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Cook County Recorder 37.50



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**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 31st day of August, 2001, by and between **FIRST BANK OF HIGHLAND PARK**, a national banking association ("Mortgagee"), and **WALGREEN CO**, an Illinois corporation ("Tenant");

WITNESSETH:

WHEREAS, Mortgagee is the holder of a Mortgage Note in the original principal amount of \$4,600,000.00, secured by a Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "Mortgage") dated August 23, 2000, by **BGP Bridgeview, L.L.C.**, an Illinois limited liability company ("Landlord"), recorded on August 30, 2000 as Document No. 00674926, in the Official Records of Cook County, State of Illinois covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Mortgagee is the holder of a Mortgage Note in the original principal amount of \$4,600,000.00, secured by a Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "Mortgage") dated August 23, 2000, by **BGP Bridgeview, L.L.C.**, an Illinois limited liability company ("Landlord"), recorded on September 7, 2000 as Document No. 00693381, in the Official Records of Cook County, State of Illinois covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, by Lease dated March 29, 2001, ("Lease"), recorded by Memorandum of Lease of even date on August 6, 2001, as Document No. 0010715294, in the Official Records of Cook County, State of Illinois, Landlord, as landlord, leased to Tenant, as tenant, the property described on Exhibit "A" ("Leased Premises");

WHEREAS, Mortgagee and Tenant desire to confirm their understanding with respect to said Lease and said Mortgage;

Prepared by and after recording return to:
Randy S. Gussis
Shaw Gussis Domanskis Fishman & Glantz
1144 West Fulton Street, Suite 200
Chicago, Illinois 60607
Attorney ID Number 36386

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NOW, THEREFORE, in consideration of the Premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, the lien of said Lease is hereby subordinated to the lien of said Mortgage. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.
2. In the event Mortgagee or any other party acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or otherwise, said Lease shall remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, Mortgagee or any other party shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder.
3. So long as Mortgagee shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Mortgagee when Mortgagee is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage, or otherwise, and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease.
4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Leased Premises.
5. Mortgagee shall promptly advise Tenant upon the release, cancellation or termination of said Mortgage.
6. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.
7. In the event that Successor Landlord succeeds to the interest of Landlord under such Lease, Successor Landlord shall not be:
 - a) Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except for any defaults or remedies of which Tenant has notified Mortgagee; or
 - b) Bound by any payment of any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
 - c) Bound by any amendment or modification of the Lease made without Mortgagee's consent.
8. During the continuance of said Mortgage, Tenant shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under said Lease which are of a nature as to give Tenant a right to terminate said Lease, 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

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(but shall not be required) to cure the same. In any event, Tenant's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Tenant under said Lease and/or this Agreement.

- 9. Tenant hereby agrees that upon receipt of written notice from Lender of a default by Landlord under said Mortgage, all checks for rent and other sums payable by Tenant under said Lease to Landlord shall, from the date of Tenant's receipt of such written notice, be delivered to and drawn to the exclusive order of Lender until Lender or a court of competent jurisdiction shall direct otherwise. Such an assignment of rent shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, any rights contained in said Lease which allow Tenant the right of so-called self help, offsets or deductions in the event of default or otherwise. Landlord hereby consents and agrees to the provisions of the paragraph and hereby authorizes Tenant to direct all rental and other payments under said Lease as provided by this paragraph. Landlord hereby relieves Tenant from any liability by reason of Tenant's payment of any sums under said Lease as required by this paragraph. Tenant shall have no obligation to verify the existence of any such default stated in the notice from Lender under this paragraph.

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

~~BOND DRUG COMPANY~~
~~OF ILLINOIS~~
WALGREEN CO.

FIRST BANK OF HIGHLAND PARK

CHK

By: [Signature]
Allan M. Resnick, Vice President

By: [Signature]
Its: Vice Chairman

BGP BRIDGEVIEW, L.L.C.

[Signature]
Scott H. Glendell

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STATE OF ILLINOIS)
)
 COUNTY OF) SS

I, Charles Kaufman, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Allan M. Resnick, a Vice President of ~~BOND DRUG COMPANY OF ILLINOIS~~, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his and the corporation's free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of August, 2001.

Charles Kaufman
 Notary Public

My Commission Expires:
10/20/04



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STATE OF ILLINOIS)
)
) SS
 COUNTY OF)

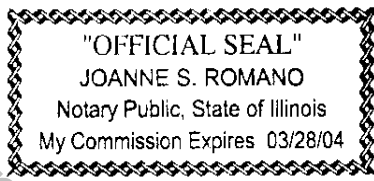
I, Joanne Romano, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Howard Levy, the Vice Chairman of FIRST BANK OF HIGHLAND PARK, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his and the bank's free and voluntary act for the uses and purposes therein set forth.

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

Joanne S. Romano

 Notary Public

My Commission Expires:
3/28/04



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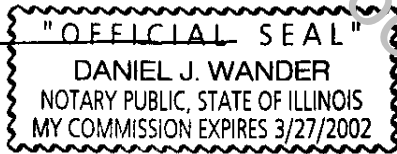
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Daniel Wander, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott H. Glendell, a of BGP Bridgeview, L.L.C., the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his and the corporation's free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4 day of September, 2001

[Signature]
Notary Public

My Commission Expires:



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EXHIBIT A
LEGAL DESCRIPTION OF LEASED PREMISES

THE SOUTH 172 FEET OF THE EAST 192 FEET OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAY PURPOSES) IN COOK COUNTY, ILLINOIS.

