

UNOFFICIAL COPY

FOR RECORDERS USE ONLY



00902347

00902347

7388/0056 20 001 Page 1 of 13

2000-11-16 10:52:23

Cook County Recorder 87.00

78 86 503 0022

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 13th day of November, 2000, by and between **MILLER PARKING COMPANY**, an Illinois corporation, ("Tenant"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

RECITALS:

A. Lender is the holder of a certain Mortgage of even date herewith, to be recorded concurrently herewith (the "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to \$2,433,000 (the "Loan"). The Loan is evidenced by a certain Mortgage Note (the "Note") of even date with the Mortgage made by the Landlord (as defined below) to Lender.

B. Tenant has entered into a lease agreement with Dorothy Chaimovitz ("Chaimovitz") dated September 25, 1995, as modified by the Lease Extension Agreement dated December 29, 1999 (such lease agreement, together with all amendments and modifications

This instrument was prepared by
and, after recording, return to:

Schwartz Cooper Greenberger & Krauss,
Chartered
180 North LaSalle Street Suite 2700
Chicago, Illinois 60601
Attn: Mark B. Buttermann, Esq.

Permanent Real Estate Tax Index Nos.:

17-09-314-012, 17-09-314-013,
17-09-314-014, 17-09-314-015,
17-09-314-016, & 17-09-314-017

Common address:

200 North Jefferson
Chicago, Illinois

BOX 333-CT7

thereof, is hereinafter referred to as the "Lease"), pursuant to which Tenant leased certain premises (the "Leased Premises") on the parcel of land (the "Real Estate") legally described in Exhibit A attached hereto and commonly known as 200 North Jefferson Street, Chicago, Illinois.

C. Chaimovitz has assigned the Lease to 200 North Jefferson, L.L.C., an Illinois limited liability company ("Landlord"), pursuant to a certain Assignment of Rents and Leases of even date herewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant represents and warrants to Lender that the Lease is the only document or agreement governing the tenancy of Tenant with respect to the Leased Premises.
2. Tenant has executed and delivered to Lender a certain Tenant Estoppel Certificate (the "Estoppel Certificate") dated on or about the date hereof. The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenant acknowledges that Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.
3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Lender with a notice of Landlord's Default specifying the nature thereof, the section of the Lease under which same arose, and (b) allow Lender thirty days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty day period, Tenant shall give Lender such additional time as Lender may reasonably need to cure such Landlord's Default so long as Lender is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Lender fails to cure same within the time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.
4. Tenant covenants with Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and the other documents evidencing or securing the loan secured by the Mortgage (the "Other Loan Documents") and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts secured thereby and with the same force and effect as if the Mortgage and the Other Loan Documents had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that, as between

Tenant and Lender, any of Tenant's right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Lender's right, title and interest in and to such proceeds and awards.

5. Lender hereby advises Tenant that Landlord has collaterally assigned to Lender the Lease, and the rents due and payable under the Lease. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Lender for direct payment to Lender of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Lender. Landlord hereby consent to the provisions of this Section 5.

6. Lender agrees that so long as no Event of Default (as defined in the Note) has occurred:

(a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage; and

(b) The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

7. If Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease;

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord);

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord);

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than thirty (30) days to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Lease made without Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord);

(vii) liable for the payment of any allowance or other amount payable to the Tenant under the Lease or the performance of any work required to be performed by the Landlord under the Lease; or

(viii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Lease Premises.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender : LaSalle Bank National Association
8303 West Higgins Road
Chicago, Illinois 60631
Attn: Tom Kearney

With copy to: Schwartz Cooper Greenberger & Krauss, Chtd.
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Mark B. Buttermann, Esq.

To Tenant: Miller Parking Company
400 Renaissance Center, Suite 908
Detroit, Michigan 48243-1081
Attn: Bruce Miller

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. Tenant acknowledges and agrees that Lender will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

[Balance of page left blank intentionally; signature page follows]

UNOFFICIAL COPY

00902347

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Tenant:

**MILLER PARKING COMPANY, an
Illinois corporation**

By: _____
Title: _____

Lender:

**LASALLE BANK NATIONAL
ASSOCIATION, a national banking
association**

By: _____
Title: _____

Landlord:

**Landlord has executed this Agreement
solely to evidence its agreement to the
provisions of Section 5 hereof.**

**200 NORTH JEFFERSON, L.L.C., an Illinois
limited liability company**

By: **MCZ/Jameson Development Group, LLC, a
Delaware limited liability company, its Manager**

By: _____
Title: _____

R:\42498\20098-Lake&Jeff\SND A v1.wpd

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Tenant:

MILLER PARKING COMPANY, an Illinois corporation

By: *Marcus H. Miller*
Title: COB

Lender:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: _____
Title: _____

Landlord:

Landlord has executed this Agreement solely to evidence its agreement to the provisions of Section 5 hereof.

200 NORTH JEFFERSON, L.L.C., an Illinois limited liability company

By: MCZ/Jameson Development Group, LLC, a Delaware limited liability company, its Manager

By: _____
Title: _____

R:\42498\20098-Lake&Jeff\SNDA v1.wpd

Property of Cook County Clerk's Office

UNOFFICIAL COPY

00902347

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.


