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Ref. No. 17.21
Revised: 5/1/90
(MDFC)

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Steven J. Marcus Co Rudnick & Wolfe
203 N. LaSalle St.
Chicago IL 60601

ADDRESS OF THE PREMISES:

Whitlock Leihant Auto
8343 W. North Avenue
Melrose Park, IL 60160

PERMANENT REAL ESTATE INDEX NUMBER:

15-02-200-020-0000

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the 13th day of August, 1990, between Leihant Auto, an Illinois Corp. ("Tenant"), which has an office at 8343 W. North Ave, Melrose Park, IL and MDFC LOAN CORPORATION, a Delaware corporation ("Lender"), which has an office at 340 Golden Shore, Long Beach, California 90802-4296.

RECITALS:

A. Tenant has entered into that certain lease agreement dated 1/26, 1984, with ("Landlord"), as Lessor, which lease agreement covers certain premises (the "Premises") in that certain real property (the "Property") commonly known as and more particularly described on Exhibit A attached hereto and made a part hereof (herein, said lease agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the "Lease");

B. Lender has agreed to make a loan to Landlord, to be secured by the lien of a mortgage from Landlord to the Lender (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, collectively, the "Mortgage") on the Property; and

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C. Tenant has agreed to subordinate the Lease to the lien of the Mortgage and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the Premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination. The Lease (including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate in all respects to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. Attornment. Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease.

3. Non-Disturbance. Lender, for itself and its successors and assigns, for any purchaser at a foreclosure sale under the Mortgage, for any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and for the successors and assigns of such purchaser and transferee (herein, Lender and each such other party is called a "New Landlord"), hereby covenants and agrees with Tenant that if Lender or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, provided Tenant is not then in default (after expiration of any applicable grace period) under the Lease, and so long as Tenant is not in default (after expiration of any applicable grace period) under the Lease, that: (a) Tenant shall not be named as a party defendant in any foreclosure action unless Tenant is deemed to be a necessary party; (b) subject to the next succeeding grammatical paragraph, the Lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between Lender, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Lender, or such other New Landlord (as the case may be); and (c) Tenant's possession of the Premises and Tenant's rights and privileges

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under the Lease shall not be diminished, interfered with or disturbed by such Lender or such other New Landlord by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

If Lender or any other New Landlord shall succeed to the interest of Landlord under the Lease, Tenant agrees as follows:

(a) Lender or such other New Landlord shall not be:
(i) subject to any credits, offsets, defenses, claims or counterclaims which Tenant might have against any prior landlord (including Landlord); (ii) bound by any rent or additional rent which Tenant shall have paid more than one (1) month in advance to any prior landlord (including Landlord); (iii) bound by any covenant to undertake or complete any improvement to the Premises or the Property; or (iv) bound by any amendment or modification to the Lease, or waiver of any provision of the Lease, which has not been consented to in writing by Lender;

(b) No New Landlord (including, without limitation, Lender) shall be liable for: (i) any act or omission of any prior landlord (including Landlord), (ii) return of any security deposit made by Tenant to Landlord unless such New Landlord shall have actually received such security deposit from Landlord, or (iii) any payment to Tenant of any sums, or the granting to Tenant of any credit, in the nature of a contribution towards the cost of preparing, furnishing or moving into the Premises or any portion thereof; and

(c) Tenant shall look solely to the Property for recovery of any judgment or damages from Lender or such other New Landlord, and neither Lender, such other New Landlord, any partner, officer, director, shareholder or agent of them nor any successor or assign of any of the foregoing shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Lender or such other New Landlord provided by law or by any other contract, agreement or instrument.

4. Lender's Consent. The Landlord's consent, approval or waiver under or with respect to the Lease or the Premises or any matter related thereto shall not be effective unless such consent, approval or waiver is accompanied by the

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written consent of Lender. Without limiting the generality of the foregoing, without the prior written consent of Lender, Tenant will not (a) enter into any agreement amending or terminating the Lease, (b) cancel the term of, or surrender, the Lease, or (c) assign or sublet all or any part of the Premises, except only pursuant to any assignment or sublease which, under the express provisions of the Lease, Tenant is entitled to make without the consent of the Landlord.

5. Landlord's Default. Tenant hereby agrees to provide Lender with written notice of any casualty damage to the Premises and any default under the Lease by the Landlord and to provide Lender the greater of (a) thirty (30) days or (b) such reasonable period of time as is necessary thereafter to cause such damage to be repaired (if the Landlord is obligated under the Lease to repair or cause such damage to be repaired) or to remedy such default, as the case may be, prior to exercising any right or remedy of Tenant under the Lease. Notwithstanding the foregoing, Tenant agrees that Lender shall have no obligation to remedy any such default.

6. Estoppel Certificate. Tenant agrees at any time and from time to time to execute, deliver and acknowledge to Landlord, to Lender or to any third party designated by Landlord or by Lender within ten (10) days following Landlord's or Lender's written request therefor, (a) a statement in writing certifying that the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Tenant alleges), that rent has not been prepaid more than one (1) month in advance, and specifying any further information about the Lease or the Premises which Landlord or Lender or said third party may reasonably request; (b) a statement in writing that Tenant will recognize the Lender as assignee of the Landlord's rights under the Lease; and (c) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Lease to any third party. Tenant understands that Lender and/or prospective purchasers, other mortgagees or lessors of the Premises or any part thereof will rely on such certificates. Tenant's obligation to deliver such certificates within ten (10) days as described above is a material obligation of Tenant hereunder and under the Lease.

