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Cook County Recorder

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Prepared by:

Parker, Poe, adams and Bernstein LLP  
Three First Union Center  
401 South Tryon Street  
Suite 3000  
Charlotte, NC 28202

When recorded mail to:

First National Realty Management Co. Inc.  
415 North LaSalle Street  
Suite 200  
Chicago, IL 60610

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CP

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

BOX 333-CTV

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is dated as of the 10<sup>th</sup> day of June, 2002, between Wells Fargo Bank Minnesota, N.A. as Trustee for the Registered Holders of First Union National Bank Commercial Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 2000-C2 ("Lender"), and The Landings Footaction, Inc., an Illinois corporation ("Tenant").

### RECITALS

Tenant is the tenant under a certain lease (as amended, if amended, the "Lease") dated February 14, 2002, with Amalgamated Bank of Chicago as Trustee under Trust 4951 ("Landlord") or its predecessor in interest, of premises described in the Lease (the "Premises") located in a certain shopping center known as The Landings Shopping Center located in Lansing, Illinois and more particularly described in Exhibit A attached hereto and made a part hereof (such shopping center, including the Premises, is hereinafter referred to as the "Property").

This Agreement is being entered into in connection with a mortgage loan (the "Loan") made by Lender to Landlord, which Loan is secured by, among other things: (a) a first mortgage, deed of trust or deed to secure debt on and of the Property (the "Mortgage") recorded with the registry or clerk of the county in which the Property is located; and (b) a first assignment of leases and rents on the Property (the "Assignment of Leases and Rents") which is recorded. The Mortgage and the Assignment of Leases and Rents are hereinafter collectively referred to as the "Security Documents".

Tenant acknowledges that Lender will rely on this Agreement in connection with the Loan to Landlord.

### AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Security Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents, to the full extent of all amounts secured by the Security Documents from time to time. Said subordination is to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof, provided that any and all such renewals, modifications, consolidations, replacements and extensions shall nevertheless be subject to the terms of this Agreement.

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2. Lender agrees that, if the Lender exercises any of its rights under the Security Documents, including an entry by Lender pursuant to the Mortgage or a foreclosure of the Mortgage, Lender shall not disturb Tenant's right of quiet possession of the Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease, and the Lease shall continue in full force and effect as a direct Lease between Tenant and Lender, and Lender (subject to the provisions of this Agreement) shall succeed to the rights and duties of Landlord under the Lease. Upon attornment by Tenant as provided herein and subject to the provisions of this Agreement, Lender shall be bound to Tenant under the terms, covenants and conditions of the Lease and Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant had under the Lease against Landlord if Lender had not succeeded to the interest of Landlord.

4. Notwithstanding the foregoing to the contrary, Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), provided that if (i) any default by any prior Landlord under the Lease materially and adversely affects Tenant's business operations in the Premises and is continuing when Lender succeeds to the interest of Landlord under the Lease, and (ii) Lender received written notice of such default and an opportunity to cure such default as set forth in this Agreement, then Tenant shall have the right to cure such default and offset the reasonable costs actually incurred by Tenant in curing such default from rent due under the Lease (provided such offset shall not exceed \$5,000.00), or

(b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), except for abatements of rent specifically set forth in Section 11.02 and Section 12.02 of the Lease and except as set forth in subsection 4(a) above, or

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), or

(d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest, or

(e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by, or actually credited to, Lender, or

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(f) bound by any surrender, termination, amendment or modification of the Lease made without the consent of Lender (which consent shall not be unreasonably withheld) that (i) results in a reduction of rent or other sums due and payable pursuant to the Lease, (ii) reduces the term (including any renewal terms) of the Lease, (iii) terminates the Lease, (iv) provides for payment of rent more than one month in advance, (v) materially increases Landlord's obligations under the Lease, (vi) materially reduces Tenant's duties and obligations under the Lease or (vii) materially reduces Landlord's rights under the Lease.

5. Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of the Mortgage shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the real estate of which the Premises are a part shall, insofar as they apply to Lender, be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

6. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, as long as Lender, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Security Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. Provided Tenant is not in default under the Lease, Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default by Landlord under the Security Documents; provided, however, Lender may join Tenant as a party if joinder is necessary under any applicable statute or law to secure the rights and remedies available to Lender under the Security Documents, but such joinder shall not be for the purpose of terminating the Lease or affecting Tenant's right to possession of the Premises, provided that Tenant is not in default under the Lease. Lender shall have the right, without Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Security Documents. In the event of a foreclosure of the Mortgage, the Property shall be conveyed subject to this Agreement and the terms and provisions hereof.

