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1999-04-21 09:35:55  
Cook County Recorder 37.50

A.J. Smith Federal Savings Bank  
14757 South Cicero Avenue  
Midlothian, IL 60445



## CONSENT, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Consent, Subordination, Non-Disturbance and Attornment Agreement entered into as of this 20th day of April, 1999, by and between Angelo's Firestone, Inc. ("Tenant") and South Chicago Bank ("Mortgagee").

### RECITALS:

A. Tenant has entered into a Lease (the "Lease") dated JANUARY 2, 1990 with South Chicago Bank as Trustee UT 11-1767 ("Landlord") demising a certain portion of the property (the "Property") legally described on Exhibit A attached hereto. All terms used as defined terms in this Agreement which are defined in the Lease, when so used in this Agreement, shall have the defined meanings ascribed to them in the Lease.

B. Tenant has certain renewal options and other rights more fully set forth in the Lease.

C. Mortgagee claims or will claim an interest in the real property of which the Property forms a part pursuant to a certain Mortgage (the "Mortgage") between Mortgagee and Landlord dated APRIL 20, 1999 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 99381018.

D. The parties hereto intend to expressly subordinate the Lease and all provisions thereof to the Mortgage and to establish certain rights of quiet and peaceful possession and use of the Premises, and other rights, for the benefit of Tenant and further to define the terms, covenants and conditions pertaining to such rights.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreement hereinafter set forth, the parties hereto hereby agrees as follows:

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1. Consent. Mortgagee hereby consents to the execution of the Lease and the terms and provisions thereof.

2. Subordination. The Lease is now and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage.

3. Non-Disturbance. Mortgagee agrees that so long as the Lease has not been terminated for Tenant's default in accordance with the provisions of the Lease, Mortgagee shall not disturb or otherwise interfere with Tenant's possession and quiet enjoyment of the Property in accordance with the terms of the Lease, nor shall any of the rights and privileges of Tenant under the Lease, including, without limitation, (i) all rights and options of tenant to renew or extend the term of the Lease, (ii) all rights and options of Tenant to acquire the Property, and (iii) all rights of tenant to abate Rent and to terminate the Lease (whether arising or accruing prior to or after any foreclosure or other proceeding by Mortgagee to acquire title to the Property), be in any manner diminished or affected by Mortgagee, or by any transfer of title to the property through foreclosure of the Mortgage, or deed in lieu of foreclosure, or other proceeding, nor shall Tenant be joined in any foreclosure or other proceedings brought by Mortgagee to enforce the mortgage, all notwithstanding any default by Landlord under the Mortgage or other instrument under which Mortgagee claims an interest in the Property.

4. Tenant's Attornment. In the event the Mortgage is foreclosed for any reason or Mortgagee receives a deed in lieu of foreclosure, and Mortgagee thereafter succeeds to the interest of Landlord under the Lease, Tenant shall attorn and be bound to Mortgagee under all of the terms and conditions of the Lease for the balance of the term thereof, with the same force and effect as if Mortgagee were Landlord thereunder, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon any such attornment shall be to the extent of the remaining balance of the term of the Lease, and any extension or renewal thereof, the same as now set forth therein as the respective rights and obligations of tenant and Landlord thereunder, it being the intention of the parties hereto for this purpose to incorporate by this reference the Lease into this instrument with the same force and effect as if fully set forth herein.

5. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns, and, without limiting the generality of this paragraph, as used in this Agreement, the term "Mortgagee" shall additionally refer to any person or entity acquiring the

interests of Landlord as a result of assignment or other transfer of the Mortgage or any foreclosure or other action of proceeding instituted under or in connection with the Mortgage and the term "Mortgage" shall additionally refer to the Mortgage and any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidation of the Mortgage and any future mortgage affecting the Property held by Mortgagee.

IN WITNESS WHEREOF, this Consent, Subordination, Non-Disturbance and Attornment Agreement was executed and delivered as of the date first above written.

TENANT: Angelo's Firestone, Inc.

By: Angelo Strazzante  
Title: Pres  
By: Janella Strazzante  
Title: SEC'Y / TREAS.

MORTGAGEE: South Chicago Bank

By: Robert Hoffman  
Title: VICE PRESIDENT

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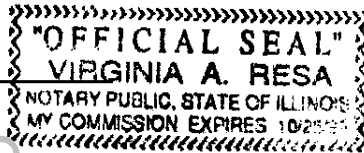
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LENDER NOTARY

STATE OF ILLINOIS )
) SS.
COUNTY OF )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that EDUARDO F. HAUDEM who is VICE PRESIDENT of South Chicago Bank personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 20 day of April 1999.