7. Further Subordination. Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of Lender, Tenant will not (a) enter into any subordination agreement with any person other than Lender; or (b) agree to attorn to or recognize any purchaser of the Property at any foreclosure sale under any lien other than that of the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not

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be deemed to constitute Lender's consent to the placing of any lien other than the Mortgage on the Property).

8. Insurance Proceeds and Condemnation Awards. Tenant hereby agrees that any interest of Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interests of Lender in such proceeds or awards. Tenant will neither seek nor accept insurance, any condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises until all amounts secured by the Mortgage have been paid in full. However, Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

9. Notice. Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (a) actual delivery to such addressee at its address set out above, or (b) the second (2nd) business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first class postage prepaid, addressed to such addressee at its address set out above. By notice complying with this section, any party may from time to time designate a different address in the 48 contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

11. Recording. The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

12. Counterparts. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed

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to be an original, but all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

MDFC LOAN CORPORATION

By: Thomas J. Lawler
Name: Thomas J. Lawler, Jr.
Title: Executive Vice President

[SEAL]
Attest:

The Whitlock Corporation
Susan M. Wizzany
Name: Susan M. Wizzany
Title: Secretary to Mr. St. Peter
By: Steven St. Peter
Name: Steven St. Peter
Title: V.P. of Real Estate

Property
Cook County Clerk's Office

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to be an original, but all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

MDFC LOAN CORPORATION

By: _____
Name: _____
Title: _____

[SEAL]
Attest:
The Whitlock Corporation
Susan M. Wyzany

Name: [Signature]
Title: Secretary to Mr. St. Peter

By Grant St. Peter
Name: [Signature]
Title: V.P. of Real Estate

Property of Cook County Clerk's Office

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STATE OF California)
 Los)
COUNTY OF Los Angeles) SS.

I, Joyce Lynne Kelly, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, personally known to me to be the Joyce Lynne Kelly President of MDFC LOAN CORPORATION, a Delaware corporation, and 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 as such Joyce Lynne Kelly President he/she signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said entity, as his/her free and voluntary act, and as the free and voluntary act and deed of said entity for the uses and purposes therein set forth.

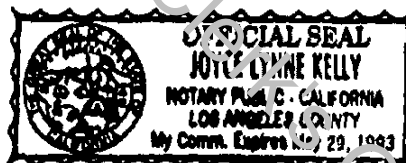
GIVEN under my hand and notarial seal this 16th day of August, 1992.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Joyce Lynne Kelly
Notary Public
[Seal]

My Commission expires: 5/29/93

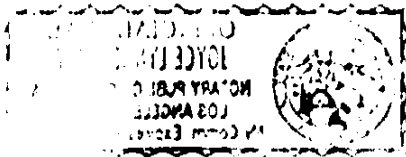
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May 1993
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Property of Cook County Clerk's Office



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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF SAID NORTH EAST 1/4, THENCE EAST ALONG THE NORTH LINE OF SAID NORTH EAST 1/4, 282.53 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE SAID NORTH LINE 317.99 FEET; THENCE EAST 185 FEET TO A POINT ON A LINE 318.20 FEET SOUTH OF AND PERPENDICULAR TO THE NORTH LINE OF SAID NORTH EAST 1/4; THENCE SOUTH ON SAID PERPENDICULAR LINE 375.74 FEET; THENCE WEST 469.11 FEET TO A POINT IN THE WEST LINE OF SAID NORTH EAST 1/4 693.98 FEET SOUTH OF THE NORTH WEST CORNER OF SAID QUARTER SECTION; THENCE NORTH ON SAID WEST LINE 693.98 FEET TO THE POINT OF BEGINNING (EXCEPT THE WEST 68.08 FEET THEREOF) AND ALSO EXCEPTING THAT PART LYING NORTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID NORTH EAST 1/4, 97.65 FEET SOUTH OF THE NORTH WEST CORNER TO A POINT 97.99 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION 282.53 FEET EAST OF THE NORTH WEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

PIN: 15-02-200-022-0000
15-02-200-023-0000

Property Address: 8343 W. North Ave
Melrose Park, IL

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[INSERT TENANT ACKNOWLEDGMENT]

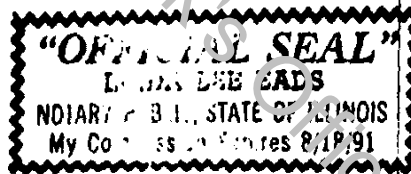
STATE OF Illinois)
COUNTY OF Cook) SS.

I, Sandra Lee Gals, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Steven St. Peter personally known to me to be the Vice President of Real Estate, and 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 as such he/she signed and delivered the said instrument pursuant to proper authority given of said entity, as his/her free and voluntary act, and as the free and voluntary act and deed of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 1990.

Sandra Lee Gals
Notary Public
[SEAL]

My commission expires: August 14, 1991



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SJD

CHICAGO TITLE INS.
G# 72-65-412

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IDENTIFIED
3909384 No.
REG. STR. OF TOWNSHIP TITLES
CAROL MOSELEY BRAUN
CTI/CANZALE

REGISTRAR OF TITLES
CAROL MOSELEY BRAUN
1990 SEP -5 AM 11:57

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May 16, 1990
frmr510218

gubst
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