

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

Valeria St. Vicina Bailey, Esq.  
LaSalle Bank Corporation  
135 S. LaSalle Street, Suite 925  
Chicago, Illinois 60603



Doc#: 0404031134  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 02/09/2004 03:11 PM Pg: 1 of 6

## PERMANENT INDEX NUMBERS:

17-04-100-001; 17-04-100-022;  
17-04-100-002; 17-04-100-023;  
17-04-100-003; 17-04-100-024;  
17-04-100-004; 17-04-100-027;  
17-04-100-005; 17-04-100-028;  
17-04-100-013; 17-04-100-032;  
17-04-100-014; 17-04-100-033;  
17-04-100-015; 17-04-100-034;  
17-04-100-016; 17-04-100-035;  
17-04-100-017; 17-04-100-036;  
17-04-100-018; 17-04-100-037  
17-04-100-021;

## PROPERTY ADDRESS:

1565 North Clybourn Avenue,  
Chicago, Illinois

## SUBORDINATION AND NON-DISTURBANCE AGREEMENT

This Agreement is made as of the 31 day of December, 2003 by and among LASALLE BANK NATIONAL ASSOCIATION (the "Tenant"), NORTH/HALSTED, LLC, an Illinois limited liability company (the "Landlord"), and GREENWICH CAPITAL FINANCIAL PRODUCTS, INC. (the "Lender").

A. Tenant is the tenant under a certain Lease dated as of October 3, 2002 (the "Lease") between Landlord and Tenant, pertaining to real estate commonly known as 755 West North Avenue, Chicago, Illinois and more specifically described on Exhibit A attached hereto and any buildings and other improvements located thereon (the "Property").

B. Lender has made, or is prepared to make, a loan in the amount of \$22,250,000 (the "Loan") to Landlord secured by the Property, and the parties desire hereby to evidence the subordination of the Lease and non-disturbance thereof as set forth herein.

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NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Subordination. Landlord, Tenant and Lender hereby agree and acknowledge that the Lease, and all of Landlord's and Tenant's respective rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to the certain Mortgage dated December 31, 2003 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on \_\_\_\_\_ as Document No. \_\_\_\_\_ (the "Mortgage").
2. Lease Superior. Landlord and Tenant hereby acknowledge and agree that Lender shall have the right at any time to elect, by a notice in writing given to Landlord and Tenant, to make the Lease superior to the Mortgage, and, upon the giving of such notice to Landlord and Tenant, the Lease shall be deemed to be prior and superior to such Mortgage and the interest thereby created and evidenced.
3. Attornment. If Lender or any other party succeeds to the rights of Landlord under the Lease (the "Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, Tenant agrees that (i) that it shall attorn to and recognize Successor Landlord as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease and (ii) thereafter, it shall make payments of rent to Successor Landlord and otherwise perform Tenant's obligations set forth in the Lease.
4. Nondisturbance. So long as Tenant shall pay rent as provided in the Lease and otherwise perform its obligations thereunder, Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage, including, without limitation, the following: (i) Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage unless such joinder is required by applicable law, (ii) Tenant shall not be evicted from the Property and (iii) Tenant's rights to use and possession under the Lease shall not be affected in any way by reason of the subordination or any modification of or default under the Mortgage.
5. Lender's Right to Cure. In the event of any default by Landlord under the Lease, Tenant shall promptly give notice of such default to Lender and, in such event and prior to the exercise by Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, Lender shall have the right, but not the obligation, to cure such default within thirty (30) days following the receipt of such notice (except that if Lender cannot reasonably cure such default within such period of time, such period shall be extended for a reasonable additional period of time, provided that Lender commences to take action in order to cure such default within such period and proceeds diligently thereafter to effect such cure), and, if Lender does cure such default, then the Lease shall remain in full force and effect.
6. Rent Payments. Tenant agrees that, after the date hereof, rent shall not be paid more than one month in advance without the prior consent of Lender.

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7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the day and year first above written.

LANDLORD:

TENANT:

NORTH/HALSTED, LLC

LASALLE BANK NATIONAL ASSOCIATION

By:

J. Michael Drew, Manager

By:

Vice President

LENDER:

GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.

By:

Its:

Vice President



Property of Cook County Clerk's Office

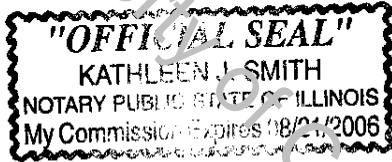
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Kathleen J. Smith, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Kelly Stradinger, personally known to me and known by me to be the Via President of LASALLE BANK NATIONAL ASSOCIATION, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19<sup>th</sup> day of December, 2003.

