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Cook County Recorder

93.00



00551222

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENT AGREEMENT ("SNDA")**

THIS AGREEMENT is made as of the 8th day of June, 2000, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware business trust, with offices at 701 South Walton Blvd., Bentonville, Arkansas 72716, ("Wal-Mart"), and Merrill Lynch Credit Corporation, a Delaware corporation with offices at 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484 ("Mortgagee").

WITNESSETH:

MORTGAGE

JUNE 30, 2000

WHEREAS, Mortgagee is the holder of a certain ~~Deed in Trust~~, dated the ~~20th day of June, 1994~~, and recorded ~~on the 5th day of May, 2000~~ in Official Records together with extensions, modifications, consolidations or renewals thereof ("Mortgage"), covering the Shopping Center and/or Wal-Mart store situated in the City of Lansing, County of Cook, State of Illinois, (hereinafter referred to as the "Premises"); and

*as document 00490603

WHEREAS, Wal-Mart has leased from ("Lessor") square feet in the Premises pursuant to that certain Lease dated the 28th day of October, 1999 ("Lease"), between Lessor and Wal-Mart ("Lessee") and a Development Agreement of same date, which is referenced in the Lease; and

WHEREAS, Wal-Mart desires that the Lease shall not terminate, but rather shall remain in full force and effect in accordance with its terms in the event the Mortgage is foreclosed or any foreclosure sale of the mortgaged Premises is made or any transfer therein in lieu of foreclosure is made and Mortgagee desires that Wal-Mart subordinate its interest in the Lease to the Mortgage; and

WHEREAS, Lessor has delivered a copy of the lease and any amendments to Mortgagee, the receipt of which is hereby acknowledged,

NOW, THEREFORE, in consideration of the Premises and other good and valuable consideration in hand paid, the parties hereto agree as follows:

1. Mortgagee hereby consents and approves the Lease, amendments and the terms thereof, including the options to extend the term as set forth in the Lease, and covenants and agrees that the exercise by Lessee of rights, remedies and options therein contained shall not constitute a default under the Mortgage.

BOX 333-CTT

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2. The Lease is, and shall remain, subject and subordinate to the Mortgage and to any extensions, modifications, consolidations or renewals thereof; provided that as to any such extensions, modifications, consolidations or renewals thereof, a non-disturbance agreement in the form of this Agreement is executed and delivered by the holder of the Mortgage as so extended, modified, consolidated or renewed.

3. So long as Wal-Mart is not in default in the performance of any terms, covenants and conditions to be performed on its part under the Lease, then in such event:

(a) Wal-Mart shall not be joined as a party defendant in any foreclosure proceeding which may be instituted by Mortgagee;

(b) Wal-Mart's leasehold estate under the Lease shall not be terminated, barred, cut off, or otherwise disturbed by reason of any default under the Mortgage or any foreclosure proceeding instituted by Mortgagee.

4. If Mortgagee shall succeed to the interest of Lessor in and to the Lease, whether through possession, foreclosure proceeding, or delivery of a deed in lieu of foreclosure, Wal-Mart shall attorn to and recognize Mortgagee or any other purchaser at a foreclosure sale as Wal-Mart's landlord under the Lease, and shall promptly execute and deliver an attornment agreement in the form of this agreement to evidence such attornment. Upon and after such attornment, the Lease shall continue in full force and effect as a direct lease between Mortgagee or such purchaser and Wal-Mart upon all of the terms, conditions and covenants as are set forth in the Lease, except that Mortgagee or such purchaser shall after such attornment:

(a) Be liable for any previous act or omission of any previous landlord arising directly from such landlord's responsibilities and duties pursuant to the Lease; provided, Mortgagee or such purchaser has received appropriate notice of such default, and has an opportunity to cure (having no obligation to so cure) same, all pursuant to the terms and conditions of the lease,

(b) Be subject to any offset or counterclaim which Wal-Mart might be entitled to assert against any previous landlord, including deductions from rent arising pursuant to the Lease; provided, Mortgagee or such purchaser has received appropriate notice of such default, and has an opportunity to cure (having no obligation to so cure) same, all pursuant to the terms and conditions of the Lease;

(c) Not be bound by any previous prepayment of more than one month's fixed rent, unless such prepayment shall have been expressly approved in writing by Mortgagee;

(d) Be bound by any modification of the Lease unless excepted in subparagraph (e) below.

