

# UNOFFICIAL COPY

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2002-06-07 09:48:26

Cook County Recorder 33.50

**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SKOKIE OFFICE**



0020637307

Property of Cook County Clerk's Office

Subordination, Non-Disturbance & Attornment  
Agreement

AFTER RECORDING, PLEASE MAIL TO:

MORTGAGE DEPARTMENT  
PARKWAY BANK AND TRUST COMPANY  
4800 N. HARLEM AVENUE  
HARWOOD HEIGHTS, IL 60706



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Exhibit D

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

THIS AGREEMENT, made and entered into as of the 25 day of February,  
~~19~~ 2002, by and between ~~THE SOUTHLAND CORPORATION~~, a Texas corporation  
("Tenant"), whose address is 2711 North Haskell Avenue, Dallas, Texas 75204-2906, and  
Parkway Bank Trust Company ("Lender"), who address is 1800 N. Harlem  
Harwood #3 IL 60606; Cole Taylor Apts # 9-838 ("Borrower"), whose address is, 850 W Jackson  
Bldg Chicago IL 60607;

WITNESSETH:

WHEREAS, Lender has executed a loan to Borrower in the original principal amount  
of \$ 900,000.00, as evidence by a promissory note (the "Promissory Note") to  
Lender dated February 22, 2002;

WHEREAS, Borrower, as security for the Promissory Note, has executed and  
delivered to Lender a Mortgage Deed of Trust dated 2-25-02 and filed of record by  
the County Clerk of Cook County, State of Illinois on 3-5-02,  
as document # 0020247435 (the "Mortgage"), which Mortgage  
constitutes a first and prior lien against certain real property including the property more  
particularly described in Exhibit A, attached hereto and made a part hereof (the "Premises");

WHEREAS, pursuant to that certain Lease Agreement dated February 1, 2000  
evidenced by that certain Memorandum of Lease dated February 1, 2000 and filed of  
record by the County Clerk of Cook County, State of Illinois  
on Doc # 0011070432 in Official Records Book ---, at Page --- (the "Lease"),  
Borrower has leased the Premises to Southland, Inc., as lessee;

WHEREAS, Tenant desires to subordinate the Lease and its interest in the Premises to  
the lien of the Mortgage and to attorn to lender; and

WHEREAS, in return, Lender agrees to assure Tenant of its ongoing and undisturbed  
peaceful possession of the Premises covered by the Lease (the "Demised Premises"),  
regardless of any action taken by Lender under the Mortgage.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subordination. The Lease, and the rights of Tenant in, to and under the Lease  
and the Premises, are hereby subjected and subordinated to the lien of the Mortgage, and to  
any and all renewals, modifications and extensions thereof.

2. Tenant Not To Be Disturbed. So long as Tenant is not in default under the Lease  
(beyond any period given Tenant by the terms of the Lease to cure such default) in the  
payment of rent or other amounts owed pursuant to the Lease or in the performance of any of

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Copy  
ready  
59.50

Arrest: Bob King  
By: Robert King  
Name: JOHN DEBER  
Title: JOHN DEBER

By: Maximilian J. Weigman, V.P.  
Name: Maximilian J. Weigman  
Title: Vice President

Parkway Bank & Trust Co.  
Lender:

INITIALS  
M  
INITIALS  
J

\* from and after commencement of the term of the Lease, executed as of the date first above written.

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

8. The parties hereby confirm the term of the lease (has/have not) commenced. parties hereto and their representatives, successors and assigns.

7. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, successors and assigns.

6. Borrower Joinder. Borrower hereby agrees to the subordination and attornment effected hereunder upon the terms stated herein.

5. Rental Payments. Until such time as Tenant is otherwise notified in writing by Lender, it shall make all rental payments under the Lease to Borrower as provided therein.

4. Leasehold Improvements and Business Fixtures. Lender agrees that it will not claim any right, title or interest in and to any leasehold improvements and/or business fixtures installed upon the Demised Premises by Tenant pursuant to the terms of the Lease.