Virginia A. Resa
Notary Public



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EXHIBIT "A"  
LEGAL DESCRIPTION

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LEGAL DESCRIPTION

EXHIBIT A

Parcel 1:

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Lot 2 in Plat of Resubdivision of that part of the Southwest quarter of Section 20, Township 37 North, Range 15 East of the Third Principal Meridian, described as follows, Beginning at a point 533 feet South of the North line and 50 feet East of the West line of said Southwest quarter of Section 20, thence East on a line perpendicular to the West line of said Southwest quarter of Section 20, a distance of 945.56 feet to a point; thence South 27 degrees 24 minutes and 15 seconds West, a distance of 565.92 feet; thence West on a line perpendicular to the West line of said Southwest quarter of Section 20 a distance of 680.48 feet, more or less, to a point 50 feet East of the West line of said Southwest quarter of Section 20, thence North 500 feet to the point of beginning, recorded April 26, 1957, as document 16887946, in Cook County, Illinois; also

Part 2 of Parcel 1:

A strip of land 50 feet in width abutting upon the West line of the premises hereinabove conveyed and warranted, said 50 feet being measured at right angles to the West line of said Parcel 1.

Part 3 of Parcel 1:

Easement for the benefit of Parcel 1 for right of way 17 feet in width for the construction, operation and maintenance of Railroad switch and/or spur track facilities in, upon and across Lot 1 in Plat of resubdivision referred to in Parcel 1 described hereinabove, and such easement and right of way is located on a plat of resubdivision recorded April 26, 1957 as document 16887946 and as granted by deed dated May 14, 1957 and recorded May 28, 1957 as document 16917110, in Cook County, Illinois.

Permanent Index Number: 26-20-302-002 (Volume number 302) (Affects Parcel 1)

✓Address: 11909 Avenue O, Chicago, IL

Parcel 2:

Lots 25 through 30, both inclusive, in Block 32 in Ironworker's Addition to South Chicago, being a Subdivision of the South fractional half of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-326-053 (Volume number 299) (Affects Parcel 2)

Address: 3434 East 106th Street, Chicago, IL

Parcel 3:

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Lots 11 through 16, both inclusive, in Block 42 in Ironworker's Addition to South Chicago, being a Subdivision of the South fractional half of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Index Number: 26-08-407-034 (Volume number 299) (Affects Lot 11 in Parcel 3)  
Permanent Index Number: 26-08-407-035 (Volume number 299) (Affects Lot 12 in Parcel 3)  
Permanent Index Number: 26-08-407-036 (Volume number 299) (Affects Lot 13 in Parcel 3)  
Permanent Index Number: 26-08-407-037 (Volume number 299) (Affects Lot 14 Parcel 3)  
Permanent Index Number: 26-08-407-038 (Volume number 299) (Affects Lot 15 Parcel 3)  
Permanent Index Number: 26-08-407-039 (Volume number 299) (Affects Lot 16 Parcel 3)

**Address:** 105th and South Avenue B, Chicago, IL

Parcel 4:

Block 4 and Block 5 in Stateline Park, being Peter Fcote's subdivision in the Northeast fractional quarter of Section 17, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-01-201-018 (Volume number 300) (Affects Block 4 Parcel 4)  
Permanent Index Number: 26-17-206-018 (Volume number 300) (Affects Block 5 Parcel 4)

**Address:** (Block 4) 106th and S. Avenue D, Chicago, IL

**Address:** (Block 5) 107th and S. Avenue D, Chicago, IL

Parcel 5:

Lots 5 and 6 in Block 42, in Ironworker's Addition to South Chicago, being a Subdivision of the South fractional half of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-407-029 (Volume number 299) (Affects Lot 5 in Parcel 5)  
Permanent Index Number: 26-08-407-030 (Volume number 299) (Affects Lot 6 in Parcel 5)

**Address:** 10510 S. Avenue B, Chicago, IL



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Parcel 6:

Lots 8, 9 and 10 in Block 42, in Ironworker's Addition to South Chicago, being a Subdivision of the South fractional half of fractional Section 8, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-08-407-032 (Volume number 299) (Affects Lot 8 in Parcel 6)

Permanent Index Number: 26-08-407-033 (Volume number 299) (Affects Lots 9 and 10 in Parcel 6)

Address: 10522 S. Avenue B, Chicago, IL

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