(e) Not be bound by any modification of the Lease made after the date of this Agreement without its written consent which would (i) reduce fixed annual rent, or (ii) materially reduce any other monetary obligation of Lessee under the Lease.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. A copy of any default notice sent by Lessee to Lessor shall also contemporaneously be sent to Mortgagee.

6. At any time before the rights of the Lessor shall have been forfeited or adversely affected because of any default on its part, or within the time permitted the Lessor to cure any default under the Lease as there provided, Mortgagee may, at its option, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the Lessor by the terms of the Lease, and all payments so made and all things so done and performed by Mortgagee shall be as effective to prevent the rights of the Lessor from being forfeited or adversely affected because of any default under this Lease as the same would have been if done and performed by the Lessor.

7. Any notices or communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, (a) if to Mortgagee, at the address of Mortgagee as hereinabove set forth or at such other address of Mortgagee as hereinabove set forth or at such other address as Mortgagee may designate by notice, or (b) if to Lessee, then to the attention of Property Management at the address of Lessee as hereinabove set forth or at such other address as Lessee may designate by notice. During the period of any postal strike or other interference with the mail, personal delivery shall be substituted for registered or certified mail. No default notice given by Lessee under the Lease shall be effective as against Mortgagee unless a duplicate copy thereof has been given to Mortgagee.

8. This Agreement shall bind and insure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and assigns.

9. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

10. This Agreement and the covenants herein contained are intended to run with and bind all lands affected thereby.

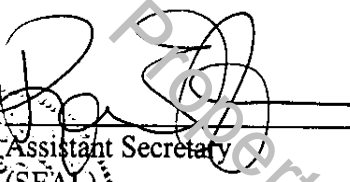
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

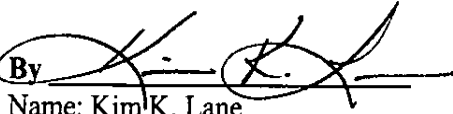
Signed, sealed and delivered this 8th day of June, 2000 in the presence of:

TENANT:

ATTEST:

WAL-MART REAL ESTATE BUSINESS
TRUST, a Delaware business trust


Assistant Secretary
(SEAL)

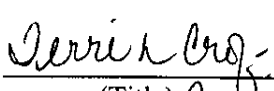
By 
Name: Kim K. Lane
Assistant Vice President of Real Estate

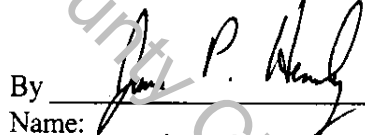
Signed, sealed and delivered this 8th day of June, 2000 in the presence of:

ATTEST:

LENDER:

MERRILL LYNCH CREDIT
CORPORATION, a Delaware corporation


(Title) Assistant Secretary
(SEAL)

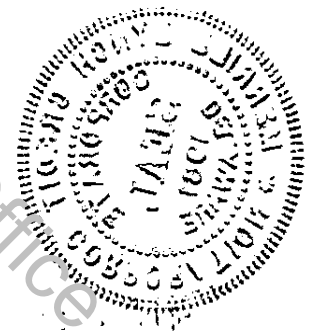
By 
Name: James P. Hensley
Title: Vice President

Approved as to legal terms only
by 

Wal-Mart Legal Team
Date: 6-6-00

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Property of Cook County Clerk's Office



RECEIVED
JAN 11 1999

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that Kim K. Lane is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Assistant Vice President of **WAL-MART REAL ESTATE BUSINESS TRUST** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6/8/00

David G. Leehans
(Signature of Notary Public)

OFFICIAL SEAL
DAVID G. LEEHANS, II
NOTARY PUBLIC, ARKANSAS
BENTON COUNTY
COMMISSION EXP. 09/11/2006

David G. Leehans, II
(Printed Name of Notary Public)

My Appointment expires 09/11/2006.

STATE OF FLORIDA

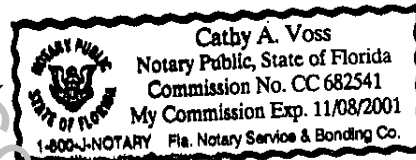
COUNTY OF DUVAL

I certify that I know or have satisfactory evidence that James P. Hensley is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of MERRILL LYNCH CREDIT CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Given under my hand and official seal, this 28th day of June, 2000.