Tenant:

MILLER PARKING COMPANY, an Illinois corporation

By: _____
Title: _____

Lender:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

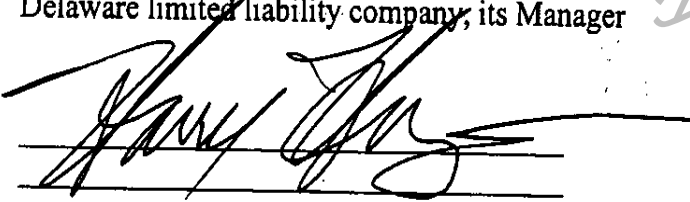
By: 
Title: _____

Landlord:

Landlord has executed this Agreement solely to evidence its agreement to the provisions of Section 5 hereof.

200 NORTH JEFFERSON, L.L.C., an Illinois limited liability company

By: **MCZ/Jameson Development Group, LLC, a Delaware limited liability company, its Manager**

By: 
Title: _____

R:\42498\20098-Lake&Jeff\SNDA v1.wpd

Property of Cook County Clerk's Office

UNOFFICIAL COPY

00902347

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Patricia A. Harris, a Notary Public in and for said County in the State aforesaid, do hereby certify that Thomas Kearney, a V.P. of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such V.P. appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 13th day of November, 2000.

Patricia A. Harris
 NOTARY PUBLIC



(Seal)

COOK County Clerk's Office

UNOFFICIAL COPY

00902347
00902347

STATE OF ~~ILLINOIS~~ ^{MICHIGAN})
 ~~COOK~~ ^{OAKLAND}) SS.
COUNTY OF ~~COOK~~)

I, ROSS FRIDSON, a Notary Public in and for said County in the State aforesaid, do hereby certify that DRIVE H. MILLER, a CO of **MILLER PARKING COMPANY**, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 8TH day of November, 2000.

Ross Fridson
NOTARY PUBLIC

(Seal)

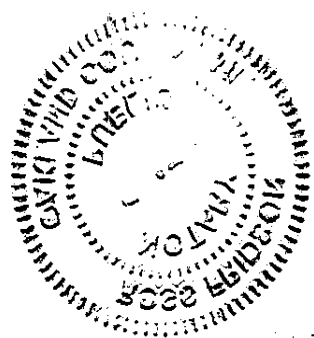
ROSS FRIDSON
Notary Public, Oakland County, MI
My Commission Expires 07/26/2004



Property of Cook County Clerk's Office

UNOFFICIAL COPY

74820000
1/15/2018



RECORDED
INDEXED
JAN 15 2018

Property of Cook County Clerk's Office

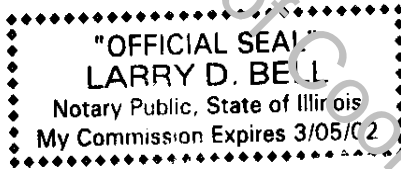
UNOFFICIAL COPY

00902347

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Larry D. Bell, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harry Huzzris, the Member/Manager of MCZ/Jameson Development Group, LLC., a Delaware limited liability company, the Manager of **200 NORTH JEFFERSON, L.L.C.**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such same, 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 corporation as manager of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8 day of November, 2000.



[Signature]
NOTARY PUBLIC

(Seal)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

00902347

EXHIBIT A

Legal Description of Real Estate

PARCEL 1:

LOTS 1 AND 2 IN MANNING'S SUBDIVISION IN LOTS 5 AND 8 IN BLOCK 25 ALL IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH ½ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE 20 FOOT VACATED ALLEY SOUTH AND ADJOINING SAID LOTS 1 AND 2 ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 3, 4, 5, 6, 7, 8 AND 9 (EXCEPT THE NORTH 10 FEET OF EACH SAID LOTS CONVEYED FOR A PUBLIC ALLEY) IN MANNING'S SUBDIVISION OF LOTS 5 AND 8 IN BLOCK 25 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

ALL OF LOTS 1 AND 4 LYING WEST OF THE LINE (HEREINAFTER CALLED THE DIVISION LINE) BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 WHICH IS 49.65 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE RUNNING SOUTH ALONG THE EAST FACE OF A BRICK WALL TO A POINT ON THE SOUTH LINE OF SAID LOT 4 WHICH IS 50.18 FEET EAST OF THE SOUTHWEST CORNER THEREOF IN BLOCK 25 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 30 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 4 AS CREATED BY DEED DATED JANUARY 15, 1942 AND RECORDED APRIL 7, 1942 AS DOCUMENT 12870107 FROM DES PLAINES SAFETY DEPOSIT COMPANY TO 230 NORTH JEFFERSON STREET CORPORATION AND IN DEED TO IDA LASER AND MARIE SALMON RECORDED JUNE 3, 1943 AS DOCUMENT 13085640 FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

SOUTH 17 ½ FEET OF THAT PART OF LOT 4 LYING EAST OF THE LINE (HEREINAFTER CALLED THE DIVISION LINE) BEGINNING AT A POINT ON THE

UNOFFICIAL COPY

00902347

NORTH LINE OF SAID LOT 1 WHICH IS 49.65 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE RUNNING SOUTH ALONG THE EAST FACE OF A BRICK WALL TO A POINT ON THE SOUTH LINE OF SAID LOT 4 WHICH IS 50.18 FEET EAST OF THE SOUTHWEST CORNER THEREOF IN BLOCK 25 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 30 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Index Nos.:

17-09-314-012, 17-09-314-013
17-09-314-014, 17-09-314-015
17-09-314-016, & 17-09-314-017

Common address:

200 North Jefferson Street
Chicago, Illinois

R:\42498\20098-Lake&Jeff\SNDA v1.wpd

Property of Cook County Clerk's Office