHIBIT A

Legal Description

THAT PART OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 175 FEET OF SAID NORTHEAST 1/4, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE NORTHEAST 1/4, AND PASSING THROUGH SAID NORTH LINE 2286.59 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH ALONG SAID RIGHT ANGLE LINE, 824 FEET; THENCE WEST AT RIGHT ANGLES, 646 FEET; THENCE NORTH AT RIGHT ANGLES, 660.49 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHEAST, AND TANGENT WITH THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 209.47 FEET, A DISTANCE OF 158.10 FEET TO THE SOUTH LINE OF THE NORTH 175 FEET OF THE NORTHWEST 1/4 AFORESAID; THENCE EAST ALONG SAID LINE AND ALSO ALONG THE SOUTH LINE OF THE NORTH 175 FEET OF THE NORTHEAST 1/4 AFORESAID, 702.89 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE BELT RAILWAY COMPANY OF CHICAGO BY DEED RECORDED AUGUST 16, 1973 AS DOCUMENT NO. 22442473 AND FURTHER EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 175 FEET OF SAID NORTHWEST 1/4, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE NORTHWEST 1/4, AND PASSING THROUGH SAID NORTH LINE 2,989.47 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 209.47 FEET TO ITS POINT OF INTERSECTION WITH A WESTERLY CURVED LINE OF THE 25 FOOT STRIP OF LAND CONVEYED TO THE BELT RAILWAY COMPANY OF CHICAGO BY DEED RECORDED AUGUST 16, 1973 AS DOCUMENT 22442473; THENCE NORTHEASTERLY ALONG SAID CURVED LINE, CONVEX NORTHWESTERLY HAVING A RADIUS OF 240.01 FEET TO ITS POINT OF INTERSECTION WITH THE SAID SOUTH LINE OF THE NORTH 175 FEET OF THE NORTHWEST 1/4 OF SECTION 28; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

Address: 7200 S. Leamington
Bedford Park, Illinois
PIN#: 19-28-101-030-0000;
19-28-200-032

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