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Cook County Recorder 37.00



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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") dated as of the 24th day of MARCH 2001, by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association having an office and place of business at 135 South LaSalle Street, Chicago, Illinois 60603 ("Mortgagee"), MICHIGAN AVENUE ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership having an office and place of business at 737 North Michigan Avenue, Suite 900, Chicago, Illinois 60611 ("Landlord") and THE HERITAGE AT MILLENNIUM PARK, LLC, a Delaware limited liability company having an office and place of business at 445 West Erie Street, Suite 210, Chicago, Illinois 60610, Attention: Richard A. Hanson prior to the Commencement Date (as defined in the Lease, as defined below), and at the address of the Premises, as defined in the Lease (to the attention of Richard A. Hanson) from and after the Commencement Date ("Tenant").

RECITALS:

A. Tenant has entered into a certain lease dated on or about the date hereof (the "Lease"), with Landlord, covering premises in a certain building known as 18-28 S Michigan Avenue, Chicago, Illinois which premises are more particularly described in Exhibit A attached hereto (the "Premises").

**THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

Marcia W. Sullivan, Esq.
Katten Muchin & Zavis
525 West Monroe Street, Suite 1600
Chicago, Illinois 60601

Common Addresses:

18 South Michigan Avenue
Chicago, Illinois

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B. Mortgagee has made a mortgage loan to Landlord secured by a mortgage (the "Mortgage") of certain property that includes the Premises, which mortgage was recorded on February 23 2000 as Document Number 00172427.

C. The parties desire to set forth the terms of their agreement.

NOW, THEREFORE, in consideration of the Premises and of the sum of ONE DOLLAR (\$1.00) to each party hereto paid by the other, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Subordination. The Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby, interest thereon and any other sum due Mortgagee thereunder. Tenant agrees that it will not subordinate the Lease or its interest in the Premises to any other mortgage or encumbrance without the prior written consent of Mortgagee.

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

3. No Constructive Eviction. Tenant agrees that foreclosure of, or any other legal action in connection with, the Mortgage shall not be a constructive eviction of Tenant except at the option of Mortgagee, which option shall arise only if Tenant is in default under the Lease beyond the expiration of any applicable grace period. Tenant shall have no right to appear in any such foreclosure action.

4. Non-Disturbance. Mortgagee shall not, in the exercise of its rights arising, or which may arise, out of the Mortgage, disturb Tenant, interfere with Tenant, or deprive Tenant of its possession or its right to possession of the Premises (or any part thereof) under the Lease, or any right or privilege granted to or inuring to the benefit of Tenant under the Lease, or join Tenant in summary or foreclosure proceedings, provided the Lease is then in full force and effect and there is no outstanding default by Tenant that remains uncured after the expiration of any applicable grace or cure period and no event has occurred which with the giving of notice or passage of time, or both, would constitute a default under the Lease.

5. Mortgagee's Liability. Mortgagee, whether or not it shall succeed to the interest of Landlord under the Lease, shall not be

- (a) liable for any act or omission of any prior landlord, including the present Landlord; or

- (b) liable for the return of any security deposit unless the same has in fact been received by Mortgagee; or
- (c) subject to any offsets or defenses which Tenant might have against any prior landlord, including the present Landlord; or
- (d) bound by any rent or additional rent that Tenant might have paid for more than the current month and the next succeeding month to any prior landlord, including the present Landlord; or
- (e) bound by any assignment, surrender, termination, cancellation, amendment, or modification of the Lease made without its express written consent, except assignments made in strict conformance with the applicable provisions of the Lease.

Nothing herein contained shall be deemed to terminate any claim which Tenant may have against a prior Landlord for any breach, act or omission of such prior Landlord under the Lease during, but not after, such prior Landlord's period of ownership.

6. Payment of Rent. Tenant acknowledges that the Lease and the rent and all sums due thereunder have been or will be assigned to Mortgagee pursuant to an Assignment of Leases and Rents from Landlord to Mortgagee as security for the obligations secured by the Mortgage. If Mortgagee notifies Tenant of an event of default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease to Mortgagee, Tenant will honor such demand and pay to Mortgagee the rent and all other sums due under the Lease from and after the date of receipt of such notice, on each due date under the Lease, until directed otherwise in writing by Mortgagee or by a court of competent jurisdiction. Tenant shall make such payments to Mortgagee without any further direction or consent from Landlord and despite the fact that no receiver of rents may have been appointed by a court. Landlord hereby irrevocably authorizes and directs Tenant to make such payments to Mortgagee despite the receipt of any contrary instructions from Landlord or any other party, except a court of competent jurisdiction.

7. Guarantors. Each guarantor, if any, of Tenant's obligations under the Lease has signed at the foot hereof, to evidence said guarantor's consent and approval to, and agreement to be bound by, the provisions hereof.

