

**Drafted By:**

National City Bank of Michigan/Illinois  
One Old State Capitol Plaza North  
Springfield, Illinois 62701



**SUBORDINATION  
AND  
NONDISTURBANCE AGREEMENT**

**THIS AGREEMENT** has been entered into as of the 18<sup>th</sup> day of October, 2000, between **National City Bank of Michigan/Illinois**, a national banking association, having an office at One Old State Capitol Plaza North ("Lender"), **Pine Tree Chicago, L.L.C.**, an Illinois limited liability company, whose address is 6315 North Milwaukee Ave., Chicago, Illinois 60646 ("Landlord"), and **7-11, Inc.**, a Texas corporation, whose address is 2711 North Haskell Ave., Dallas, Texas 75204-2906 ("Tenant").

**WITNESSETH:**

**WHEREAS**, Lender is the holder of a mortgage recorded in the Office of the Recorder for Cook County, Illinois, on December 17, 1996, as Document No. 96952891, (the "Mortgage"), which mortgage is a mortgage on the property described in Exhibit A attached hereto (the "Mortgaged Property"); and

**WHEREAS**, Landlord owns the Mortgaged Property; and

**WHEREAS**, by certain Lease dated as of September 1, 2000, between Landlord and Tenant, Landlord leased to Tenant all or a portion of the Mortgaged Property (the "Lease"); and the Lease contains certain terms and conditions which if not satisfied or waived by Tenant, allow Tenant to cancel the Lease; and

**WHEREAS**, the Lender desires that the Lease and Tenant's interest in the Mortgaged Property be subject and subordinate in all respects to the <sup>lien of the</sup> Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all substitutions of and for such mortgages.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties agrees as follows:

1. Tenant acknowledges and agrees that the Lease, and the rights of Tenant in, to and under the Lease and the Mortgaged Property are hereby subjected and

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subordinate to the <sup>lien of the</sup> Mortgage and all renewals, modifications, replacements and extensions thereof. If there is a default by Landlord in the payment or performance of any of the obligations evidenced or secured by the Mortgage, Lender may, at its option, demand all rents due under the Lease be paid by Tenant directly to Lender at the address specified above, or as otherwise specified by Lender. Tenant agrees that upon Lender's request for payment of rent directly to Lender, Tenant will timely remit all rent payments directly to, and payable to the order of, Lender. Such payments to Lender shall be credited against Tenant's payment obligations under the Lease. Tenant shall be entitled to rely on upon any written notice from Lender.

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2. Lender hereby agrees that so long as Tenant is not in default in the payment or performance of any rent or other obligation for a period beyond the time allowed in the Lease to cure such default, in the event of foreclosure or other enforcement of the terms of the Mortgage, or if Lender comes into possession of or acquires title to the Mortgaged Property by deed in lieu of foreclosure or otherwise (i) unless required by law, Lender shall not join Tenant as a party defendant in any foreclosure action or proceeding which may be instituted or taken by Lender under the Mortgage by reason of any default thereunder, (ii) Tenant shall not be evicted from the demised premises covered by the Lease, (iii) Tenant's leasehold estate under the Lease shall not be terminated or disturbed, and (iv) none of Tenant's rights under the Lease shall be affected in any way by reason of any default under the Mortgage or any action or proceeding to foreclose the Mortgage, except that Lender shall not in any event have any liability for any default by Landlord under the Lease occurring prior to the date on which Lender shall have succeeded to the rights of Landlord under the Lease, nor shall Lender be subject to any defense to the payment of rent (including, without limitation, any previous prepayment of more than one-month's rent) or any offset or abatement of rent which shall have accrued prior to the date on which Lender shall have succeeded to the rights of Landlord under the Lease. If provision for such defense, offset or abatement is made in the Lease, then Lender shall not be subject to any such defense, offset or abatement until the expiration of the period of time for the remedy of the matter giving rise to such defense, offset or abatement, ~~described in clause (ii) of Paragraph 3 of this Agreement.~~ Notwithstanding the foregoing, Lender's liability and obligations to Tenant shall be limited to Lender's equity in the Mortgaged Property, and Tenant shall look exclusively to such equity interest of Lender for the payment and discharge of any obligations or liability imposed upon Lender hereunder or under the Lease or any renewal or replacement thereof.

