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6/4/2001 38 001 Page 1 of 10
2001-08-01 14:42:13
Cook County Recorder 39.50

DOCUMENT PREPARED BY AND AFTER
RECORDING TO BE RETURNED TO;

THOMAS P. DUFFY
WILDMAN, HARROLD, ALLEN & DIXON
225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606



Property of Cook County Recorder's Office

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

This Agreement is made and entered into this 17 day of July, 2001, by and between WALGREEN CO. (hereinafter referred to as "Tenant"), with a mailing address of 200 Wilmot Road, Deerfield, Illinois 60015, Attention: Law Department and COLE TAYLOR BANK, as Trustee under a Trust Agreement dated December 1, 1997 and known as Trust No. 97-7751 (hereinafter referred to as "Landlord"), with a mailing address of 111 West Washington Street, Chicago, Illinois 60602, and COLE TAYLOR BANK, an Illinois banking corporation ("Mortgagee") with a mailing address of 5501 West 79th Street, Burbank, Illinois 60459.

WITNESSETH:

WHEREAS, Tenant has entered into an Amended and Restated Lease dated May 23, 2000, with Landlord, whereby Landlord has demised to Tenant the premises described in said lease (which are hereinafter referred to as the "Leased Premises") located on certain real estate legally described in Exhibit "A" attached hereto and made a part hereof; said lease together with any amendments or modifications thereof, whether now or hereafter existing shall be hereinafter referred to as the "Lease"; and

WHEREAS, Landlord has executed and delivered to Mortgagee a Construction Mortgage recorded with the Recorder of Deeds for Cook County, Illinois on July 17, 2000, as Document No. 00531119, together with related security documents

(collectively, the "Mortgage") encumbering the Leased Premises and other property owned by Landlord, to secure an indebtedness due Landlord to Mortgagee; and

WHEREAS, Mortgagee and Tenant, in connection with the Lease and the Mortgage have each requested the execution of this Agreement.

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

1. The Lease is and shall continue to 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 and interest accrued and from time to time unpaid thereon, subject to the terms of this Agreement. In the event of a conflict between the provisions of the Lease and the provisions of the Mortgage, the provisions of the Lease shall prevail.

2. So long as Tenant is not in material default of the Lease, and after notice and an opportunity to cure the same as provided in the Lease, Tenant shall not be disturbed by Mortgagee in Tenant's possession, enjoyment, use and occupancy of the Leased Premises during the term of the Lease, and in the event that Mortgagee shall succeed to the interest of Landlord under the Lease and/or shall obtain possession of the Leased Premises, Mortgagee agrees to be bound by the Lease and all of the terms and conditions thereof (subject to Paragraph 6 below).

3. Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage, all rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such payment of rent and other sums to Mortgagee hereunder shall not relieve Landlord of any of its obligations under said Lease nor modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, Tenant's rights of offset or deduction. Landlord specifically consents to this Paragraph 3. Landlord relieves Tenant of all liability for the payment of any sums as required under this Paragraph 3. Tenant shall have no liability nor obligation to verify the existence of any default of the Mortgage by Landlord so alleged by Mortgagee. Tenant may rely on Mortgagee's notice under this Paragraph 3 regardless of any conflicting or contrary demands by Landlord.

4. (a) Tenant shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. Tenant's failure to so provide a notice to Mortgagee hereunder shall not be a default of this Agreement or the Lease, except that Mortgagee shall not be bound by

defaults, offsets or deductions that Mortgagee has not been notified of (as more fully set forth in Paragraph 6 below).

(b) All notices under this Agreement shall be in writing and addressed to each party at the mailing address set forth on page one of this Agreement, provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

5. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant as a party defendant in any foreclosure proceedings so long as the Tenant is not in material default and after notice and an opportunity to cure the same under any of the terms, covenants or conditions of the Lease (except to the extent necessary to accomplish the foreclosure and then not to disturb Tenant's possession nor interfere with any of Tenant's rights under the Lease and at no cost, expense or attorneys fees to be incurred by Tenant).

6. In the event that the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease and/or shall obtain possession of the Leased Premises, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of the Leased Premises (or a deed in lieu thereof) and all rights and obligations under the Lease shall continue as though the interest of Landlord has not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee, its designee or purchaser for the breach of the Lease that Tenant might have under the Lease against the Landlord; provided, however, that the Mortgagee, its designee or purchaser shall not be (a) liable for any act or omission of any prior landlord (including the Landlord) except for any defaults or remedies of which Tenant has notified Landlord and Mortgagee as provided for in the Lease and this Agreement; (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord) except for any defaults or remedies of which Tenant has notified Landlord and Mortgagee, as provided for in the Lease and this Agreement; (c) bound by any rent or other sums payable by Tenant under the Lease which Tenant might have paid for more than the current month to any prior landlord (including Landlord) except to the extent such prepayment by Tenant for more than the current month was required by the terms of the Lease; or (d) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Mortgagee shall promptly notify Tenant upon the release and/or satisfaction of its Mortgage.