8. Modifications. No modification, amendment, waiver, or release of any provision of this Agreement or of any right, obligation, claim, or cause of action arising thereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against which the same is sought to be asserted.

9. Hazardous Substances. Tenant shall neither suffer nor itself manufacture, store, handle, transport, dispose of, spill, leak, dump any toxic or hazardous waste, waste product or

substance (as they may be defined in any federal or state statute, rule or regulation pertaining to or governing such wastes, waste products or substances) on the property mortgaged to Mortgagee at any time during the term, or extended term, of the Lease.

10. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto.

11. Authority. Each party to this Agreement represents and warrants to each other party hereto that the execution and delivery of this Agreement has been duly authorized and that this Agreement shall be binding upon said party in accordance with its terms.

12. Notices. All notices and other communications hereunder shall be in writing and shall be delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service, addressed as follows:

If to Mortgagee:

LaSalle Bank National Association
135 S. LaSalle Street
Chicago, Illinois 60603
Attn: Joanne Comeau-Klonoski

with a copy to:

Katten Muchin Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60661-3693
Attn: Marcia W. Sullivan

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If to Tenant:

Prior to the Commencement Date under the Lease:

445 West Erie Street, Suite 210
Chicago, Illinois 60610
Attention: Richard A. Hanson

On and subsequent to the Commencement Date under the Lease:

18 South Michigan Avenue, Suite 700
Chicago, Illinois 60603
Attention: Richard A. Hanson

In either case with a copy to:

Piper Marbury Rudnick & Wolfe
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601
Attention: Robert H. Goldman, Esq.

or to such other address as any party hereto may provide to the other parties hereto in writing. Notices shall be considered to have been given upon the earlier to occur of actual receipt or five (5) business days after posting in the United States mail. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given shall be deemed receipt.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

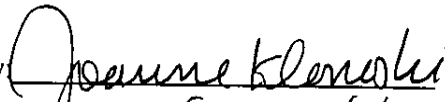
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

MORTGAGEE:

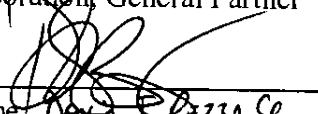
LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: Joanne Klonoska
Its: First V.P.

LANDLORD:

MICHIGAN AVENUE ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

By: **EAR Gage, Inc.**, an Illinois corporation, General Partner

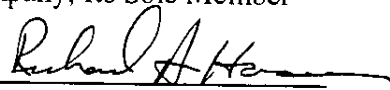
By: 
Name: David J. Pezza Sr.
Its: Executive Vice President

TENANT:

THE HERITAGE AT MILLENNIUM PARK, LLC, a Delaware limited liability company

By: **Mesa MPT, LLC**, an Illinois limited liability company, its Manager

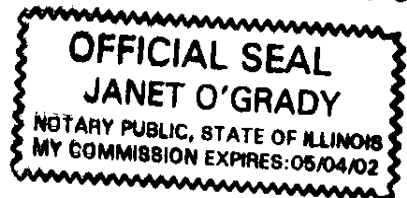
By: Mesa Development LLC, a Delaware limited liability company, Its Sole Member

By: 
Name: Richard A. Hanson
Its: Sole Member

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STATE OF ILLINOIS)
) SS
COUNTY OF Will)

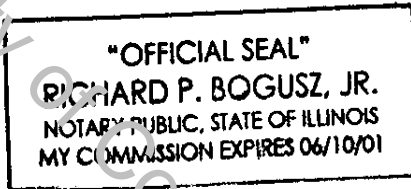


I, Janet O'Grady, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joanne Klonoski, the F.V.P. of LASALLE BANK NATIONAL ASSOCIATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said organization, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of March, 2001.

Janet O'Grady
Notary Public

My Commission Expires:



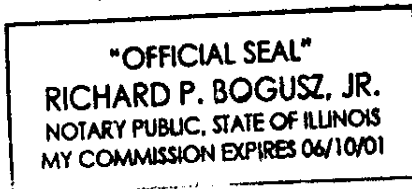
STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, Richard P. Bogusz, Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David J. Ferrara Sr., the Executive V.P. of EAR BASE, INC. General, 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 he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said organization, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of March, 2001.

[Signature]
Notary Public

My Commission Expires:



Partner of
Michigan Avenue
Associates Limited
Partnership

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EXHIBIT "A"

LEGAL DESCRIPTION

Sub Lots 1 and 2 of Lot 5, also the North 1/2 of Lot 8 and the North 4 feet of the South 1/2 of Lot 8 all in Block 1 in Fractional Section 15 Addition to Chicago, in Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Index Number 17-15-101-011, Volume 510.

Permanent Tax Index Number 17-15-101-012, Volume 510.

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