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8211/0246 27 001 Page 1 of 9
1999-10-07 14:26:25
Cook County Recorder 37.00

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 925
Chicago, Illinois 60603

PERMANENT TAX INDEX NUMBERS:

12-19-100-025-0000

PROPERTY ADDRESS:

480 Podlin Drive
Bensenville, Illinois 60106

9-20-99
20 842288

SUBORDINATION AND ATTORNMENT AGREEMENT

This SUBORDINATION AND ATTORNMENT AGREEMENT is made and entered into as of March 30, 1999 (the "Agreement"), by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, whose address is 120 South La Salle Street, Lower Level, Chicago, Illinois 60690, not personally, but solely as Successor Trustee (the "Trustee") under a Trust Agreement dated July 3, 1975 and known as Trust No. 5810 (the "Trust Agreement"), and WAYNE PATRICK FILOSA and GUISEPPE MARCHESE (collectively, the "Beneficiary"; the Trustee and the Beneficiary being collectively referred to herein as the "Landlord"), whose address is c/o Allrite Sheet Metal, Inc., 2950 North Commerce Street, Franklin Park, Illinois 60131, WESTERN FABRICATING COMPANY, LTD., an Illinois corporation (the "Tenant"), whose address is 480 Podlin Drive, Bensenville, Illinois 60106, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Assignee"), whose address is 4747 West Irving Park Road, Chicago, Illinois 60641.

RECITALS

A. The Tenant is the tenant under that certain Industrial Building Lease dated December 28, 1998 between the Beneficiary, doing business as F & M Building Partnership, as lessor, and the Tenant, as lessee (along with any and all extensions, modifications, replacements and renewals thereof being collectively referred to herein as the "Lease"), pertaining to and covering that certain real estate which is legally described on Exhibit "A" attached hereto and the buildings and improvements located thereon (the "Property").

B. The Beneficiary is the owner of one hundred percent (100%) of the beneficial interest and power of direction in and to the Trust Agreement.

BOX 333-CTI

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C. The Lender is presently contemplating the making of a loan (the "Loan") to the Trustee secured by the Property and this Agreement is entered into by the parties hereto with the intention of having the Lender rely thereon in making and disbursing the Loan.

WARRANTIES, COVENANTS and AGREEMENTS

1. The Landlord, the Tenant and the Lender hereby agree and acknowledge that the Lease, and all of the Landlord's and the Tenant's respective rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to that certain Mortgage, Security Agreement and Financing Statement dated as of March 30, 1999, executed by the Trustee to and for the benefit of the Bank and joined in by the Beneficiary, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on ~~April~~ ^{October} 7, 1999 as Document No. 99 951293, and all modifications, replacements and amendments thereof (collectively, the "Mortgage"), and all other documents, including that certain Assignment of Rents and Leases dated as of March 30, 1999, jointly and severally executed by the Landlord to and for the benefit of the Lender and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on ~~April~~ ^{October} 7, 1999 as Document No. 99 951294, and all modifications, replacements and amendments thereof (collectively, the "Assignment of Rents"), now or hereafter securing the Loan (the Mortgage, the Assignment of Rents and all other documents being collectively referred to herein as the "Loan Documents"), to the same extent as if the Loan Documents had been executed, delivered and recorded prior to execution of the Lease.

2. The Tenant agrees that it will not, after the date hereof, subordinate the Lease to any mortgage, deed of trust or other lien encumbering the Property, other than the Loan Documents, without first obtaining the written consent of the Lender.

3. The Landlord and the Tenant hereby acknowledge and agree that the Lender shall have the right at any time to elect, by a notice in writing given to the Landlord and the Tenant, to make the Lease superior to the Loan Documents, and, upon the giving of such notice to the Landlord and the Tenant, the Lease shall be deemed to be prior and superior to such Loan Documents and the interest thereby created and evidenced.

4. The Lease shall not, after the date hereof, be terminated, surrendered, renewed (except as specifically permitted by the Lease), or modified without first obtaining the prior written consent of the Lender, and rent shall not be paid more than one month in advance.

5. The Tenant hereby acknowledges that the interest of the Landlord under the Lease shall be assigned to the Lender solely as security for the Loan, and the Lender (a) shall not be liable for any claims for damages or setoffs arising out of the Landlord's interest in the Lease or the Property, for the return of any security deposit unless it has specifically been received by the Lender, for any act committed by the Landlord or any breach or failure to perform by the Landlord, and (b) shall not be obligated by reason of the Mortgage or the Assignment of Rents or the exercise of any rights granted therein to perform any obligation of the Landlord under the Lease.

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6. In the event of any default by the Landlord under the Lease, the Tenant shall promptly give written notice of such default to the Lender and, in such event and prior to the exercise by the Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, the Lender shall have the right, but not the obligation, to cure such default within thirty (30) days following the receipt of such notice (except that if the Lender cannot reasonably cure such default within such thirty day time period, such period shall be extended for a reasonable additional period of time, provided that the Lender commences to take action in order to cure such default within such additional period and proceeds diligently thereafter to effect such cure), and, if the Lender does cure such default, then the Lease shall remain in full force and effect.

7. Provided the Tenant has not been joined by Lender as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage and notwithstanding the subordination of the Lease as aforesaid, in the event that the Lender or any other party succeeds to the rights of the Landlord under the Lease (the "Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by the Lender, then upon the written request by the Lender to do so, the Tenant will agree that (a) it shall attorn to, and be liable to and recognize the Successor Landlord as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease; (b) thereafter, it shall make payments of rent (minimum, basic, percentage, additional or otherwise) to the Successor Landlord, and otherwise perform all of the Tenant's obligations set forth in the Lease; (c) the Successor Landlord shall be responsible only for the performance of those of the Landlord's obligations to be performed during the period of the Successor Landlord's ownership; and (d) the Tenant shall look solely to the interest of the Successor Landlord in the Property for recovery of any judgment, it being specifically agreed that neither the Successor Landlord, nor the Lender, nor anyone claiming under the Successor Landlord or the Lender, shall ever be personally liable for the lessor's obligations under the Lease or any such judgment in connection therewith.