A TRACT OF LAND COMPRISING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF WEST 79TH STREET, AS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS BY CONDEMNATION CASE NO. 54S19501, SAID POINT BEING 58.37 FEET NORTH OF THE SOUTH LINE AND 492 FEET WEST OF THE EAST LINE OF SAID SECTION 25; AND RUNNING THENCE EAST ALONG SAID NORTH LINE OF WEST 79TH STREET, A DISTANCE OF 300 FEET TO A POINT 192 FEET WEST OF SAID EAST LINE OF SECTION 25; THENCE NORTH PARALLEL WITH THE SAID EAST LINE OF SECTION 25; A DISTANCE OF 112.69 FEET TO A LINE 172 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SECTION 25; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 142 FEET TO THE WEST LINE OF SOUTH HARLEM AVENUE, SAID WEST LINE OF HARLEM AVENUE BEING 50 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SECTION 25; THENCE NORTH ALONG SAID WEST LINE OF HARLEM AVENUE, A DISTANCE OF 216 FEET TO A LINE 388 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SECTION 25; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF SECTION 25, A DISTANCE OF 150 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 2 DEGREES 8 MINUTES 27 SECONDS TO THE RIGHT WITH THE EXTENSION OF LAST DESCRIBED COURSE A DISTANCE OF 133.84 FEET TO AN INTERSECTION WITH THE NORTHERLY PROPERTY LINE OF THE CHICAGO AND WESTERN INDIAN RAILROAD COMPANY, AS DESCRIBED IN WARRANTY DEED DATED SEPTEMBER 30, 1912, AS DOCUMENT 5054474; THENCE SOUTHWESTERLY ALONG SAID PROPERTY LINE, BEING A CURVED LINE, CONVEXED SOUTHEASTERLY, AND HAVING A RADIUS OF 963 FEET, THE CENTER OF SAID CURVED LINE BEING 1095 FEET NORTH OF THE SOUTH LINE AND 925 FEET WEST OF THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 625.42 FEET TO A LINE DRAWN PARALLEL WITH AND 492 FEET WEST OF SAID EAST LINE OF SECTION 25; THENCE SOUTH ALONG LAST DESCRIBED LINE, A DISTANCE OF 176.90 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART WHICH FALLS IN HARLEM AVENUE, 78TH STREET AND 79TH STREET, IN COOK COUNTY, ILLINOIS.

BEGINNING AT A POINT ON THE NORTH LINE OF WEST 79TH STREET AS ESTABLISHED BY DEPARTMENT OF PUBLIC WORKS, STATE OF ILLINOIS, BY CONDEMNATION CASE 54S19501, SAID POINT BEING 58.37 FEET NORTH OF THE SOUTH LINE AND 492 FEET WEST OF THE EAST LINE, THENCE NORTH ON A LINE PARALLEL WITH AND 492 FEET WEST OF SAID EAST LINE OF SECTION 25, A DISTANCE OF 176.90 FEET, THENCE NORTHEASTERLY ALONG THE NORTHERLY PROPERTY LINE OF CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, AS DESCRIBED IN WARRANTY DEED DATED SEPTEMBER 30, 1912 AS DOCUMENT NO. 5054474, SAID NORTHERLY LINE BEING A CURVED LINE CONVEXED SOUTHEASTERLY AND HAVING A RADIUS OF 963 FEET, THE CENTER OF SAID CURVED LINE BEING 1.095 FEET NORTH OF THE SOUTH LINE AND 925 FEET WEST OF THE EAST LINE OF SAID SECTION 25, TO THE INTERSECTION WITH THE SOUTH LINE OF 78TH STREET, SAID SOUTH LINE BEING A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, THENCE WEST ON SAID SOUTH LINE OF WEST 78TH STREET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, THENCE SOUTH AFORESAID WEST LINE TO A POINT 379.26 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, THENCE EAST 134 FEET ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE 321 FEET TO THE NORTH LINE OF WEST 79TH STREET, THENCE EAST ALONG SAID NORTH LINE OF WEST 79TH STREET TO THE POINT OF BEGINNING, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (EXCEPT THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, 379.26 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, THENCE EAST 180.00 FEET ON A LINE PARALLEL WITH THE AFORESAID SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TO A POINT 153 FEET SOUTH OF AND DISTANT FROM THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, A DISTANCE OF 180.00 FEET TO THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, THENCE SOUTH ON SAID WEST LINE 132.95 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED THREE PARCELS; (1) EAST 60 FEET OF THE WEST 120 FEET OF THE SOUTH 120 FEET OF THE NORTH 153 FEET THEREOF; (2) THE WEST 60 FEET OF THE

SOUTH 120 FEET OF THE NORTH 153 FEET THEREOF; AND (3) THE EAST 60 FEET OF THE WEST 180 FEET OF THE SOUTH 120 FEET OF THE NORTH 153 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

PARCELS A - E IN THE ELIZABETH & TINA SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 28, 2000 AS DOCUMENT 0001017246

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