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This instrument prepared by and after recording return to:

BECKER NEWMARK & FENCHEL, P.C.
222 N. LA SALLE ST., SUITE 1900
CHICAGO, IL 60601
ATTN: MICHAEL WOLFE

Eugene "Gene" Moore, Fee: \$40.50
Cook County Recorder of Deeds
Date: 08/15/2003 03:31 PM Pg: 1 of 9



SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT

THIS AGREEMENT, made this 27th day of JULY, 192003, by and among the following parties:

FIFTH THIRD BANK (CHICAGO) (the "Mortgagee"); and
American National Bank and Trust Company of Chicago, as Trustee of Trust No. 110799-02 (the "Landlord"); and
J.I. Sander America, Inc. (as Assignee of Mich Oak Enterprises, the original Tenant to said lease) (the "Tenant").

WITNESSETH:

WHEREAS, by virtue of that certain lease ("Lease") dated November 10, 1993 between the Landlord, as Landlord therein, and the Tenant, as Tenant therein, the Tenant has leased from the Landlord the building commonly known as 48 East Oak, Chicago, IL (the "Premises"); and

WHEREAS, the Mortgagee is the holder of a certain mortgage from the Landlord dated JUNE 27, 2003, 19, recorded on _____, 192003, as Document No. _____ (the "Mortgage"), which Mortgage covers certain property in Cook County, ILLINOIS, legally described in Exhibit "A" attached hereto ("Mortgaged Property"), of which the Premises are a part; and

WHEREAS, the Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of the Mortgage, recognition of Tenant's rights under the Lease and, subject to the terms of this Agreement, the continue performance of the obligations of Landlord under the Lease;

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1st AMERICAN TITLE order # NCS 32593 18/11/03

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Mortgagee's Agreements

(a) Mortgagee agrees that, so long as the Tenant is not in default (beyond all applicable periods given the Tenant under the Lease to cure such default) and shall pay the rents and additional rents thereunder, and shall fully comply with and perform all the terms, covenants, conditions and provisions of the Lease on the part of the Tenant thereunder to be complied with and performed: (i) the Tenant's possession and occupancy of the Premises and the Tenant's rights and privileges under the Lease, or any extension or renewal thereof which may be effected in accordance with the terms of the Lease, shall not be disturbed by the Mortgagee or any successor-in-interest to the Mortgagee; and (ii) the Mortgagee shall not join the Tenant as party to any action or proceeding brought as a result of a default under the Mortgage for the purposes of terminating the Tenant's interest and estate under the Lease, subject to paragraph 2(g) below and subject further to the condition that the Mortgagee shall not be bound by any rent or other payment which the Tenant might have paid more than thirty (30) days in advance of the time stipulated for payment under the Lease or by any amendment or modification of the Lease made without its written consent.

(b) In the event that the holder of the Mortgage (as now or hereafter constituted), or anyone claiming from or through any such holder, shall enter into and lawfully become possessed of the Premises, or shall succeed to the rights of the Landlord under the Lease, either through foreclosure of said Mortgage or otherwise howsoever, then the Mortgagee and its successors-in-interest agree to be bound by all of the undischarged obligations of Landlord under the Lease occurring after such foreclosure or other action.

2. The Tenant's Agreements.

(a) Tenant acknowledges and agrees that, subject to this Agreement, the Lease and the Tenant's leasehold estate thereunder, and any and all estates, options, liens and charges therein contained or created thereby are, and shall be and remain, subject and subordinate in all respects to the lien and effects of the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications, consolidations or replacements thereof, with the same force and effect as if the Mortgage had been duly recorded prior to the execution and delivery of the Lease.

(b) From time to time upon request by the Mortgagee, Tenant shall furnish to the Mortgagee within ten days of such request an estoppel certificate certifying to the then current best knowledge of Tenant that no defaults, claims, offsets or events, or situations which, with the giving of notice or the mere passage of time, or both could become a default or the basis for a claim or offset against the Landlord by the Tenant, exist under the Lease (or if the same exist certifying and describing such items as are in existence);

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(c) Tenant will forward to the Mortgagee copies of any notice, claim or demand given or made by the Tenant to or on the Landlord, in all cases concurrently with forwarding same to the Landlord, which copies shall be provided to the Mortgagee by the same method of delivery or mailing as the statement, notice, claim or demand was made or given to or on the Landlord;

(d) Tenant agrees that without the prior written consent of the Mortgagee: (i) no rent or other sums due under the Lease shall be paid more than thirty (30) days in advance of the due date therefor established by the Lease, except for the security deposit, if any; (ii) no modifications shall be made in the provisions of the Lease nor shall the term be extended or renewed, except as provided therein; (iii) the Lease shall not be terminated by the Tenant except as provided therein nor shall the Tenant tender or accept a surrender of the Lease except incident to a termination provided for in said Lease; and (iv) it shall only sublet the Premises demised by the Lease or assign the Tenant's interest in the Lease in accordance with the provisions of said Lease. No act of the Tenant in violation of this subparagraph shall be binding upon or effective with respect to the Mortgagee, and provided that the Mortgagee is not materially adversely affected or disadvantaged thereby, no such act of the Tenant shall deprive the Tenant of the rights and benefits afforded the Tenant hereunder.