8. The Tenant agrees that on the written request of the Lender made from time to time, the Tenant will promptly execute and deliver to the Lender an estoppel certificate addressing such matters pertaining to the Lease as the Lender may request.

9. Whenever any of the parties hereto desires to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hand delivered, sent by overnight courier or registered or certified United States mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. This Agreement shall inure to the benefit of and shall be binding upon the Tenant, the Landlord, the Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

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11. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

12. This instrument is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

Property of Cook County Clerk's Office

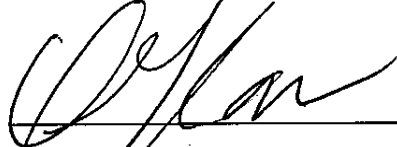
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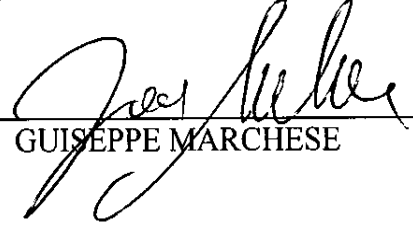
IN WITNESS WHEREOF, the parties hereto have caused this Subordination and Attornment Agreement to be duly executed as of the date set forth above.

Landlord:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Successor Trustee of Trust No. 5810

By: 
Name: Dennis John Carrara
Title: Assistant Vice President


WAYNE PATRICK FILOSA

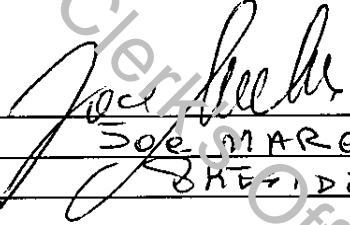

GIUSEPPE MARCHESE

Tenant:

WESTERN FABRICATING COMPANY, LTD.,
an Illinois corporation

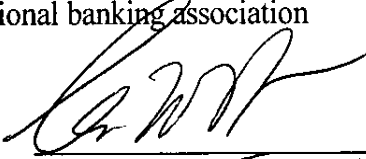
ATTEST:

By: _____
Name: _____
Title: _____

By: 
Name: Joe Marchese
Title: President

Lender:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By:  **99951298**
Name: Patrick Stoltz Thomas W. Ryan
Title: Vice President First Vice President

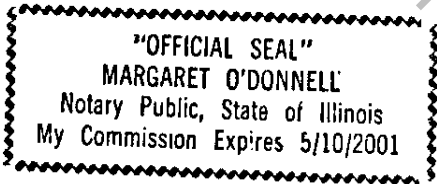
GKF:jh/March 26, 1999/101572

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis John Carrara, the Assistant Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as successor trustee as aforesaid, who are personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Vice President, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said banking association, as successor trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of March, 1999.



Margaret O'Donnell
Notary Public

My Commission Expires:

5-10-01

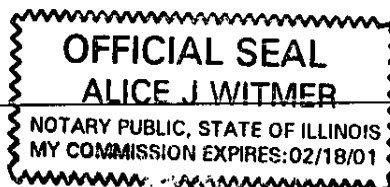
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that by WAYNE PATRICK FILOSA, who is personally 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 he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of March, 1999.

Alice J. Witmer
Notary Public **99951298**

My Commission Expires:



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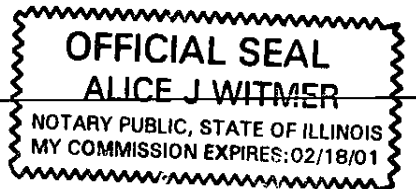
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that by GUISEPPE MARCHESE, who is personally 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 he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of March, 1999.

Alice J. Witmer
Notary Public

My Commission Expires:



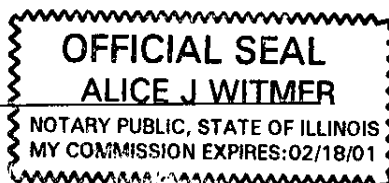
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joe Marchese, the President, and _____, the _____, of WESTERN FABRICATING COMPANY, LTD., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and _____, they signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of March, 1999.

Alice J. Witmer
Notary Public

My Commission Expires: **99951298**



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

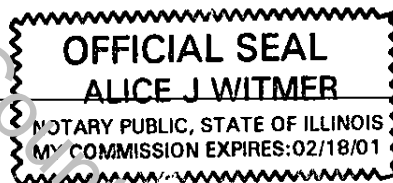
Thomas W. Ryan *First Vice President*

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ~~PATRICK STOLTZ~~, a ~~Vice President~~, of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ~~Vice President~~, he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth. *First Vice President*

GIVEN under my hand and notarial seal this 30th day of March, 1999.

Alice J. Witmer
Notary Public

My Commission Expires:



GKF:jh
March 26, 1999
101572

99951298

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER LINE OF FRANKLIN AVENUE AND A POINT 500.0 FEET (MEASURED AT RIGHT ANGLES) EAST OF WEST LINE OF SAID SECTION; THENCE SOUTH ON A LINE 500.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 984.53 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH OF SAID PARALLEL LINE 202.40 FEET; THENCE EAST PERPENDICULAR TO LAST DESCRIBED LINE 231.46 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SECTION 202.40 FEET; THENCE WEST TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:

480 Podlin Drive
Bensenville, Illinois 60106

PERMANENT TAX IDENTIFICATION NUMBER:

12-19-100-025-0000

GKF:jh
March 26, 1999
103235

99951298