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

TENANT:

WALGREEN CO.

10692334

for By: [Signature]
Its: Vice President

LANDLORD:

COLE TAYLOR BANK, an Illinois banking corporation, as Trustee under a Trust Agreement dated December 1, 1997 and known as Trust No. 97-7751 and not personally

This agreement is signed by COLE TAYLOR BANK not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 97-7751. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of these terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of COLE TAYLOR BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

BY: [Signature]
Its Vice President

Attest: [Signature]
BY: [Signature]
Its Sr. Trust Officer

MORTGAGEE:

COLE TAYLOR BANK, an Illinois banking corporation

BY: [Signature]
Its SVP

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STATE OF

10692334

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Allan Kosnick, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such U.P. of WALGREEN CO., a U.P. corporation, appeared before me 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of July, 2001.

Lola Allen-M
Notary Public

My Commission Expires: 5/1/04



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STATE OF ILLINOIS

10692334

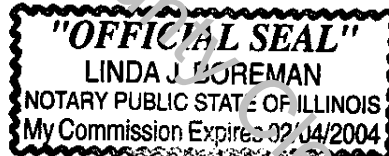
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Mario V. Gotanco and Linda L. Horcher, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such v.p. and sr. Trust Officer of COLE TAYLOR BANK, an Illinois banking corporation, as Trustee under a Trust Agreement dated December 1, 1997 and known as Trust No. 97-7751, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of July, 2001.


Notary Public

My Commission Expires:



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STATE OF

10692334

COUNTY OF

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DAVID LIVINGSTON, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice President of COLE TAYLOR BANK, an Illinois banking corporation, appeared before me 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, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of July, 2001.

Deborah R. Latham
Notary Public

My Commission Expires: 9/2/2002



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EXHIBIT A

LEGAL DESCRIPTION

10692334

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EXHIBIT

10692334

LEGAL DESCRIPTION OF SHOPPING CENTER PARCEL

PARCEL 1:

THAT PART OF THE WEST 450.00 FEET OF THE EAST 500.00 FEET OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 1329.01 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, AFORESAID, EXCEPTING THEREFROM THE SOUTH 33.00 FEET THEREOF AND EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SOUTH COTTAGE GROVE AVENUE, BEING A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34, WITH A LINE 1329.01 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34; THENCE SOUTHERLY ALONG SAID WEST LINE OF SOUTH COTTAGE GROVE AVENUE, 48.04 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID WEST LINE OF SOUTH COTTAGE GROVE AVENUE, 154.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 204.00 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE OF COTTAGE GROVE AVENUE, 154.00 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 204.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE EAST 500.00 FEET THEREOF, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF EAST 87TH STREET (BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34), WITH THE WEST LINE OF THE EAST 500.00 FEET OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34; THENCE NORTH ALONG A LINE PARALLEL WITH AND 500.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34, A DISTANCE OF 130.00 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE WEST ALONG A LINE PARALLEL WITH AND 130.00 FEET NORTH OF THE NORTH LINE OF EAST 87TH STREET, A DISTANCE OF 196.11 FEET; THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 34, A DISTANCE OF 110.00 FEET; THENCE WEST ALONG A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34, A DISTANCE OF 8.71 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE WEST $\frac{1}{8}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34, A DISTANCE OF 472.57 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE OF 39 DEGREES 45 MINUTES FROM NORTH TO WEST WITH SAID LAST DESCRIBED LINE, A DISTANCE

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OF 138.15 FEET; THENCE NORTH PARALLEL WITH THE AFORESAID EAST LINE OF THE WEST 1/8 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 321.80 FEET TO A LINE 160.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE EAST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 292.73 FEET TO A POINT 500.00 FEET WEST OF THE EAST LINE OF SAID SECTION 34; THENCE SOUTH ALONG A LINE 500.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 1010.49 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

10692334

PARCEL 3:

THE NORTH 30.00 FEET OF THE SOUTH 163.00 FEET OF THE WEST 196.11 FEET OF THE EAST 696.11 FEET OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4

THE NORTH 100.00 FEET OF THE SOUTH 133.00 FEET OF THE EAST 76.11 FEET OF THE WEST 196.11 FEET OF THE EAST 696.11 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE SOUTH 33 FEET TAKEN FOR EAST 87TH STREET).

Address: 87th Street and Cottage Grove Avenue, Chicago, Illinois

PINs: 20-34-413-019; 020; 021; 022; 031; 032; 033; 034; 035; 036; 037; 038; 039; 059