(e) In the event of any act or omission by the Landlord which would give the Tenant the right to terminate the Lease or to claim a partial or total eviction, reduce rents or to credit or offset any amounts against future rents, the Tenant will not exercise such right until: (i) it shall have given written notice of such act or omission to the Mortgagee (which notice may be given concurrently with notice given to the Landlord under the Lease); and (ii) a reasonable time for remedying such act or omission shall have elapsed following such giving of notice and the failure of the Landlord to timely cure such circumstance within any applicable notice, grace or cure period.

(f) Notices required to be given to the Mortgagee under this Agreement will be given to any successor-in-interest of the Mortgagee under the Mortgage provided that, prior to the event for which notice is required to be given to the Mortgagee, such successor-in-interest of the Mortgagee shall have given written notice to the Tenant of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.

(g) In the event that the holder of the Mortgage (as now or hereafter constituted), or anyone claiming from or through any such holder, shall enter into and lawfully become possessed of the Premises, or shall succeed to the rights of the Landlord under the Lease, either through foreclosure of said Mortgage or otherwise howsoever, then: (i) the Tenant shall attorn to, and recognize, such holder or anyone claiming from or through such holder as its landlord under the Lease for the unexpired balance of the term of the Lease and any extension or renewal thereof, subject to all of the terms and conditions of the Lease; and (ii) the Tenant shall make all payments payable by the Tenant under the Lease directly to the holder of the Mortgage upon such holder's written instructions to the Tenant. If, by operation of law or otherwise, the institution of any action or other proceedings by the Mortgagee under the Mortgage or the entry

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into and taking possession of the Premises shall result in the cancellation or termination of the Lease or the Tenant's obligations thereunder, the Tenant shall, upon request, execute and deliver a new lease of the Premises pursuant to the Lease, containing the same terms and conditions as the Lease, except that the term and any extension thereof shall be the unexpired term and unexpired extended term or terms of the Lease as of the date of execution and delivery of said new lease.

(h) Tenant has no right or option, whether under the Lease or otherwise, to purchase any portion of the Mortgaged Property or any interest therein, and to the extent that Tenant has or hereafter acquires any such right or option, the same is hereby subordinated to the Mortgage.

(i) The Mortgagee shall have no responsibility, liability or obligation to cure any defaults by the Landlord under the Lease, nor be subject to claims, defenses or offsets under the Lease or against the Landlord possessed by the Tenant and which arose or existed prior to actual foreclosure of the Mortgage or entry under and taking possession of the Mortgaged Property by the Mortgagee. If the Mortgagee forecloses the Mortgage and enters upon and takes actual possession of the Mortgaged Property, the Mortgagee shall do so free and clear of all such prior defaults, claims, or offsets and shall not be liable or responsible to the Tenant for any act or omission of any prior landlord (including the Landlord), or be responsible or liable for any deposit or security which was delivered by the Tenant to any prior landlord (including the Landlord) but which was not subsequently delivered to the Mortgagee, or be subject to any claims, defenses or offsets which the Tenant might have against any prior landlord (including the Landlord) except as expressly set forth in the last grammatical sentence of Section 5.2 of the Lease.

(j) The institution of any action or other proceedings by the Mortgagee under the Mortgage in order to realize upon the Landlord's interest in the Mortgaged Property shall not, by operation of law or otherwise, result in the cancellation or termination of the Lease or the Tenant's obligations thereunder.

3. Tenant's Representations and Warranties.

To induce Mortgagee to enter into this Agreement, Tenant and Landlord hereby represent and warrant to Mortgagee as follows: (a) the Lease is in full force and effect; (b) neither the Landlord nor the Tenant is in default in the performance of or compliance with any provision of the Lease; (c) neither the Tenant nor the Landlord has received any notice of default or termination of the Lease; (d) the Lease is a complete statement of the agreement of the parties thereto with respect to the leasing of the Premises; and (e) the Tenant has accepted possession of the Premises and is the sole owner of the leasehold estate created thereby.

4. Payments to Mortgagee.

(a) The Landlord hereby irrevocably authorizes and directs the Tenant, upon receipt from the Mortgagee of written notice to do so, to pay all rents and other monies payable by the

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Tenant under the Lease to or at the direction of the Mortgagee. The Landlord irrevocably releases the Tenant of any liability to the Landlord for all payments so made, and the Landlord agrees to defend, indemnify and hold the Tenant harmless from and against any and all claims, demands, losses, or liabilities asserted by, through, or under the Landlord (except by the Mortgagee) for any and all payments so made.

