



Doc#: 0604032032 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/09/2006 11:00 AM Pg: 1 of 4

Parcel ID # _____
This Instrument Prepared By and Upon
Recordation Return to:
Office Depot, Inc.
2200 Old Germantown Road
Delray Beach, Florida 33445
Attention: Elizabeth A. Hamilton/Real Estate-Legal

OD#2337

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") executed between LASALLE BANK, N.A., a national banking association ("Mortgagee") and OFFICE DEPOT, INC., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, INLAND COMMERCIAL PROPERTY MANAGEMENT, INC., an Illinois corporation, as Managing Agent for Owner, Inland Real Estate-Illinois, L.L.C., a Delaware limited liability company ("Landlord") has entered into a certain lease (the "Lease") with Tenant dated October 5, 2004, relating to certain premises located in the County of Cook, City of Chicago, State of Illinois (the "Premises"), said Premises being more particularly described in the Lease and being situated on a portion of the real property described in **EXHIBIT A** attached hereto and made a part hereof; and

WHEREAS, Mortgagee has made a mortgage loan to Inland Real Estate-Illinois, L.L.C., secured by a Mortgage dated December 30, 1996 ("Mortgage") covering the Premises, which Mortgage is recorded in Cook County, Illinois;

NOW, THEREFORE, it is mutually agreed as follows:

1. To the extent that Tenant's rights and entitlements under the Lease are not diminished or otherwise affected, and except as provided in this Agreement, the Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage.

2. In the event of a foreclosure of the Mortgage or should Mortgagee obtain title by deed in lieu thereof, or otherwise, Mortgagee, for itself, its successors or assigns (which shall include any persons acquiring title by voluntary deed, assignment or other disposition or transfer in lieu of foreclosure), agrees that Tenant may continue its occupancy of the Premises in accordance with the terms and provisions of the Lease, so long as Tenant is not in material default under the Lease beyond any applicable notice and cure period. Mortgagee agrees not to name Tenant as a party defendant in any foreclosure action.

3. Tenant agrees to attorn to: (a) Mortgagee when in possession of the Premises; (b) a receiver appointed in an action or proceeding to foreclose the Mortgage or otherwise; or (c) to any party acquiring title to the Premises as a result of foreclosure of the Mortgage or deed in lieu thereof. Tenant further covenants and agrees to execute and deliver, upon request of Mortgagee, or its assigns, an appropriate agreement of attornment, in form and content reasonably acceptable to Tenant and Mortgagee (but which shall not amend the terms of the Lease or otherwise diminish Tenant's rights thereunder) with any subsequent titleholder of the Premises.

4. So long as the Mortgage on the Premises remains outstanding and unsatisfied,

1401-Richard Pz RF 1 of 1

UNOFFICIAL COPY

Tenant will deliver to Mortgagee a copy of all notices of default given to Landlord by Tenant. At any time before the rights of Landlord shall have been forfeited or adversely affected because of any default under the Lease as therein provided, Mortgagee shall have the right (but not the obligation) to cure such default within the same period of time as is allowed Landlord under the Lease.

5. If Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided further, however, that Mortgagee shall not be:

(a) liable for any warranty, act or omission of any prior landlord (including Landlord), unless such new owner continues such act or omission from and after the date upon which the new owner succeeds to the interest of such prior landlord, in which case such new owner shall only be liable for its act or omission from and after such date; or

(b) subject to any offsets or defense which Tenant might have against any prior landlord (including Landlord), except (i) offsets specifically provided for in the Lease, or (ii) those which arose out of such Landlord's default under the Lease and accrued after Tenant has notified Mortgagee and given Mortgagee an opportunity to cure as provided in Paragraph 4 above; or

(c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord) unless such additional rent is paid in accordance with the applicable provisions of the Lease; or

(d) bound by any amendment or modification of the Lease or any collateral agreement made without Mortgagee's written consent which would (i) reduce fixed minimum rent, or (ii) reduce any other monetary obligation of Tenant under the Lease; or

(e) bound to refund any deposit not actually received by Mortgagee.

6. Mortgagee consents to the application and disposition of casualty proceeds and condemnation awards in accordance with the Lease.

7. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns (which shall include any persons acquiring title by voluntary deed, assignment or other disposition or transfer in lieu of foreclosure) of the parties.

8. Tenant shall look solely to the land, improvements, rentals and other interests of the Landlord in and to the Shopping Center for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by Landlord in the event of any default or breach by Landlord of the terms, covenants or conditions of this Lease. If Landlord is a corporation, joint venture or partnership, there shall be no personal liability of any individual member, partner, employee, officer or stockholder thereof respecting Landlord's obligations under this Lease.

9. Any notices under this Agreement may be delivered by hand or sent by commercial delivery services or United States Postal Service express mail, in either case for overnight delivery with proof of service, or sent by certified mail, return receipt requested, to the following addresses:

To Tenant:	Office Depot, Inc. 2200 Old Germantown Road Delray Beach, Florida 33445 Attention: Vice President-Real Estate
------------	------------------------------------------------------------------------------------------------------------------------

To Mortgagee:	LaSalle Bank National Association 135 South LaSalle Street Suite 3410 Chicago, Illinois 60603 Attention:
---------------	----------------------------------------------------------------------------------------------------------------------

UNOFFICIAL COPY

EXHIBIT A

Legal Description:

PARCEL 1:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT WHERE THE CENTER LINE OF MILWAUKEE PLANK ROAD (NOW MILWAUKEE AVENUE) INTERSECTS THE WEST LINE OF SAID SECTION 22; THENCE SOUTH ON THE WEST LINE OF SAID SECTION, 418 FEET; THENCE EAST 198 FEET; THENCE NORTH 242 FEET TO THE MIDDLE OF SAID PLANK ROAD; THENCE NORTHWESTERLY ALONG THE MIDDLE OF SAID PLANK ROAD 262 1/2 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

LOTS 1 TO 4 BOTH INCLUSIVE, IN BLOCK 1 IN GROSS' MILWAUKEE AVENUE ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 3:

LOTS 36, 37, 38 AND 39 IN BLOCK 1 IN GROSS' MILWAUKEE AVENUE ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address 3925-3931 N Cicero Avenue, Chicago, IL 60641

Pins: 13-27-100-001/002/003/004/005/006/011/012/013