Cathy A. Voss

Notary Public



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**EXHIBIT A
TO
SUBORDINATION, NONDISTURBANCE AND
ATTORNMENMENT AGREEMENT**

Description of Shopping Center

Property of Cook County Clerk's Office

EXHIBIT A

Legal Description to SWAA (Walmart)

PARCEL 1:

LOT 3 (except the Southwesterly 1.04 feet thereof);

LOT 7;

That part of Lot 8 described as follows:

Beginning at the Northeast corner of Lot 10; thence North 0 Degrees 15 Minutes 50 Seconds East on the East line of Lot 10 extended North a distance of 6.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 15 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 6.5 feet to the North line of Lot 10; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 15.0 feet to the point of beginning.

LOT 9 (except the South 8.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the North 1.00 feet of the South 9.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the South 1.00 feet of the East 241 feet thereof);

LOTS 10 through 17, both inclusive, and

Outlots A & B

All of the above in the Landings Planned Unit Development, a Subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, according to the plat thereof recorded on August 15, 1985 as Document No. 85,148,127 in Cook County, Illinois.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED EXCEPTION PARCELS A, B, C, D, E AND F:

EXCEPTION PARCEL A:

A North and South 30 foot wide roadway of uniform width being a tract of land with its East and Southeasterly line described as follows, said 30 foot wide roadway lying to the West and Northwest of that part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian described as beginning at a point on the North line of Outlot A, said point being at the Northeast corner of said Outlot A; thence South 0 Degrees 15 Minutes 50 Seconds West on the East line of said Outlot A, a distance of 794.45 feet to a point on the Northwesterly right of way line of the Public Service Company of Northern Illinois, said point being on the Southeasterly line of Outlot A; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line, a distance of 226.44 feet to a bend point in Outlot A; the following 3 courses being on the Southeasterly line of Outlot A; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 894.67 feet; thence South 0 Degrees 03 Minutes 26 Seconds West a distance of 7.18 feet; thence South 25 Degrees 29 Minutes 28 Seconds West, a distance of 499.73 feet to the most Southeasterly corner of Outlot A, said point being on the North line of 170th Street in Cook County, Illinois.

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EXCEPTION PARCEL B:

That part of Outlot A and Outlot B in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue, being the Westerly line of said Outlot A extended Northerly; thence South 89 Degrees 44 Minutes 10 Seconds East on the North line of Outlot A and B a distance of 1285.31 feet; thence South 64 Degrees 37 Minutes 43 Seconds East a distance of 287.48 feet to the Southeasterly line of Outlot B, being the Northwesterly right of way line of Public Service Company of Northern Illinois; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line a distance of 66.0 feet; thence North 64 Degrees 37 Minutes 43 Seconds West a distance of 291.10 feet to a point of curve; thence Northwesterly on the arc of a circle convex to the Northeast, having a radius of 267.0 feet and an arc distance of 117.00 feet to a point of tangent; thence North 89 Degrees 44 Minutes 10 Seconds West parallel to the North line of Outlot A, a distance of 1142.69 feet (the last described line being 33.0 feet South of and parallel with the North line of Outlot A) to the Easterly right of way line of Torrence Avenue aforesaid; thence North 3 Degrees 40 Minutes 10 Seconds East on said Easterly right of way and said line extended a distance of 33.06 feet to the point of beginning, all in Cook County, Illinois.

EXCEPTION PARCEL C:

That part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue being the Westerly line of said Outlot A extended Northerly; thence South 3 Degrees 40 Minutes 10 Seconds West on the Westerly line of said Outlot A, a distance of 436.88 feet; thence South 3 Degrees 12 Minutes 32 Seconds West on the Westerly line of said Outlot A, a distance of 383.14 feet to a point on a line 818.75 feet South of and parallel to the North line of said Outlot A for the point of beginning of the center line of a 50 foot wide roadway, 25 feet on either side of the following described line; thence North 86 Degrees 44 Minutes 21 Seconds East a distance of 386.31 feet; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 545.06 feet to the Easterly end of said 50 foot roadway, in Cook County, Illinois.

