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Cook County Recorder

43.00

This instrument was prepared by and after recording return to:



Sandra L. Waldier, Esq.  
Bell, Boyd & Lloyd  
Suite 3100  
Three First National Plaza  
70 West Madison  
Chicago, Illinois 60602

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (the "Agreement") is made as of the 3rd day of MAY, 2002, by and among CENTRUM NORRIDGE II, L.L.C., an Illinois limited liability company ("Landlord"), LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Tenant"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Mortgagee").

Recitals

A. Mortgagee has agreed to make a loan to Landlord in the amount of \$2,900,000 (the "Loan") on the terms and conditions contained in the Note and Mortgage (hereinafter defined). Landlord executed and delivered to Mortgagee a certain promissory note ("Note") dated as of May 10, 2002, payable to the order of Mortgagee in the original principal amount of \$2,900,000 with interest and principal payable as therein provided. The Loan and Note are secured by a Leasehold Mortgage, Security Agreement and Fixture Filing ("Mortgage") dated May 10, 2002, and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on \_\_\_\_\_, 2002, as Document No. 0020582308, encumbering, among other things, the leasehold interest in the property described in Exhibit A attached hereto and made a part hereof and all improvements thereon (the "Real Estate").

B. Tenant has entered into a Lease dated as of July 11, 2001, (the "Lease") with Landlord pursuant to which Landlord has subleased a portion of its ground leasehold interest in the Real Estate to Tenant for the term and on the terms and conditions set forth in the Lease. Said Lease, together with any amendments, letter agreements or modifications thereof, whether now or hereafter existing, shall be referred to as the "Lease".

C. The parties desire to agree upon the relative priority of their interests in the Real Estate and their rights and obligations if certain events occur.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties do hereby covenant and agree as follows:

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Bell  
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BOX 333-CTV

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Property of Cook County Clerk's Office

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1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) "Foreclosure Event" means (i) foreclosure under the Mortgage, (ii) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Note and/or the Mortgage, as a result of which Successor Landlord becomes owner of the Real Estate, or (iii) delivery by Trustee to Mortgagee (or its designee or nominee) of a deed or other conveyance of Trustee's interest in the Real Estate in lieu of any of the foregoing (whether by deed in lieu of foreclosure or otherwise).

(b) "Successor Landlord" means any party that becomes owner of the Real Estate as the result of a Foreclosure Event.

(c) Initially capitalized terms used in this Agreement and not expressly defined herein have the meanings given them in the Mortgage.

2. Subordination of Lease. Pursuant to the terms of this Agreement, the parties acknowledge and agree that the Lease and all of Landlord's and Tenant's respective rights and interests thereunder are and shall be subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to any subsequent mortgage with which the Mortgage may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Landlord and Tenant hereby acknowledge and agree that Mortgagee shall have the right at any time to elect, by a notice in writing given to Landlord and Tenant, to make the Lease superior to the Mortgage, and, upon the giving of such notice to Landlord and Tenant, the Lease shall be deemed to be prior and superior to such Mortgage and the interest thereby created and evidenced.

3. Non-Disturbance and Attornment.

(a) No Exercise of Mortgage Remedies Against Tenant. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure periods set forth in the Lease, Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage including, without limitation, (i) Tenant shall not be evicted from the Real Estate, (ii) Tenant's rights to use and possession under the Lease shall not be affected in any way by reason of the subordination or any modification of or default under the Mortgage, and (iii) Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage, unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

(b) Nondisturbance and Attornment. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure periods set forth in the Lease: (a) neither Mortgagee nor Successor Landlord shall terminate or disturb Tenant's possession of Tenant's Premises under the Lease and Tenant's rights and privileges under the

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Lease shall not be diminished, interfered with or disturbed, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Landlord under the Lease as affected by this Agreement as provided in paragraph 4 herein; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as modified as a result of Successor Landlord's succession to title pursuant to the terms of this Agreement), between Successor Landlord and Tenant.

(c) Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

4. Attornment. In the event that Successor Landlord shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to the Successor Landlord, all rights and obligations under the Lease, including Tenant's construction obligations, to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any instrument or certificate which, in the reasonable judgment of Successor Landlord, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment; provided such instrument or certificate includes provision reasonably acceptable to Tenant for the non-disturbance of Tenant's possession of the Premises on the conditions specified in this Agreement.

5. Rights and Obligations of Successor Landlord under Lease. Successor Landlord in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of Annual Base Rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. The Tenant shall have the same remedies against the Successor Landlord for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Successor Landlord had not succeeded to the interest of the Landlord; provided, however, that the Successor Landlord shall not be:

- (a) liable for any act or omission of or any claims against any prior landlord (including the Landlord), provided, however, that commencing on the date on which Successor Landlord acquires said interest, Successor Landlord, its successors and assigns, shall perform all obligations of Landlord under the Lease beginning as of the date Successor Landlord acquires said interest notwithstanding that any failure to perform any obligations of Landlord may have commenced prior to and continue after the date of such acquisition of said interest by Successor Landlord and notwithstanding that