(b) The Tenant agrees that upon receipt of such notice from the Mortgagee it will pay all monies then due and becoming due from the Tenant under the Lease to or at the direction of the Mortgagee, notwithstanding any provision of the Lease to the contrary. Such payments shall continue until the Mortgagee directs the Tenant otherwise in writing. The Tenant agrees that neither the Mortgagee's demanding or receiving any such payments, nor the Mortgagee's exercising any other right, remedy, privilege, power or immunity granted by the Lease or this Agreement will operate to impose any liability upon the Mortgagee for performance of any obligation of the Mortgagee under the Lease unless and until the Mortgagee elects otherwise in writing or unless the Mortgagee takes possession of the Premises and assumes the functions of a landlord provided, however, that the foregoing shall not be deemed to limit or impair the rights granted to the Tenant in the last grammatical sentence of Section 5.2 of the Lease.

5. Notices.

Any notice, demand or consent hereunder shall be in writing and may be given by hand delivery, recognized overnight courier service or mailed by registered or certified mail, return receipt requested, to the parties at the following addresses:

To Mortgagee:

FIFTH THIRD BANK (CHICAGO)
233 S WACKER DRIVE, SUITE 400
CHICAGO, IL 60606
ATTN: JASON M. REEN

To Landlord:

MIZLEN PROPERTIES, L.L.C.
127 W. HURON ST.
CHICAGO, IL 60610
ATTN: DUKE MIZLEN

To Tenant:

JIL SANDER AMERICA, INC.
212 FIFTH AVENUE
N.Y. N.Y. 10010

Any party may designate a new address by notice in writing to the other parties. Any notice given in accordance herewith shall be deemed given and effective when received.

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6. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto.

(b) The term "Mortgagee" shall include the respective holders from time to time of the Mortgage (as now or hereafter constituted), and the terms "Landlord" and "Tenant" shall include the holder from time to time of the lessor's interest, and the holder from time to time of the lessee's interest, respectively, in the Lease.

(c) Any claim by the Tenant against the Mortgagee under the Lease or this Agreement shall be satisfied solely out of the interest of the Mortgagee in the Mortgaged Property and the Tenant shall not seek recovery against or out of any other assets of the Mortgagee.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as a sealed instrument as of the day and year first above written.

Mortgagee:

FIFTH THIRD BANK (CHICAGO)

By: [Signature]
Its: TRUSTEE

LaSalle Bank National Association
LaSalle National Bank, as successor to American National Bank and Trust Company of Chicago, as Trustee of Trust No. 110799-02 and not personally

Landlord:

By: [Signature]
Its: VICE PRESIDENT

Trustee's Execution under authority and made a part thereof.

By: [Signature]
Its: [Signature]

Tenant:

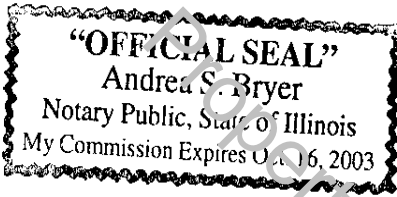
JIL SANDER AMERICA, INC.

By: [Signature]
Its: [Signature]

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing Subordination, Nondisturbance and Attornment Agreement was acknowledged before me this 27th day of JUNE, 192003 by JASON McMEEN, the ASST VICE PRESIDENT of FIFTH THIRD BANK (CHICAGO), a Michigan Banking Corp., on behalf of the MORTGAGE.



Andrea S Bryer
Notary Public
Commission Expires: _____

STATE OF Illinois)
) SS.
COUNTY OF COOK)

The foregoing Subordination, Nondisturbance and Attornment Agreement was acknowledged before me this 8th day of August, 192003 by DEBORAH BERG, the VICE PRESIDENT of LaSalle Bank National Association, a Not' Banking Association, on behalf of the BANK/TRUST.



Mariana Vaca
Notary Public
Commission Expires: 5/23/07

STATE OF New York)
) SS.
COUNTY OF New York)

The foregoing Subordination, Nondisturbance and Attornment Agreement was acknowledged before me this 10 day of July, 192007 by Tina M. Goldbes, the _____ of _____, a _____, on behalf of the _____.

Daniel T. Marrone
Notary Public
Commission Expires: _____

DANIEL T. MARRONE
Notary Public, State of New York
No. 01MA4950808
Qualified in Suffolk County
Commission Expires May 8, 2007

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EXHIBIT A

Legal Description of the Mortgaged Property

Lot 10 (except the North 8 feet thereof taken for alley) in Collins Subdivision of the South half of Out lot or Block 7 of the Subdivision by the Commissioners of the Illinois and Michigan Canal of South Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 48 East Oak Street, Chicago, Illinois

PIN: 17-03-204-040

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RIDER ATTACHED TO AND MADE A PART OF DOCUMENT DATED
6-27-03 UNDER TRUST NO. 110799-02

This instrument is executed by LaSalle Bank National Association, not personally but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by **LASALLE BANK NATIONAL ASSOCIATION**, are undertaken by it solely as trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against **LASALLE BANK NATIONAL ASSOCIATION**, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

Property of Cook County Clerk's Office

Firm Amended 11/10/03
11/10/03