

UNOFFICIAL COPY

0020733961

7832/0121 53 001 Page 1 of 6  
2002-07-02 14:30:28  
Cook County Recorder 31.00



0020733961

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

THIS AGREEMENT, made and entered into as of the 14<sup>th</sup> day of May, 2002, by and between 7-Eleven, Inc., a Texas corporation ("Tenant"), whose address is 2711 North Haskell Avenue, Dallas, Texas 75204-2906, Parkway Bank & Trust Co. ("Lender") whose address is 4800 N. Harlem Avenue, Harwood Heights, IL 60706, and River & Rand 7-11 Corp., an Illinois corporation, ("Borrower"), whose address is 401 North Michigan Avenue, Suite 2900, Chicago, IL 60611.

WITNESSETH:

WHEREAS, Lender has executed a loan to Borrower in the original principal amount of (\$ 1,950,000.00 ), as evidenced by a promissory note (the "Promissory Note") to Lender dated October 23, 2000;

WHEREAS, Borrower, as security for the Promissory Note, has executed and delivered to Lender a Mortgage/Deed of Trust dated October 23, 2000 and filed of record by the Cook County Recorder, State of Illinois on October 30, 2000 as Document No. 00851942 (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 August 18, 2000 evidenced by that certain Memorandum of Lease filed of record by the Cook County Recorder, State of Illinois on September 9, 2000, as Document No. 00750508, (the "Lease"), Borrower has leased the Premises to Tenant, 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

Box 356

# UNOFFICIAL COPY

20733981

WHEREAS, in return, Lender agrees to assure Tenant of its ongoing and undisturbed peaceful possession of the Premises covered by the Lease, 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 the terms, covenants or conditions of the Lease on Tenant's part to be performed, (a) Tenant's possession of the 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 Premises shall not be disturbed by Lender during the 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 foreclosing 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.
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 or 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.
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 Premises by Tenant pursuant to the terms of the Lease.
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.
6. Borrower Joinder. Borrower hereby agrees to the subordination and attornment effected hereunder upon the terms stated herein.
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.

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

Attest:

By: [Signature]  
Name: David F. Hyde III  
Title: ASST. Vice President

Lender:

Parkway Bank and Trust

By: Marianne L. Wagener  
Name: Marianne L. Wagener  
Title: Vice President

Attest:

By: [Signature]  
J. Donald Stevenson, Jr.  
Assistant Secretary

Tenant:

7-Eleven, Inc., a Texas corporation

By: [Signature]  
David Holland  
Attorney-in-Fact

(SEAL)

Borrower:

River & Rand 7-11 Corp., an Illinois corporation

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature]  
Name: JOHN B. TERZAKIS  
Title: PRESIDENT

(SEAL)

# UNOFFICIAL COPY

## ACKNOWLEDGMENTS

20733961

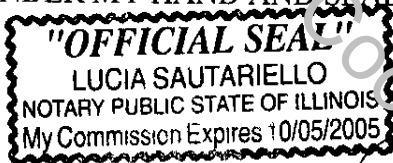
### LENDER

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. Wagener and David F. Hyde III, a vice President and an Asst. Vice President respectively of Parkway Bank an ILLINOIS 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 14 day of May, 2002



Lucia Sautariello  
NOTARY PUBLIC

My commission expires:

**7-ELEVEN, INC.**

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 J. Donald Stevenson, Jr., an Attorney in-Fact and an Assistant Secretary, respectfully, of 7-Eleven, Inc., 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 14 day of May, 2002



Mary B. Gamero  
NOTARY PUBLIC

# UNOFFICIAL COPY

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

20733961

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ a  
, and a \_\_\_\_\_ respectively, of \_\_\_\_\_ a  
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 purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

### BORROWER

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 JOHN D. TERZAKIS and \_\_\_\_\_, a  
PRESIDENT respectively, of RIVERLAND ROAD-11 CORP, an 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 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 8<sup>th</sup> day of May, 2002



Barbara Laurinaitis  
NOTARY PUBLIC

My commission expires:

This Instrument was prepared by:  
Michael J. Wall  
55 West Monroe Street  
Suite 3900  
Chicago, IL 60603

After Recording Mail To:  
7-Eleven, Inc.  
Attn: Corporate Real Estate  
2711 North Haskell Avenue  
Dallas, TX 75204

# UNOFFICIAL COPY

## EXHIBIT A

20733961

### THE PREMISES

#### LEGAL DESCRIPTION:

##### PARCEL 1:

THAT PART OF LOT 4 (EXCEPT THE NORTHEASTERLY 50 FEET, MEASURED AT RIGHT ANGLES) LYING, EAST OF THE WEST LINE OF SECTION 16 AND NORTH OF THE SOUTH LINE OF LOT 3 EXTENDED EAST, IN KRUSE'S SUBDIVISION OF LOT 14 IN HODGE'S SUBDIVISION OF PART OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

##### PARCEL 2:

THAT PART OF LOT 1 (EXCEPT THE NORTHEASTERLY 50 FEET, MEASURED AT RIGHT ANGLES) IN KRUSE'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1 (WEST OF PRIVATE ROADWAY) FOR A POINT OF BEGINNING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, 50 FEET; THENCE SOUTHERLY TO THE SOUTHERLY LOT LINE OF LOT 1 TO A POINT 84 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 1 (WEST OF PRIVATE ROADWAY); THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 84.00 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF LOT 1 (AS SHOWN BY PLAT RECORDED JUNE 22, 1906 IN BOOK 91 OF PLATS, PAGE 38 AS DOCUMENT NO. 3883465) TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

##### PARCEL 3:

THE PRIVATE ROADWAY EASTERLY OF LOTS 1, 2 AND 3 IN KRUSE'S SUBDIVISION AFORESAID, AS SHOWN ON PLAT RECORDED JUNE 22, 1906 IN BOOK 91 OF PLATS, PAGE 38 AS DOCUMENT NO. 3883465, ALL IN COOK COUNTY, ILLINOIS.

#### PERMANENT INDEX NUMBER:

09-16-300-002-0000  
09-16-300-005-0000  
09-16-300-007-0000  
09-16-300-008-0000