3. Tenant To Attorn To Lender. If (i) Lender shall become the owner of the Premises, (ii) the Premises shall be sold by reason of foreclosure of other proceedings brought to enforce the Mortgage or (iii) the Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between the then owner of the Premises and Tenant, and Tenant hereby attorns to Lender or any other such owner as its lessor, said attornment to be effective and self operative without the execution of any further instruments. Tenant shall be under no obligation to pay rent to Lender or any such other owner until Tenant receives written notice from Lender or any such other owner that it has succeeded to Borrower's interest under the Lease upon which notice Tenant shall be entitled to rely.

the terms, covenants or conditions of the Lease on Tenant's part to be performed, (a) Tenant's possession of the Demised Premises during the current term and during any extension or renewal terms contained in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Demised Premises shall not be disturbed by Lender during term of the Lease or any such extensions or renewals thereof; and (b) Lender will not join Tenant as a party defendant in any action or proceeding for enforcing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

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ATTACHED TO and made a part of SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT between 7-ELEVEN, INC. ("Tenant"), PARKWAY BANK & TRUST COMPANY ("Lender"), and COLE TAYLOR BANK ("Borrower");

(SEAL)

Tenant:  
7-Eleven, Inc.  
~~THE SOUTHLAND CORPORATION,~~  
a Texas corporation

By: David Holland  
Attorney-in-Fact, Vice President

Attest: J. Donald Stevenson, Jr.  
By: Martijan Smith  
Assistant Secretary

(SEAL)

Borrower:  
COLE TAYLOR BANK as trustee  
By: [Signature]  
Name: Coleen F. Damacher  
Title: ASSISTIVE PRESIDENT

Attest: [Signature]  
By: MARITZA CASPERS  
Name: MARITZA CASPERS  
Title: Sr. Trust Officer

(SEAL)

This agreement is signed by COLE TAYLOR BANK not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 998315. 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.

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## ACKNOWLEDGMENTS

STATE OF ILLINOIS §  
COUNTY OF COOK §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Marianne L. Wagnier and Robert Lugo a Vice President and a Loan Officer respectively of Parkway Bank Trust Company an Illinois Corp. corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me the same was the act of the said corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of March, ~~1998~~ 2002.



Lucia Santariello  
NOTARY PUBLIC

My commission expires: 10-5-2005

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared David Holland and Marjann Smith and J. Donald Stevenson, Jr., a Vice President and an Assistant Secretary, respectfully, of THE SOUTHLAND CORPORATION, a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation, and that they executed the same as the act of such corporation for the purposed and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of March, ~~1998~~ 2002.

Dianna C. Adkins  
NOTARY PUBLIC

My commission expires: May 1, 2005



STATE OF ILLINOIS §  
COUNTY OF COOK §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Coleen F. Danaher and Maritza Castillo a Vice President and a Sr. Trust Officer respectively, of Cole Taylor Bank, a ILLINOIS corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said

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My commission expires:

NOTARY PUBLIC

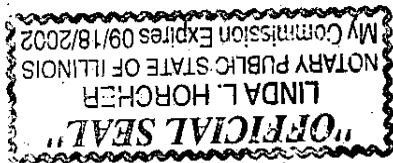
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

corporation, above to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, respectively, of \_\_\_\_\_ a \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

My commission expires: 9-18-02



NOTARY PUBLIC

GIVEN UNDER MY HAND AND SEAL OF OFFICE the \_\_\_\_\_ day of March, 1998.

corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.



*[Handwritten signature]*

Property of Cook County, Illinois

Attn: M. Wargner  
PARKWAY BANK & TRUST CO.  
4800 N. HARLEM AVE.  
HARWOOD HEIGHTS, ILL. 60706

AFTER RECORDING PLEASE MAIL TO:

6801 North Western Avenue, Chicago, Illinois  
P.I.N. 11-31-121-007-0000

THE WEST 139 FEET OF THE SOUTH HALF OF LOT 28 (EXCEPT PART TAKEN FOR STREET) IN SMITH'S ADDITION TO ROGERS PARK, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO KNOWN AS:

THAT PART OF LOT 28 IN SMITH'S ADDITION TO ROGERS PARK, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 28; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 17.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG SAID SOUTH LINE 122.00 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT 28 187.80 FEET; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 128, 122.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 28, 187.80 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THE PREMISES IS THAT PORTION OF THE ABOVE OUTLINED IN RED IN EXHIBIT B.