Kathleen J. Smith  
Notary Public



My Commission Expires:

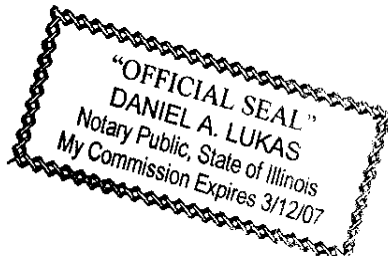
8/21/06

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Daniel A. Lukas, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT J. Michael Drew, personally known to me and known by me to be the Manager of North/Halsted, LLC in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19<sup>th</sup> day of December, 2003.

Daniel Lukas  
Notary Public



My Commission Expires:

\_\_\_\_\_

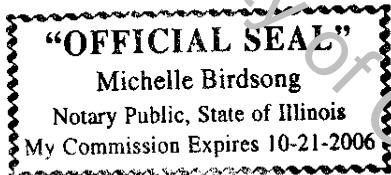
# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, Michelle Birdsong, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Paul Stapan, personally known to me and known by me to be the Via President of GREENWICH CAPITAL FINANCIAL PRODUCTS. INC., in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13 day of Jan., 2008.

Michelle Birdsong  
Notary Public



My Commission Expires:

10/21/06

Property of Cook County Clerk's Office

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## EXHIBIT A LEGAL DESCRIPTION OF LEASED PREMISES

A TRACT OF LAND SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; BOUNDED ON THE WEST BY THE EAST LINE, OF NORTH HALSTED STREET; ON THE NORTH BY THE SOUTH LINE OF WEST NORTH AVENUE; ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF NORTH CLYBOURN AVENUE; ON THE SOUTHEAST BY THE NORTHWESTERLY LINE OF WEST WEED STREET AND ON THE EAST BY THE WEST AND SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO TRANSIT AUTHORITY AND THE CONNECTION OF SAID RIGHT OF WAY LINE ACROSS THE EAST WEST ALLEY SOUTH OF AND PARALLEL TO WEST NORTH AVENUE, SAID TRACT INCLUDES ALL ALLEYS WITHIN ITS BOUNDARIES TOGETHER WITH THE FOLLOWING DESCRIBED LOTS: LOTS 1 THROUGH 6 IN THE SUBDIVISION OF LOT 157 AND LOTS 6 THROUGH 13 (EXCEPT THE EAST 16 FEET OF SAID LOT 6) IN THE SUBDIVISION OF LOT 158, LOT 13 AND LOTS 17 THROUGH 23 IN THE SUBDIVISION OF LOT 156; LOTS 1 AND 2 IN THE SUBDIVISION OF SUB-LOTS 14, 15 AND 16 IN THE SUBDIVISION OF LOT 156; LOT 2 (EXCEPT THAT PART CONVEYED TO THE NORTHWEST ELEVATED RAILROAD BY DEED RECORDED MAY 16, 1913 AS DOCUMENT 5186265) IN THE SUBDIVISION OF LOT 24 IN THE SUBDIVISION OF LOT 156, ALL IN THE SUBDIVISION OF LOTS 156, 157, 158 AND SUB-LOT 8 OF LOT 159 IN BUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1863 IN BOOK 162 OF MAPS AT PAGE 11 AS DOCUMENT 70119, (EXCEPT THEREFROM THE NORTH 14 FEET OF THE EAST AND WEST 18 FOOT VACATED ALLEY WHICH ACCRUES TO LOTS 4 AND 5 AND THE EAST 16 FEET OF LOT 6 IN THE SUBDIVISION OF LOT 158, AND THAT PART OF SAID EAST AND WEST 18 FOOT VACATED ALLEY AND THAT PART OF THE 18 FOOT VACATED ALLEY EXTENDING NORTHEASTERLY AND SOUTHWESTERLY WHICH ACCRUES TO THAT PART OF LOT 2 IN THE SUBDIVISION OF LOT 24 IN THE SUBDIVISION OF LOT 156 CONVEYED TO THE NORTH WEST ELEVATED RAILROAD BY DEED RECORDED MAY 16, 1913 AS DOCUMENT 5186265 IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 17-04-100-001; 002; 003; 004; 005; 013; 014; 015; 016; 017; 018; 021; 022; 023; 024; 027; 028; 032; 033; 034; 035; 036; 037.

Common Address: 1565 North Clybourn Avenue, Chicago, Illinois.