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1999-09-14 11:08:23
Cook County Recorder 33.00

Prepared by:
Allen C. Wesolowski
Martin & Karczas, Ltd.
30 N. LaSalle Street
Chicago, IL 60602

Mail to:
Archer Bank
4970 S. Archer
Chicago, IL 60632



99870283

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT OF LEASE

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Ⓟ

WHEREAS, JOSE B. DOMINGUEZ and YOLANDA DOMINGUEZ, (hereinafter collectively called "Borrower") seek to borrow \$431,250.00 from ARCHER BANK (hereinafter called "Lender") and Lender is willing to lend said sum;

WHEREAS, in order to induce Lender to make said loan, Borrower wishes to secure this loan with a mortgage in favor of the Lender upon the real estate commonly known as 7647 S. Kedzie Chicago, Illinois (hereinafter called the "Property") and legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, DESITTER CARPETS, INC., an Illinois corporation, (hereinafter called "Tenant") holds a leasehold interest upon the Property, by virtue of a lease dated September 1, 1999 between Tenant and Borrower (hereinafter called "Lease").

WHEREAS Lender requires Tenant to subordinate its leasehold interest in the Property and personalty by virtue of the Lease in favor of the Lender's mortgage dated September 1, 1999 which secures a note in the amount of \$431,250.00;

WHEREAS Tenant is willing to subordinate its leasehold interest in the Property, provided

BOX 333-CTI

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Lender is willing not to disturb Tenant's rights of possession and use of the Property, upon and subject to the conditions and limitations herein contained;

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Tenant acknowledges that its leasehold interest in the Property shall be subordinate to the mortgage interest of Lender given to secure a note and any other obligations secured thereby, present or future, which mortgage interest is evidenced by a Mortgage dated September 1, 1999.
2. Tenant further acknowledges that its leasehold interest shall remain subordinate to the mortgage interest of the Lender as long as the note, or any other sums advanced by lender and secured by Lender's mortgage remain unpaid.
3. Tenant shall not prepay rent to Borrower, for a period more than one month, without the written consent of Lender
4. In the event Lender shall foreclose its mortgage upon the Property and title shall be transferred to Lender, its successors or assigns, Lender, its successors or assigns, shall not be liable to Tenant for any security deposit paid under the terms of the Lease, unless the security deposit is transferred to Lender by Borrower.
5. Lender agrees that in the event of foreclosure of Lender's mortgage, or other enforcement of the terms and conditions of Lender's mortgage, or in the event Lender comes into possession or acquires title to the Property as a result of foreclosure or the threat thereof, or as a result of any other means, such action shall not result in either a termination of the Lease or a diminution or impairment of any of the rights granted to Tenant in the Lease or in an increase in any of Tenant's obligations under the Lease, so long as Tenant is not in default of the Lease beyond any applicable cure periods, if any, and continues to observe and perform all of Tenant's obligations

under the Lease.

6. Tenant agrees with Lender that if the interest of the landlord in the Property shall be transferred to Lender by reason of foreclosure or other proceedings, or by any other manner, or in the event of a foreclosure sale of the Property to any other person, firm, or corporation, then in any of said events, Tenant shall be bound to Lender or such purchaser, grantee or other successor to landlord's interest ("Successor Landlord") under all of the terms, covenants and conditions of the Lease, subject to the conditions and limitations therein contained, for the balance of the term remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Successor Landlord were the landlord under the Lease, provided the Successor Landlord shall be deemed to have assumed all of the terms, covenants and conditions of the Lease on the landlord's part to be kept, performed and observed subject to the conditions and limitations herein and therein contained. Tenant does hereby agree to attorn to the Successor Landlord.

7. Tenant agrees that a Successor Landlord shall not be:
- (a) liable for any act or omission of any prior landlord under the Lease or for failure to complete construction;
 - (b) bound by any Rent which Tenant may have paid more than one month in advance to any prior landlord except for Rent actually received by Successor Landlord;
 - (c) obligated to perform any work in the Property or any part thereof, other than such work which is required to be performed by the landlord under the Lease; or
 - (d) be personally liable in any respect under the Lease.
8. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto,

and their respective heirs, executors, administrators, successors and assigns.

- 9. This Agreement shall be construed according to the laws of the State of Illinois.
- 10. This Agreement may be signed in counterpart.

IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the 1st day of September, 1999.

DESITTER CARPETS, INC., Tenant

By: _____
Its President

Jose B. Dominguez by POA

JOSE B. DOMINGUEZ
By Yolanda Dominguez, Attorney in Fact

Yolanda Dominguez

YOLANDA DOMINGUEZ

ARCHER BANK, Lender

By: *Michael T. Tatum*

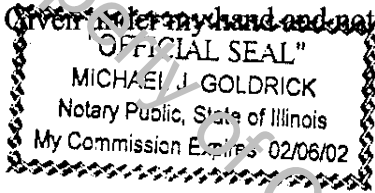
His ~~President~~
Commercial Loan Officer

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, M. Goldrick, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the President of DeSitter Carpets, Inc. and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth, and that the said instrument was signed and delivered in the name and in behalf of said corporation, as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 1ST day of September, 1999.

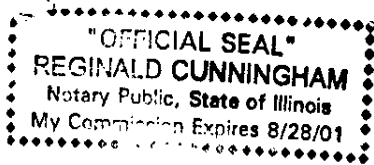


M Goldrick
Notary Public

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that YOLANDA DOMINGUEZ, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of Jose B. Dominguez pursuant to a Power of Attorney granted to her, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of September, 1999.



Reginald Cunningham
Notary Public

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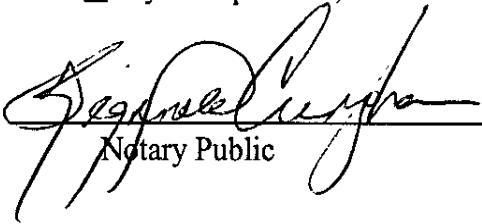
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Michael Nisbet, of ARCHER BANK, and known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of September, 1999.





Notary Public

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EXHIBIT A

LEGAL DESCRIPTION FOR 7647 S. KEDZIE, CHICAGO, IL

LOTS 19 TO 29, BOTH INCLUSIVE, IN BLOCK 15 IN WABASH ADDITION TO CHICAGO IN NORTH ½ OF THE SOUTH ½ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE ENTIRE 16 FOOT EAST-WEST VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS, IN COOK COUNTY, ILLINOIS.

PIN: 19-25-308-008; 19-25-308-009; 19-25-308-015; 19-25-308-016

Property of Cook County Clerk's Office

and their respective heirs, executors, administrators, successors and assigns.

9. This Agreement shall be construed according to the laws of the State of Illinois.

10. This Agreement may be signed in counterpart.

IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the 1st day of September, 1999.

DESITTER CARPETS, INC., Tenant

By: Steven P. Desitter
Its President

JOSE B. DOMINGUEZ
By Yolanda Dominguez, Attorney in Fact

YOLANDA DOMINGUEZ

ARCHER BANK, Lender

By: _____
Its President