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such failure may have been the subject to a prior default notice by Tenant, except in the event of a default of continuing nature that Tenant previously notified Mortgagee and gave Mortgagee the opportunity to cure the breach which continues after the Successor Landlord succeeds to the interest of the Landlord under the Lease, shall constitute a default under the Lease; or

- (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- (c) bound by any rent or additional rent which the Tenant might have paid for more than the one month in advance to any prior landlord (including the Landlord); or
- (d) bound by any amendment or modification of the Lease, or waiver of any of its terms, made without Mortgagee's consent; or
- (e) liable for any deposit that any prior landlord (including the Landlord) owed to Tenant; or
- (f) liable for any sum that any prior landlord (including the Landlord) owed to Tenant, unless the amount owed was actually delivered to Successor Landlord; or
- (g) bound by any surrender, cancellation or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant and not consented to by Mortgagee; or
- (h) liable for any breach of any representation or warranty by any prior landlord, except where such breach is of a continuing nature and Tenant has previously notified Mortgagee and given Mortgagee the opportunity to cure the breach as provided herein.

6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Real Estate from time to time, including insurance and condemnation proceeds and Successor Landlord's interest in the Lease (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as amended or affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.



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## 7. Mortgagee's Right to Cure.

(a) Notice to Mortgagee. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any remedies under the Lease, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

(b) Mortgagee's Cure Period. After Mortgagee receives a Default Notice, Mortgagee shall have a period of ten (10) days (as to monetary default) and thirty (30) days (as to non-monetary default) following the later of receipt of such Default Notice or the expiration of the applicable cure period for such breach or default by Landlord. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing

(c) Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires Mortgagee to possess and control the Real Estate and the breach or default is not readily curable within the 30-day period described in Section 7(b) above, provided only that Mortgagee undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure such breach or default within the period permitted by the Lease, Mortgagee's cure period shall continue for such additional time (the "Extended Cure Period") as Mortgagee may reasonably require to obtain possession and control of the Real Estate and to thereafter cure the breach or default with reasonable diligence and continuity. Notwithstanding the foregoing, Mortgagee agrees that in the event Mortgagee has not cured any such breach or default under this Paragraph 7(c) within one hundred twenty (120) days after the receipt of a Default Notice, then in such event, Tenant shall have the right to elect either (1) to abate rent payments under the Lease or (2) to cure such default at its own expense and deduct the reasonable costs thereof from rent payments under the Lease. So long as any receiver of the Real Estate has been appointed and is continuing to serve, Mortgagee shall be deemed to have possession and control of the Real Estate.

8. Tenant Notice. Tenant shall be entitled to rely upon any notice from Mortgagee and shall be protected with respect to any payment made pursuant to such notice, irrespective of whether a dispute exists between Landlord and Mortgagee with respect to the existence of an event of default or the rights of Mortgagee hereunder or otherwise. If Tenant receives a written notice from Mortgagee pursuant to this section at the address set forth below or at such other address Tenant shall designate, Tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this agreement, irrespective of any notice given by Landlord to the contrary, Landlord hereby authorizes Tenant to comply with such notice until the first to occur of: (i) the receipt by Tenant of a subsequent notice from Mortgagee directing Tenant to make rental payments to a party other than Mortgagee; (ii) the appointment of a receiver, in which event Tenant shall thereafter make payments of rents as may be directed by such receiver; or (iii) the issuance of a court order directing Tenant to make rental payments in a manner not consistent with Mortgagee's prior notice.

9. Assignment of Rents. Tenant acknowledges that Landlord's interest in and the rents payable under the Lease are being duly assigned to Lender as security for the Loan

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and that all rent payments under the Lease shall continue to be paid to Landlord in accordance with the terms of the Lease until the Tenant is notified otherwise in writing by Lender or its successors and assigns.

10. Intentionally Deleted.

11. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(b) Entire Agreement. This Agreement constitutes the entire agreement among Mortgagee, Landlord and Tenant regarding the rights and obligations of Tenant, Landlord and Mortgagee as to the subject matter of this Agreement.

(c) Interaction with Lease and with Mortgage. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment. This Agreement constitutes compliance with, any provisions in the Lease that provide for delivery of nondisturbance agreements by the holder of the Mortgage.

(d) Mortgagee's Rights and Obligations. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Mortgagee under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement, or the amendments to the Lease set forth herein.

(e) Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of Illinois, excluding its principles of conflicts of law.

(f) Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(g) Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(h) Mortgagee's Representation. Mortgagee represents that Mortgagee has full authority to enter into this Agreement, and Mortgagee's entry into this Agreement has been duly authorized by all necessary actions.

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(i) No Merger. There shall be no merger of the leasehold estate with the fee estate in the Real Estate or any part thereof if an attornment occurs pursuant to this Agreement or if Mortgagee acquires or holds, directly or indirectly, the Lease or any interest in the Lease and the fee estate in the leasehold Real Estate or any interest in such fee estate.

