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Cook County Recorder of Deeds
Date: 04/12/2006 04:00 PM Pg: 1 of 8

Subordination, Non-Disturbance
& Attornment Agreement

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

2056426
 Yaw
 [Signature]

THIS AGREEMENT, dated as of the 2nd day of February, 2006, is executed by and among Harris, N.A. as lender ("Lender"), and Concord Buying Group Inc. as tenant ("Tenant"), who both agree as follows:

WITNESSETH

WHEREAS, Tenant is a party to a certain Lease, dated February 16, 2005, (hereinafter referred to as the "Lease") with 47th and Bishop Plaza, LLC, as landlord (hereinafter referred to as "Landlord") covering certain premises more fully described in said Lease (hereinafter referred to as "Demised Premises") located at 47th & Bishop Plaza, 1422 W. 47th Street, Chicago, IL 60609;

WHEREAS, Landlord is the owner and holder of Landlord's interest pursuant to the Lease;

WHEREAS, the Demised Premises are part of a shopping center located at 47th & Bishop Plaza, 1422 W. 47th Street, Chicago, IL 60609, as described further in Exhibit A, a copy of which is attached hereto (hereinafter referred to as "Property");

WHEREAS, Lender is or intends to be the owner and holder of a Mortgage made or to be made by Landlord to Lender and encumbering the Property (hereinafter referred to as "Mortgage"); and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. Tenant and Lender hereby covenant and agree that the lien of, but not the terms and provisions of, the Lease shall be, and the same hereby is, made subordinate to the lien of, but not the terms and provisions of, the Mortgage and to all advances made thereunder;

2. In consideration of the agreements of Lender contained herein, Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder, shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person claiming under said holder, as its landlord under the terms of said Lease;

3. In consideration of the agreements of Tenant contained herein, Lender consents to said Lease and 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, except in accordance with the provisions of said Lease and the holder of such Mortgage or any person claiming thereunder shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease with the same force and effect as if the holder of such Mortgage or any person claiming thereunder were the Landlord under the Lease;

4. Lender and Tenant hereby acknowledge and represent to each other that the individuals executing this Agreement below are duly authorized by the Lender and Tenant respectively; and

5. This Agreement shall bind and inure to the benefit and burden of Lender and Tenant their respective successors, assigns and/or representatives, as their interests may appear from time to time.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

WITNESS:

LENDER

Harris, N.A.

Jreshanna R. Sellers

Name: [Signature]
Title: Vice President
Grag Christopher Daly

WITNESSES AS TO BOTH:

TENANT

Concord Buying Group Inc.

[Signature]

By: Ann McCauley
Ann McCauley
Its: Secretary/Clerk

Karen M. O'Brien

By: Mary B. Reynolds
Mary B. Reynolds
Its: Vice President/Treasurer

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

WITNESS:

LENDER

Harris, N.A.

Name _____

Title _____

WITNESSES AS TO BOTH:

TENANT

Concord Buying Group Inc.

[Signature]

By: *[Signature]*

Ann McCauley

Its: Secretary/Clerk

[Signature]

By: *[Signature]*

Mary B. Reynolds

Its: Vice President/Treasurer

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LENDER'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
 CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this
12th day of April, 2006 by Gray Christopher Daly and
 _____ on behalf of Harris, NA.

Evelyn D. Turner
 Notary Public
 My Commission Expires:



TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
 COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 2
 day of February, 2006 by Ann McCauley, Secretary/Clerk and Mary B. Reynolds, