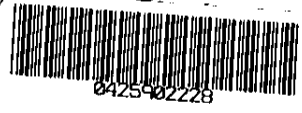


Prepared By and When
Recorded Return to
Robert G. Nantman
National City
Law Dept.
155 East Broad St
Columbus, Ohio 43251

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Doc#: 0425902228
Eugene "Gene" Moore Fee: \$66.00
Cook County Recorder of Deeds
Date: 09/15/2004 01:32 PM Pg: 1 of 7

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement"), made this 29th day of June, 2004, by and between **MB FINANCIAL BANK, N.A.** ("MB"), **SMITHFIELD PROPERTIES XXXI, LLC** ("Landlord"), and **NATIONAL CITY BANK OF THE MIDWEST** ("Tenant").

WITNESSETH

7P

WHEREAS, MB is the mortgagee pursuant to a (Construction) Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of July 26, 2004, made by Landlord in favor of MB, encumbering, among other things, the land described on Exhibit A attached hereto, which mortgage was recorded as Document ~~Book and Page No.~~ 0421033236 in the Office of the Recorder of Deeds of Cook County, Illinois, (said mortgage, as amended or modified from time to time hereinafter referred to as the "Mortgage"); and

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated June 21, 2004 (the "Lease"), which Lease demises the premises described therein (the "Premises") to Tenant for a term of thirty (30) years, as such term may be extended as permitted in the Lease; and See Exhibit A

WHEREAS, Tenant has agreed to subordinate the Lease to the Mortgage provided that MB agrees that Tenant's possession of the Premises shall not be disturbed as a result of a foreclosure of the Mortgage or a deed given in lieu thereof so long as Tenant is not in default under the Lease and provided Tenant attorns to the purchaser at the foreclosure sale or at a sale pursuant to the power of sale in the Mortgage through a deed in lieu of foreclosure and recognize said purchaser as Landlord under the Lease); and

WHEREAS, MB and Tenant are willing to agree to a Subordination, Non-Disturbance and Attornment Agreement under the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is agreed as follows:

1. MB, Tenant and Landlord do hereby covenant and agree that the Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, or extension of same with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.
2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by MB, or its successors or assigns, and Tenant's occupancy of the Premises shall not be disturbed by MB, or its successors or assigns, for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.
3. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, MB, or its successors or assigns, will

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not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease.

4. Notwithstanding any provisions of Paragraphs 2 and 3 hereof to the contrary, in the event of any foreclosure of the Mortgage or conveyance in lieu of foreclosure, MB and Tenant agree that neither MB, its successors or assigns, nor any other party acquiring the Premises upon a foreclosure sale or by a conveyance in lieu of foreclosure, as the case may be (the "Foreclosure Purchaser"), shall in any way or to any extent (i) be bound by any previous modification or amendment of the Lease or by any previous prepayment of rent for a period greater than one (1) month, unless such modification, amendment or prepayment shall have been expressly approved in writing by MB, or its successors or assigns, (ii) be bound by any assignment of Tenant's interest in the Lease by Tenant or by operation of law or otherwise (except for any assignment of Tenant's interest in the Lease by Tenant made in accordance with the terms of the Lease), without the express prior written consent of MB, or its successors or assigns, (iii) be obligated or liable to Tenant with respect to the construction, completion or renovation of the improvements on the Premises or the Premises for Tenant's use, provided, however, in the event that MB or any Foreclosure Purchaser elects not to complete the Tenant finish work as required under the Lease, Tenant may terminate the Lease, or (iv) be obligated or liable to Tenant with respect to any act or failure to act on the part of Landlord; and Tenant shall have no right to assert or claim any of the foregoing or any damages arising therefrom against MB, its successors or assigns, or the Foreclosure Purchaser, whether as an offset or defense or otherwise.

5. Without limitation of the foregoing, Tenant further agrees as follows:

(a) That in the event MB or any successors in interest shall succeed to the rights of landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure of the Mortgage, the exercise of the power of sale thereunder or by a conveyance in lieu of foreclosure, Tenant hereby covenants and agrees to make full and complete attornment to MB or to the Foreclosure Purchaser, as the case may be, for the balance of the term of the Lease, including any extensions and renewals thereof which may be effected in accordance with any option therefor in the Lease, upon the same terms, covenants and conditions as therein provided, so as to establish direct privity of estate and contract as between MB or the Foreclosure Purchaser, as the case may be, and Tenant, and with the same force and effect as though the Lease were originally made directly from MB, or the Foreclosure Purchaser, as the case may be, to Tenant, and Tenant will thereafter make all rent payments and any other payments under the Lease thereafter as directed by MB or the Foreclosure Purchaser, as the case may be.

(b) That in the event of any act or omission by Landlord under the Lease which constitutes a default on the part of Landlord thereunder or which would give Tenant the right to terminate the Lease or to claim a partial or total eviction, notwithstanding any provision of the Lease to the contrary, Tenant will not exercise any such right until: (i) it has given written notice of such act or omission to MB, and (ii) following the giving of such notice, MB shall have failed, with reasonable diligence, to commence, pursue or complete reasonable action to remedy such act or omission within thirty (30) days after receipt of said written notice, provided, however, that said thirty (30) day period shall be extended so long as within said thirty (30) day period MB has commenced to cure and is proceeding with due diligence to cure said default.

(c) That Tenant will in no event subordinate or agree to subordinate the Lease to any other lien or encumbrance affecting the Premises without the express written consent of MB and any such attempted subordination or agreement to subordinate without such consent of MB shall be void and of no force and effect.