12. Notices. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, (iii) if telexed, telegraphed or telecopied, six (6) hours after being dispatched by telex, telegram or telecopy, if such sixth hour falls on a business day within the hours of 9:00 a.m. through 4:00 p.m. of the time in effect at the place of receipt, or at 9:00 a.m. on the next business day thereafter if such sixth hour is later than 4:00 p.m. or (iv) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:



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In the case of Mortgagee, to:

LaSalle Bank National Association  
135 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Ms. Andrea Velthoven  
Fax: (312) 904-6467

with copy to:

Sandra L. Waldier, Esq.  
Bell, Boyd & Lloyd LLC  
70 West Madison Street, Suite 3100  
Chicago, Illinois 60602  
Fax: (312) 372-2098

In the case of Tenant, to:

ABN AMRO North America, Inc.  
135 South LaSalle Street  
Suite 3400  
Chicago, Illinois 60603  
Attn: Property Management

with copy to:

ABN AMRO North America, Inc.  
135 South LaSalle Street  
Suite 925  
Chicago, Illinois 60603  
Attn: Valeria St. Vicina Bailey, Esq.

In the case of Landlord, to:

Centrum Norridge II, L.L.C.  
225 West Hubbard, Fourth Floor  
Chicago, Illinois 60610  
Fax: (312) 832-2525

with copy to:

Mary Koberstein, Esq.  
Centrum Properties  
225 West Hubbard St., Fourth Floor  
Chicago, Illinois 60610  
Fax: (312) 923-0984

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or such other address or in care of such other person as hereafter shall be designated in writing by the applicable party and shall be deemed to have been given as of the date of receipt.

The parties have executed this Subordination, Attornment and Non-Disturbance Agreement as of the date first above written.

MORTGAGEE

TENANT


LASALLE BANK NATIONAL  
ASSOCIATION, a national banking  
association

LASALLE BANK NATIONAL  
ASSOCIATION, a national banking  
association

By:

Name:

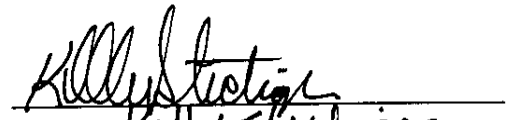
Title:

  
Name: Andrea M Baker  
Title: FVP

By:

Name:

Title:

  
Name: Kelly Struchiner  
Title: Vice President



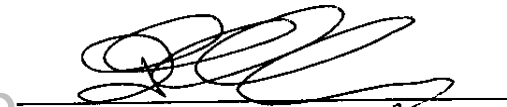
LANDLORD:

CENTRUM NORRIDGE II, L.L.C., an Illinois  
limited liability company

By:

Name:

Title:

  
Name: John McLinden  
Title: a Manager

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## Exhibit A

### Legal Description

#### PARCEL 1:

LOT 10 (EXCEPT THE EASTERLY 35 FEET), AND ALL OF LOTS 11 AND 12 IN BLOCK 8 IN CUMBERLAND AND LAWRENCE, BEING GEORGE GAUNTLETT'S SUBDIVISION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF WATER MAINS, STORM DRAINS, SEWERS, WATER SPRINKLER SYSTEM LINES, TELEPHONE OR ELECTRICAL CONDUITS OR SYSTEMS, CABLE, GAS MAINS AND OTHER UTILITY FACILITIES; FOR PARKING OF VEHICLES; FOR CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, OPERATION, MAINTENANCE AND REPAIR OF A SIGN PANEL; FOR PERFORMANCE OF REMEDIATION, IF NECESSARY, FOR THE BENEFIT OF THE ABOVE PARCELS OF LAND AS CREATED BY RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 27, 2001 AS DOCUMENT 0010657446.

Address: NWC of Cumberland and Lawrence Avenue, Norridge, Illinois

P.I.N.s: 12-11-309-020; 12-11-309-021

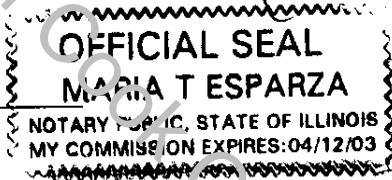
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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

I, MARIA T. ESPARZA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ANDREA H. PATCHIN, 1ST V. President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 1ST V. President, appeared before me this day in person and acknowledged that She signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14<sup>th</sup> day of May, 2002.

Maria T. Esparza  
Notary Public



My commission expires \_\_\_\_\_

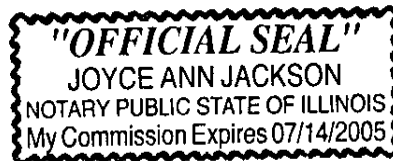
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

I, Joyce Ann Jackson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Kelly Stradinger, Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Bank"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3<sup>rd</sup> day of May, 2002.

Joyce Ann Jackson  
Notary Public

Commission expires 7/14/2005.



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STATE OF ILLINOIS            )  
  )  
COUNTY OF Cook            )            ss.

I, Stephanie Bengtsson a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John McIndea a Mgr of Centrum Norridge II, L.L.C., an Illinois limited liability company (the "Company"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mgr, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as such Mgr as his free and voluntary act and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7<sup>th</sup> day of May, 2002.

Stephanie Bengtsson  
"OFFICIAL SEAL"  
STEPHANIE T. BENGTSSON  
Notary Public, State of Illinois  
My Commission Expires 10/06/05

Commission expires \_\_\_\_\_