

# UNOFFICIAL COPY

This Document Prepared by  
and after Recording Return to:

Walter J. Starck  
Arnstein & Lehr LLP  
120 S. Riverside Plaza, Ste. 1200  
Chicago, IL 60606



Doc#: 0525039086 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/07/2005 04:10 PM Pg: 1 of 8

*This space reserved for Recorders use only.*

## SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of SEPTEMBER 1, 2005, by and between **Goldberg, Weisman & Cairo, Ltd.**, whose address is One E. Wacker Drive, Suite 3800, Chicago, IL 60601 ("Tenant"), **One East Wacker Corporation**, whose address is One E. Wacker Drive, Suite 1000, Chicago, IL 60601 ("Landlord"), and **Trinity Universal Insurance Company as successor in interest to Unitrin, Inc.**, whose address is One E. Wacker Drive, Suite 1000, Chicago, IL 60601 ("Mortgagee").

### 1. Recitals.

1.1 Mortgagee is the holder of a certain Mortgage and Security Agreement dated as of December 29, 2003, between Mortgagee and Landlord (the "Mortgage") encumbering the Real Estate commonly known as One E. Wacker Drive, Chicago, Illinois and legally described on Exhibit A attached hereto.

1.2 Tenant and Landlord have entered into that certain Lease dated February 28, 1990, and certain amendments thereto (the "Lease"), pursuant to which Tenant is or will be leasing Suites 3800 and 3900 located in the Building situated on said Real Estate.

1.3 In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as set forth in this Agreement.

### 2. Representations and Warranties of Tenant.

Tenant represents and warrants to Mortgagee that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the leasing of said suites on the Real Estate and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the leasing of said suites on the Real Estate.

### 3. Subordination to Mortgage.

The Lease shall be subject and subordinate to the lien of the Mortgage. Upon receipt of notice from Mortgagee that Landlord has defaulted in either the payment or performance of any of the obligations secured by the Mortgage, Tenant shall, if demanded by Mortgagee, make all further payments under the Lease to Mortgagee.

### 4. Agreements of Mortgagee.

Mortgagee agrees that so long as Tenant is not in default under the Lease beyond any applicable cure

WJ3  
BY 378 [Signature]

# UNOFFICIAL COPY

period:

- 4.1 Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage; and
- 4.2 The possession by Tenant of the Lease Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the Term thereof be terminated or otherwise adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Real Estate, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;
- 4.3 If Mortgagee or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease and in such event:
- A. Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law).
- B. Such new owner shall be bound as landlord to Tenant under all of the terms, covenants and provisions of the Lease (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term).

## 5. Notices.

Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed to the party to be notified at the address for such party set forth above, or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

## 6. Successors and Assigns.

# UNOFFICIAL COPY

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof.

**7. Governing Law.**

This Agreement shall be governed by the laws of the State of Illinois.

**8. Counterparts.**

This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

**9. Captions.**

The captions preceding the text of the paragraphs or subparagraphs of this Agreement are inserted only for convenience of reference and shall not constitute a part of this Agreement, nor shall they in any way affect its meaning, construction or effect.

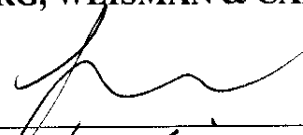
[Signatures on following page]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, each of said parties has signed this Agreement on the date first stated above.


Tenant:

**GOLDBERG, WEISMAN & CAIRO, LTD.**

By:   
Name: Louis Cairo  
Title: VP


Landlord:

**ONE EAST WACKER CORPORATION**

By:   
Name: John M. Bartolli  
Title: Treasurer

Mortgagee:

**TRINITY UNIVERSAL INSURANCE COMPANY as successor in interest to UNITRIN, INC.**

By:   
Name: DAVID F BERGSTED  
Title: ASST VICE PRESIDENT

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

## EXHIBIT A

LEGAL DESCRIPTION

Lots 1 to 8 in block 8 in Fort Dearborn addition to Chicago, the whole southwest fractional  $\frac{1}{4}$  of Section 10, Township 39 north, range 14 east of the third principal meridian, in Cook County, Illinois

STREET ADDRESS: ONE E. WACKER DRIVE  
CHICAGO, IL. 60601

PIN: 17-10-302-027-0000

17-10-302-028-0000

Property of Cook County Clerk's Office



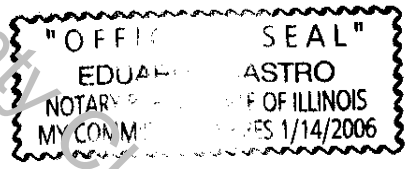
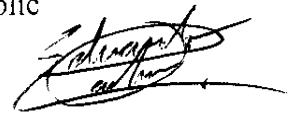
# UNOFFICIAL COPY

STATE OF IL )  
 ) SS.  
COUNTY OF Cook )

The undersigned, Eduardo Castro a Notary Public in and for said County, in the State aforesaid, do hereby certify that John M. Boschelle personally known to me to be the TREASURER of One East Wacker Corporation, and personally known to me to be the same person whose name is subscribed to the attached Subordination Attornment and Non-Disturbance Agreement, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority, as his free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 14<sup>th</sup> day of August 2005.

Notary Public



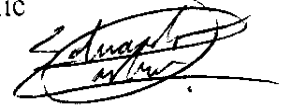
# UNOFFICIAL COPY

STATE OF IL )  
 ) SS.  
COUNTY OF Cook )

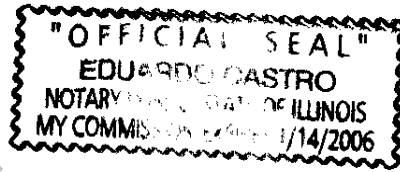
The undersigned, Eduardo Castro, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID F. BENNETT personally known to me to be the Assistant Vice President of Trinity Universal Insurance Company, as successor in interest to Unitrin, Inc. and personally known to me to be the same person whose name is subscribed to the attached Subordination Attornment and Non-Disturbance Agreement, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority, as his free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 17<sup>th</sup> day of August, 2005.

Notary Public



984353



Property of Cook County Clerk's Office