EXCEPTION PARCEL D:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the most Southeasterly corner of Lot 1 aforesaid, thence South 25 Degrees 14 Minutes 34 Seconds West on the Southwesterly prolongation of the Easterly line of said Lot 1, a distance of 50.0 feet; thence North 64 Degrees 45 Minutes 26 Seconds West a distance of 93.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 82.32 feet; thence North 37 Degrees 48 Minutes 25 Seconds West a distance of 5.61 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1, a distance of 129.78 feet to an angle point of said Lot 1; thence South 64 Degrees 45

Minutes 26 Seconds East on a line of said Lot 1, a distance of 98.0 feet to the point of beginning.

EXCEPTION PARCEL E:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the Northwesterly corner of Lot 1 aforesaid, thence North 64 Degrees 45 Minutes 26 Seconds West on the Northwesterly prolongation of the Northerly line of said Lot 1 a distance of 7.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 180.0 feet to a point on a line of said Lot 1; thence South 64 Degrees 45 Minutes 26 Seconds East on a line of said Lot 1 a distance of 7.0 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1 a distance of 180.0 feet to the point of beginning.

EXCEPTION PARCEL F:

That part of Outlot A described as follows:

Commencing at the most Southwesterly corner of Lot 9; thence South 89 Degrees 44 Minutes 10 Seconds East in the South line of Lot 9 a distance of 14.75 feet to the point of beginning, thence continuing South 89 Degrees 44 Minutes 10 Seconds East a distance of 3.25 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 168.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 3.25 feet; thence North 0 Degrees 15 Minutes 50 Seconds East a distance of 168.5 feet to the point of beginning, all in the Landings Planned Unit Development, being a Subdivision of part of the Southwest Quarter of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 for the purposes of parking, ingress and egress, passage and accommodation of pedestrians, "Common Utility Facilities" and for "Common Area Improvements", as set forth, defined and limited in Section 2.2(a), 2.2(b), 2.2(c), 2.3 and 2.5 of that certain Declaration of Reciprocal Easements and Operating Covenants recorded August 16, 1985 as Document No. 85,149,087, as amended by First Amendment to said Declaration, recorded December 18, 1985 as Document No. 85,329,731, and as further amended by Second Amendment to said Declaration, recorded March 11, 1988 as Document No. 88,103,519, and as modified by Assumption Agreements recorded October 2, 1985 as Document 85,216,669, October 15, 1985 as Document No. 85,235,392, October 15, 1985 as Document No. 85,235,396, August 16, 1985 as Document No. 85,149,097 and August 16, 1985 as Document No. 85,149,098, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove.

PARCEL 3:

Easements appurtenant to and for the benefit of Parcel 1 for all "construction", as defined in Section 4.1; maintenance and repair of Parcel 1 improvements and for storage of materials and equipment as set forth, defined and limited in Section 4.5 of the Declaration set forth in Parcel 2 hereinabove, as amended and assumed, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove and/or falling within Lots 4 or 5 in said Landings Planned Unit Development.

**EXHIBIT B
TO
SUBORDINATION, NONDISTURBANCE AND
ATTORNMENMENT AGREEMENT**

Description of Wal-Mart Parcel

Property of Cook County Clerk's Office

EXHIBIT B
TO
SUBORDINATION, NONDISTURBANCE AND
ATTORNMENT AGREEMENT

Description of Wal-Mart Parcel

LOT 1 AS SHOWN FINAL PLAT OF THE LANDINGS FIRST RESUBDIVISION recorded May 4 2000,
as Document No. SD-316232, in Cook County, Illinois

BEING A RESUBDIVISION OF PART OF OUTLOT A, OUTLOT B, AND LOT 9 IN THE LANDINGS P.U.D.
SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36
NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED AUGUST 15, 1985 AS DOCUMENT NUMBER 85148127, IN COOK COUNTY, ILLINOIS.

Index No. ^{Part 9} 30-19-500-029-0000
LANSING LANDINGS Shopping Center
LANSING, ILLINOIS

Prepared By J. M. L. TO:

Schvader Hanson Goldstein & Manello
265 Franklin Street

Boston Massachusetts 02110-3192

ATTN: Mark S. Bressler