6. Tenant acknowledges that Landlord will execute and deliver to MB an assignment of the Lease and the rents thereunder as security for the loan secured by the Mortgage, and Tenant hereby expressly consents to such assignment.

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7. Landlord and Tenant hereby certify to MB that (i) a true, correct and complete copy of the Lease, including all exhibits and amendments thereto, has been delivered to MB, and, except as contained in said Lease, the Lease has not been modified, supplemented, amended, assigned, transferred, renewed or otherwise changed in any way, (ii) the Lease has been duly executed by Landlord and Tenant and is in full force and effect, and is the binding obligation of the parties thereto, and (iii) the Lease, as delivered to MB, is the complete statement of the agreement between Landlord and Tenant with respect to the construction and leasing of the Premises.

8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

9. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

10. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by MB to Tenant, shall be deemed to have been properly given if served in person, if sent by United States registered or certified mail, postage prepaid, or if sent by reputable overnight courier service, addressed to Tenant at:

National City Bank of the Midwest
 One National City Parkway
 Locator K-A14-1K
 Kalamazoo, Michigan 49009
 Attention: Vice President Corporate Real Estate Services
 Fax: 269-973-2338

and to:

National City Bank of the Midwest
 202 East Washington
 Locator CS05MA
 Bloomington, IL 61701
 Attention: Property Manager
 Fax: 309-823-3964

copy to:

National City Law Dept.
 211 S. Rose St.
 Locator KA11C1
 Kalamazoo, MI 49007
 Fax: 269-376-2978

or to such other address as Tenant may from time to time designate by written notice to MB given as herein required. All notices, demands and requests by Tenant to MB shall be deemed to have been properly given if served in person, if sent by United States registered or certified mail, postage prepaid, or if sent by reputable overnight courier service, addressed to MB at:

MB Financial Bank, N.A.
 1200 North Ashland Avenue
 Chicago, Illinois 60622
 Attn: Jane M. Okarski

or to such other address as MB may from time to time designate by written notice to Tenant as herein required. Notices, demands and requests given by mail by MB to Tenant and by Tenant to MB in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when delivered personally, three (3) business days after the time such notice, demand or request

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shall be deposited in the mails as aforesaid, or one (1) business day after the time such notice, demand or request shall be delivered to an overnight courier service.

11. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of either MB or Tenant hereunder, all obligations and liabilities of such assignor under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such interest is so assigned.

12. Tenant and MB acknowledge and agree that this Agreement satisfies any condition or requirement of the Lease relating to a subordination and non-disturbance agreement.

13. Any provision of this Agreement which is unenforceable or invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenure of this Agreement as though any such invalid portion had never been included herein.

IN WITNESS WHEREOF, the parties have executed the foregoing Subordination, Non-Disturbance and Assignment Agreement as of the day and year first above written.

MB FINANCIAL BANK, N.A.

By: [Signature]
Name: Richard D. Chang
Title: Vice President

SMITHFIELD PROPERTIES XXXI, LLC

By: Norwalk Corporation, an Illinois Corporation
Name: Robert Brown President
Title: Manager

NATIONAL CITY BANK OF THE MIDWEST

By: [Signature]
Name: THOMAS A. BROWN
Title: SR VP

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STATE OF Illinois,)
COUNTY OF Cook,) SS.

I, Jennifer Calabria, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Brown, personally known to me to be the President of Novel Corporation, an Illinois corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as _____ of said corporation, pursuant to the authority given by the Board of Directors of said corporation, as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Manager of Smithfield Properties XXXX, LLC.

GIVEN under my hand and notarial sale this 6th day of July, 2004

Jennifer Calabria
Notary Public
My commission expires: 7/15/07



STATE OF MICHIGAN,)
COUNTY OF Kalamazoo,) SS.

I, BARBARA A. ANTOSZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS A. BROWN personally known to me to be the SR. VICE PRES. of NATIONAL CITY BANK OF THE MIDWEST, a national banking association and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as SR. VICE PRES. of said entity, pursuant to the authority given by the Board of Directors of said entity, as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial sale this 29th day of JUNE, 2004

BARBARA A. ANTOSZ
NOTARY PUBLIC KALAMAZOO CO., MI
MY COMMISSION EXPIRES Mar 27, 2006

Barbara A. Antosz
Notary Public
My commission expires: _____

Property of _____
Notary Public's Office

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STATE OF Ill)
COUNTY OF Cook) SS.

I, Darnice J. Monroe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Chang, personally known to me to be the Vice President of MB FINANCIAL BANK, N.A., a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument as he own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial sale this 7 day of July, 2004

Darnice J. Monroe
Notary Public
My commission expires: 10-11-06



THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

David J. O'Keefe
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601

Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF DEMISED PREMISES

That part of Lots 8, 9 and 10 in Owners Division of Lots 10, 11, 12, 13 and 14 and Lot 9 (except the West 5.215 feet thereof) in Block 12 in the Town of Schleswig, a subdivision of part of the Northwest Quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: beginning at a point 3.33 feet North (measured perpendicularly) of the South line of said Lot 10 and 0.88 West (measured perpendicularly) of the East line of said Lot 10; thence North 90°00'00" West, along a line drawn perpendicularly to the East line of Lot 10, aforesaid, 73.13 feet; thence North 00°00'00" East 97.17 feet; thence North 90°00'00" East 73.13 feet to a point 0.88 feet West (measured perpendicularly) of the East line of said Lot 10; thence South 00°00'00" West along a line parallel to the East line of Lot 10, aforesaid, 97.17 feet to the point of beginning in Cook County, Illinois.

Containing 7,106 square feet, more or less.

PIN - 13-36-125-015-0000

Property of Cook County Clerk's Office