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Cook County Recorder of Deeds
Date: 02/22/2006 12:49 PM Pg: 1 of 9

Property of Cook County Clerk's Office

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

ZMA OAK LAWN LLC, as Landlord

and

**STAPLES THE OFFICE SUPERSTORE
EAST, INC., as Tenant**

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AFTER RECORDING RETURN TO:
 Staples, Inc.
 500 Staples Drive
 Framingham, MA 01701-9271
 Attention: Real Estate Legal Department

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
 (Mortgage)

THIS AGREEMENT is made as of June 20th, 2005, by and among OAK BROOK BANK ("Mortgagee"), ZMA OAK LAWN, LLC, an Illinois limited liability company ("Landlord"), and STAPLES THE OFFICE SUPERSTORE EAST, INC. successor-in-interest to Staples, Inc., a Delaware corporation ("Tenant").

Reference is made to a mortgage ("Mortgage") from Landlord to Mortgagee, dated June 20, 2005 and recorded as document number 0518103030 in the Cook County Records.

Reference is made to a lease ("Lease") dated March 15, 2005, between Landlord and Tenant, demising premises located at Southeast Corner of Cicero and 97th, Oak Lawn, IL which premises is situated within the property covered by said Mortgage.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Mortgagee hereby consents to the Lease and all of the provisions thereof.
2. Subject to the terms hereof, the Lease is and shall be subject and subordinate at all times to the lien of the Mortgage and to all renewals, replacements and extensions of the Mortgage to the full extent of the principal sum secured thereby and interest thereon.
3. Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder (whether by a foreclosure, deed in lieu of foreclosure or otherwise), shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person, as its landlord under the terms of said Lease.

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4. Mortgagee agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed (whether by a foreclosure, deed in lieu of foreclosure or otherwise), except for default continuing after notice and beyond any applicable grace period and otherwise in accordance with the provisions of said Lease.

5. In the event Mortgagee succeeds to the interest of landlord under the Lease, Tenant will have the same remedies against Mortgagee for any default under the Lease; provided, however, that Mortgagee shall not be:

- (i) liable for any act or omission of any prior landlord (including Landlord) under the Lease, except for non-monetary defaults of a continuing nature;
- (ii) subject to any off-sets or abatements against Base Rent or other charges which Tenant may have against any prior landlord (including Landlord), except for the exercise of rights expressly set forth in the Lease;
- (iii) bound by any Base Rent or other charges which Tenant might have paid for more than the current month to any prior landlord (including Landlord), except as expressly required under the Lease; or
- (iv) bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed.

Nothing herein contained shall impose any obligations upon Mortgagee to perform any of the obligations of Landlord under the Lease, unless and until Mortgagee shall become owner or mortgagee in possession of the Premises.

6. Tenant agrees to provide Mortgagee with a copy of any notice of default Tenant may send to Landlord pursuant to the terms of the Lease. Tenant agrees that Mortgagee shall have the same opportunity and the same period of time to cure any default of Landlord as provided Landlord pursuant to the terms of the Lease. Unless changed by written notice to Tenant, Mortgagee's notice address is as follows:

Oak Brook Bank
1400 Sixteenth Street
Oak Brook, Illinois 60523

All notices between Mortgagee and Tenant shall be sent in the manner set forth under the Lease.

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7. Landlord agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Mortgagee of any of its rights under the Mortgage or related documents, and that the Mortgage and any related documents remain in full force and effect and shall be complied with in all respects by Landlord. Landlord represents and warrants that, as of the later of the date of this Agreement and the date of the Mortgage, there is no mortgage or trust deed encumbering the Premises except the Mortgage.

8. No material 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 effective unless in writing and signed by the parties.

The benefits and burdens of this Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

[SIGNATURES TO FOLLOW]

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IN WITNESS WHEREOF, each party has caused this instrument to be executed under seal by its duly authorized representative.

MORTGAGEE:
OAK BROOK BANK

Witnessed By:
Andy Shuler *vs*

By: [Signature]
its *Vice President*

LANDLORD:
ZMA OAK LAWN, LLC

Witnessed By:

By: [Signature]

By: _____
its

TENANT:
STAPLES THE OFFICE
SUPERSTORE EAST, INC.

Witnessed By:
[Signature]

By: [Signature]
PAUL VAN CAMP
Director, Property Management



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STATE OF ILLINOIS)
)
 COUNTY OF DUPAGE)

SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that CHRISTOPHER HUTTER of OAK BROOK BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 seal this 20th day of June, 2005.



J M Miles

 Notary Public

My Commission Expires: _____

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ACKNOWLEDGMENTS

STATE OF _____)
COUNTY OF _____) _____, 2005

Then appeared before me _____, a resident of _____ and _____ of _____ and acknowledged that he signed and delivered the foregoing instrument on behalf of such corporation, pursuant to authority given by its Board of Directors, as his free act and deed and as the free and act and deed of such corporation.

Name:
Notary Public
My Commission Expires:

STATE OF Illinois)
COUNTY OF Cook) June 20th, 2005

Then appeared before me Michael Norman a resident of Cook County, IL and CEO President of Zak Law, LLC and acknowledged that he signed and delivered the foregoing instrument on behalf of such corporation, pursuant to authority given by its Board of Directors, as his free act and deed and as the free and act and deed of such corporation. Managers

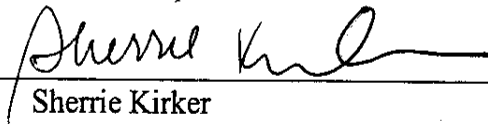


Christine S. Bricker
Name:
Notary Public
My Commission Expires:

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STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX)

On this 10th day of JUNE, 2005, before me, the undersigned notary public, personally appeared Paul Van Camp, as Director Property Management for Staples the Office Superstore East, Inc., a Delaware corporation, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Sherrie Kirker
Notary Public
My commission expires 12/16/05

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Exhibit "A"

Legal Description

LOTS 2, 3, AND 4 IN MID-AMERICA 96TH STREET SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED ON JUNE 30, 2005 AS DOCUMENT NUMBER 518103024.

Permanent Index Numbers:

24-10-100-017

24-10-100-019

24-10-100-021

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