7. Tenant hereby consents to the Assignment of Leases and Rents from Landlord to Lender in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent

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receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease. Tenant shall be under no obligation to ascertain whether a default by Landlord has occurred under the Security Documents or any other loan documents. Landlord waives any right, claim or demand it may now or hereafter have against Tenant by reason of such direct payment to Lender and agrees that such direct payment to Lender shall discharge all obligations of Tenant to make such payment to Landlord.

8. No instrument that purports to surrender, terminate or shorten the term of the Lease, or to reduce any rent or other sums due under the Lease, or to amend or modify the terms of the Lease in a way that materially decreases Landlord's rights or Tenant's obligations under the Lease or that materially increases Landlord's obligations under the Lease, shall be made without Lender's prior written consent in each instance, which consent shall not be unreasonably withheld and which consent shall be deemed given by Lender if (i) Lender fails to respond to such consent request within forty-five (45) days of Lender's actual receipt of such consent request and (ii) such consent request explicitly states that the failure of Lender to respond within forty-five (45) days shall be deemed Lender's approval of such consent request.

9. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant:

Footaction  
7880 Bent Branch Drive  
Suite 100  
Irving, Texas 75063

with a copy to:

Footstar  
One Crosfield Avenue  
West Nyack, New York 10994  
Attn: Legal

If to Lender:

Wachovia Securities  
8739 Research Drive URP4  
Charlotte, North Carolina 28288-1075



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Attention: Asset Administration  
Structured Products Servicing

with a copy to:

Parker, Poe, Adams & Bernstein L.L.P.  
Three Wachovia Center  
401 South Tryon Street  
Suite 3000  
Charlotte, NC 28202  
Attn: James Daniel, Esq.

10. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord.

11. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

12. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the parties hereto or their respective assigns or successors in interest.

13. This Agreement shall be construed in accordance with the laws of the state of in which the Property is located.

14. The person executing this Agreement on behalf of Tenant is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.

15. This Agreement shall not be binding on Tenant unless a fully executed original is returned to Tenant within ninety (90) days after the date hereof.

[SIGNATURE AND NOTARY PAGES FOLLOW]

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Witness the execution hereof as of the date first above written.

LENDER:

WELLS FARGO BANK MINNESOTA, N.A. as  
Trustee for the Registered Holders of First Union  
National Bank Commercial Mortgage Trust  
Commercial Mortgage Pass-Through Certificates,  
Series 2000-C2

By: WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Master and Special  
Servicer, as authorized under that certain  
Pooling and Servicing Agreement dated as of  
November 1, 2000.

By: [Signature]  
Name: Robert T. Uhlin  
Title: Asst. Vice President

TENANT:

THE LANDINGS FOOTACTION INC.

By: [Signature]  
Name: MAURICE WINTON  
Title: VP / SECRETARY

The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD:

\*  
AMALGAMATED BANK OF CHICAGO, NOT  
INDIVIDUALLY, BUT AS TRUSTEE UNDER  
TRUST 4951

\*  
This instrument is executed by AMALGAMATED BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMALGAMATED BANK OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMALGAMATED BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

By: [Signature]  
Name: John J. Malone  
Title: Vice President



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STATE OF North Carolina )  
 ) SS.  
COUNTY OF Mecklenburg )

On June 5, 2002, personally appeared the above named Robert Uhlin, an Assistant Vice President of Wachovia Bank, National Association, a national banking association, and acknowledged the foregoing to be the free act and deed of said association, before me.

Judith L. DeBoer

Notary Public

My commission expires: My Commission Expires May 30, 2006

STATE OF TEXAS )  
 ) SS.  
COUNTY OF Dallas )

On 5-15, 2002, personally appeared the above named Nancy Winton, the VP/SEC. of The Landings Footaction, Inc., an Illinois corporation, and acknowledged the foregoing to be the free act and deed of said corporation, before me.



Peter R. Jackson

Notary Public

My commission expires: 7-11-03

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On 6/11, 2002, personally appeared the above named John J. Malone, the Vice President of Amalgamated Bank of Chicago as Trustee under Trust 4951, and acknowledged the foregoing to be the free act and deed of said Corporation before me.



Joan M. Dicosola

Notary Public

My commission expires: 8-14-2002

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## EXHIBIT A

### Legal Description

LOTS 1 THROUGH 17, AND OUTLOTS A AND B, BEING A PART OF THE LANDINGS PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SUBJECT TO THAT CERTAIN DELCARATION OF RECIPROCAL EASEMENTS AND OPERAING COVENANTS DATED AUGUST 16, 1985, AND RECORDED IN COOK COUNTY, ILLINIOIS AS DOCUMENT NO. 85149087.

#### PIN#'s

30-19-300-038  
30-19-300-040  
30-19-300-041  
30-19-300-042  
30-19-300-043  
30-19-300-014  
30-19-300-018  
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30-19-300-027

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