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Cook County Recorder

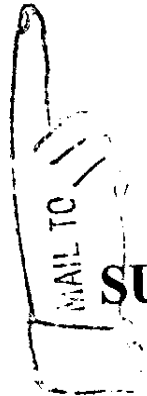
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This instrument prepared by
and after recording return to:

Jonathan A. Cohen, Esq.
Piper Rudnick
203 North LaSalle Street
Suite 1800
Chicago, IL 60601



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SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT

PIN: 17-09-127-019-0000

Address: 434 West Ontario Street
Chicago, Illinois 60610

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT is dated the day of June, 2002, and is made by and among **CITIBANK, F.S.B.**, having an address of 500 West Madison Street, 5th floor, Chicago, Illinois 60661 ("Mortgagee"), and **MARVIN HERMAN & ASSOCIATES, INC.**, having a mailing address of 1203 North State Parkway, Chicago, Illinois 60610 ("Tenant"), and **KG HOLDINGS LLC** ("Landlord").

RECITALS:

A. Tenant has entered into a lease (the "Lease") dated June 3, 2002 with Landlord, covering the premises known as Suite 400 (the "Premises") within the property known as 434 West Ontario Street, Chicago, Illinois 60610, legally described on Exhibit A attached hereto (the "Real Property").

B. Mortgagee has heretofore made a mortgage loan to Landlord, secured by a mortgage of the Real Property (the "Mortgage"), and the parties desire to set forth their agreement herein.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Lease is and shall be subject and subordinate to the lien of the Mortgage and to all terms and conditions thereof insofar as it affects the Real Property, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of amounts secured thereby and interest thereon.

2. Provided Mortgagee abides by the terms, covenants and conditions of the Lease as provided herein, Tenant shall attorn to and recognize any purchaser at foreclosure sale under the Mortgage, any transferee who acquires the Premises by deed in lieu of foreclosure, and the successors and assigns of such purchaser(s), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease on the same terms and conditions set forth in the Lease.

3. If it becomes necessary to foreclose the Mortgage, Mortgagee shall neither terminate the Lease nor join Tenant in summary or foreclosure proceedings and Tenant's leasehold estate under the Lease and right to occupy the Premises shall not be disturbed or terminated so long as Tenant is not in default beyond any notice and cure periods provided under any of the terms, covenants or conditions of the Lease.

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall not be:

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(a) liable for any act or omission of any prior landlord (including Landlord) unless the same accrue or are continuing on or after the date Mortgagee takes possession of or title to the Real Property (or any portion thereof containing the Premises) or receives written notice of same from Tenant;

(b) liable for the return of any security deposit unless such deposit has been delivered to Mortgagee by Landlord;

(c) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord) unless the same accrue or are continuing on or after the date Mortgagee takes possession of or title to the Real Property (or any portion thereof containing the Premises) or receives written notice of same from Tenant;

(d) bound by any rent or additional rent that Tenant might have paid for more than the current month to any prior landlord (including Landlord);

(e) bound by any material amendment, modification, or termination of the Lease made without Mortgagee's consent (other than a termination of the Lease by Tenant or Landlord pursuant to a right to do so granted by the Lease); or

(f) personally liable under the Lease, Mortgagee's liability thereunder being limited to its interest in the Real Property including the rents, profits and proceeds therefrom.

5. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and assigns.

6. Landlord has agreed under the Mortgage and other loan documents that rentals payable under the Lease shall be paid directly by Tenant to Mortgagee upon default by Landlord under the Mortgage. After receipt of notice from Mortgagee to Tenant, at the address set forth above prior to the Rent Commencement Date under the Lease, and on or after such Rent Commencement Date at the address of the Premises, or at such other address as to which Mortgagee has been notified in writing, that rentals under the Lease should be paid to Mortgagee, Tenant shall pay to Mortgagee, or at the direction of Mortgagee, all monies due or to become due to Landlord under the Lease. Tenant shall have no responsibility to ascertain whether such demand by Mortgagee is permitted under the Mortgage, or to inquire into the existence of a default. Landlord hereby waives any right, claim, or demand it may now or hereafter have against Tenant by reason of such payment to Mortgagee, and any such payment shall discharge the obligations of Tenant to take such payment to Landlord.

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IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

TENANT:

MORTGAGEE:

MARVIN HERMAN & ASSOCIATES, INC.

CITIBANK, F.S.B.

By: Marvin I. Herman
Its: MARVIN HERMAN
President

By: R. Scott O'Brien
Its: Vice President

LANDLORD:

KG HOLDINGS LLC

By: Charles Jay
Its: Manug Jay Member
Date: _____

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[Tenant]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Marvin Herman known to me to be the President/owner of Marvin Herman & Associates, Inc., an Illinois corporation, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Redmond, Washington this 17th day of June, 2002.

Margaret F. Cussen
Notary Public



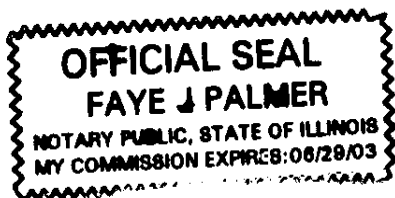
[Mortgagee]

STATE OF IL)
) SS:
COUNTY OF Cook)

On this 23rd day of September, 2002, personally appeared R. Scott O'Brien who acknowledged himself to be the Vice President of Citibank, F.S.B., a federal savings bank, and that he being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said federal savings bank.

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]
Notary Public



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CERTIFICATE OF ACKNOWLEDGMENT

State of New York)
County of New York) ss.:

On the 7th day of August in the year 2002 before me, the undersigned, personally appeared Charles Young, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by her their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Signature and Office of individual
taking acknowledgment

LOUIS DOMINIC HELLEBUSCH
Notary Public, State of New York
No. 01HE6064883
Qualified in New York County
Commission Expires October 1, 2005



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EXHIBIT A

0021115338

LEGAL DESCRIPTION OF THE REAL PROPERTY

THE WEST 49.37 FEET OF LOTS 21 AND 22, TAKEN AS A TRACT, IN YOUNGS SUBDIVISION OF PART OF THE KINGS BERRYS TRACT IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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