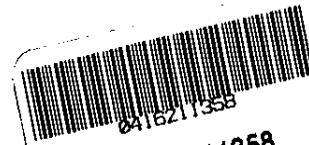


UNOFFICIAL COPY

This document prepared by and upon recordation should be returned to:

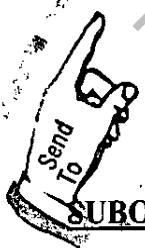
Michael A. Perlstein, Esquire
Law Offices of Michael A. Perlstein
111 East Wacker Drive, Suite 2600
Chicago, Illinois 60601



Doc#: 0416211358
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 06/10/2004 03:24 PM Pg: 1 of 5

This space reserved for Recorder's use only.

89691
M.C. DEC



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 20th day of MAY, 2004 between:

WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, for convenience referred to as "Mortgagee"; and COENMACH CORPORATION, herein for convenience referred to as "Tenant";

RECITALS:

A. Pursuant to the terms and conditions of that certain lease agreement between Wrightwood III, LLC., as assignee from 451 W. Wrightwood Limited Partnership ("Landlord"), as Lessor, and Tenant, as Lessee, entered into as of the 1st day of July, 1996, as the same may be amended from time to time (referred to herein as the "Lease Agreement"), Tenant is leasing from Landlord the Premises (as defined in the Lease Agreement) located in the property legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. To evidence and secure certain loans made by Mortgagee to Landlord (the "Loans"), Landlord has executed certain loan documents in favor of Mortgagee, encumbering the Property (all such loan documents are collectively referred to as the "Mortgages")

C. As a condition of the Loans and as set forth in the Lease Agreement, Mortgagee requires that the interest of Tenant in and to the Premises and Lease Agreement be subordinated to the lien of the Mortgage; PROVIDED, HOWEVER, that upon Tenant's performance of all of the terms, covenants, conditions and agreements required of it pursuant to the Lease Agreement, Tenant's possession of the Premises shall not be disturbed.

5

UNOFFICIAL COPY

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the sufficiency of which is hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

1. The Lease Agreement is and shall continue hereafter to be subject and subordinate to the lien of the Mortgages, subject, however, to the provisions of this Agreement.

2. In the event that Mortgagee or its successors, assigns, nominees or any other party claiming by, through or under Mortgagee (collectively "Successors") shall take possession of the Premises by foreclosure, deed in lieu of foreclosure or otherwise and Tenant is not then and so long as it shall not be in default (beyond any grace period set forth in the Lease Agreement for curing the same) of any covenant or condition of the Lease Agreement to be performed by Tenant, Tenant shall peaceably hold and enjoy the Premises for the remainder of the unexpired Term, which possession shall be without hindrance or interruption.

3. Tenant shall not be joined as a party-defendant in any action or proceeding which may be instituted or taken by Mortgagee by reason of any default of a term or provision of the Mortgages.

4. In the event Mortgagee or Successors shall succeed to the rights of Landlord pursuant to the Lease Agreement:

(a) Tenant will attorn to Mortgagee or Successors and will perform, for the benefit of Mortgagee or Successors, all of the terms, covenants and conditions contained in the Lease Agreement to be kept and performed by it and shall, at the request of Mortgagee or Successors, execute and deliver a written agreement of attornment; and

(b) Mortgagee or Successors shall not be (i) liable for any act or omission of any prior landlord (including Landlord); (ii) subject to any offsets or counterclaims which Tenant may have against a prior landlord (including Landlord); or (iii) bound by any prepayment of Rent or Additional Rent which Tenant may have paid in excess of the amounts then due for the current month.

5. The term "Mortgagee" shall mean the holder of the Mortgage (as the same may be assigned from time to time) and the term "Mortgages" shall mean the Mortgages (as the same may be renewed, modified, replaced, extended or consolidated with mortgages placed on the Property dated subsequent to the date of the Lease Agreement).

6. Any and all notices to be given pursuant hereto shall be sufficient if in writing and mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed to Mortgagee and Tenant as follows:

If to Mortgagee:

Wachovia Bank, National Association
301 South College Street
Charleston, North Carolina 28288
Attention: Edward R. Gras, Vice President

UNOFFICIAL COPY

With a copy to:

Moore & Van Allen, PLLC
100 North Tryon St., Suite 4700
Charlotte, North Carolina 28202-4003
Attention: Edward S. Booher, Esquire

If to Tenant:

COINMACH CORPORATION
124 - B Messner Drive
Wheeling, IL. 60090

or to such other persons or such other addresses as the parties may designate from time to time by notice to the other party as herein provided. All notice given as aforesaid shall be deemed to have been received three (3) days following the postmark thereof.

7. By executing this Agreement, Mortgagee hereby acknowledges for the benefit of Tenant that it has given to Landlord all required approval of and authorization to enter into the Lease Agreement.

8. This Agreement and the covenants, conditions and promises herein contained shall inure to the benefit of and be binding upon Mortgagee and Tenant, their respective successors, assigns, grantees and legal representatives.

9. Capitalized or otherwise defined terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Lease Agreement.


IN WITNESS WHEREOF, Mortgagee and Tenant have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

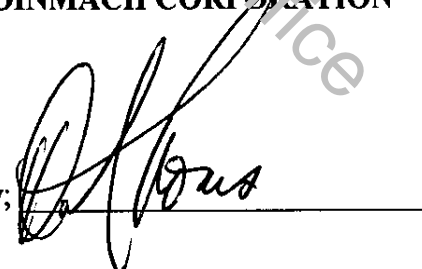
MORTGAGEE:

TENANT:

**WACHOVIA BANK, National
Association**

COINMACH CORPORATION

By: 

By: 

Name: Edward R. Gras,
Title: Vice President

UNOFFICIAL COPY

File No.:89691C

Legal Description:

LOT 42 AND LOT 43 (EXCEPT THE EAST 17 FEET OF SAID LOT 43 ONLY THEREOF) IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUT LOT "A" OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO THAT PART OF THE EASTERLY 17 FEET OF LOT 43 IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUT LOT "A" OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EASTERLY 17 FEET OF SAID LOT 43; THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EASTERLY 17 FEET OF SAID LOT 43, A DISTANCE OF 23 FEET; THENCE EASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.68 FEET; THENCE SOUTHERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 43 WHICH IS 15.37 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 43; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 451 W. Wrightwood
Chicago IL

Pin: 14-28-318-058-0000

First American Title
Order # _____