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3. Tenant and Lender hereby agree that if by reason of default on the part of Landlord under the Mortgage, Lender shall enter into and become possessed of the Mortgaged Property either through foreclosure action, deed in lieu of foreclosure or otherwise, or in the event of the sale of the Mortgaged Property as a result of any action or proceeding to foreclose the Mortgage, then the Lease shall continue as a direct Lease between Lender or the then owner of the Mortgage Property and Tenant, upon all of the terms, covenants, conditions and agreements as set forth in the Lease, and Tenant shall attorn to Lender or such then owner as its landlord under the Lease, and upon the request of Lender or such then owner, Tenant shall execute and deliver an agreement of attornment; provided, however, that Lender or such then owner shall in no event have any

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liability under the Lease prior to the date Lender or such then owner shall succeed to the rights of Landlord under the Lease.

4. Lender agrees that it will not claim any right, title or interest in and to any leasehold improvements and/or business fixtures installed by Tenant upon the Mortgaged Property pursuant to the terms of the Lease, except for those rights, if any, of Landlord in same pursuant to the Lease.

5. Landlord hereby agrees to the Subordination and Non-Disturbance terms effective hereunder upon the terms stated herein.

6. This Agreement shall apply to and bind the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

Attest:

LENDER:  
NATIONAL CITY BANK OF  
MICHIGAN/ILLINOIS

By: N. A. Poo

Its: Senior Vice President

Attest:

LANDLORD:  
Pine Tree Chicago, L.L.C.

By: [Signature]

Its: member

Attest:

TENANT:  
~~7-11, Inc.~~ 7-Eleven, Inc.

By: [Signature]

Its: Assistant Secretary

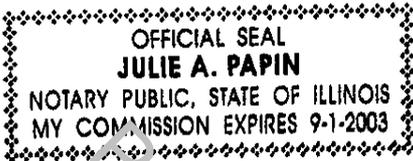
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STATE OF Illinois }

SS

COUNTY OF Sangamon }

The foregoing instrument was acknowledged before me on October 31, 2000 by Nancy A. Pezo, of National City Bank of Michigan/Illinois, a national banking association, on behalf of said on \_\_\_\_\_



Julie A. Papin  
Notary Public  
Sangamon County, Illinois

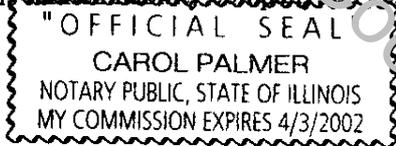
My Commission Expires 9-1-03

STATE OF Illinois }

SS

COUNTY OF Cook }

The foregoing instrument was acknowledged before me on Sept 21, 2000 by Jeff Stahl, Member of Pine Tree Chicago, L.L.C., an Illinois limited liability company, on behalf of said company.



Carol Palmer  
Notary Public  
Cook County, Illinois

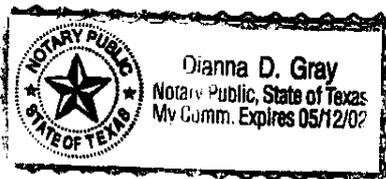
My Commission Expires 4-3-2002

STATE OF TEXAS }

SS

COUNTY OF DALLAS }

The foregoing instrument was acknowledged before me on Oct 18, 2000 by Gary Fullington, Assistant Secretary of 7-11, Inc, a Texas corporation, on behalf of said corporation.



Dianna D. Gray  
Notary Public  
Dallas County, Texas

My Commission Expires 05/12/02

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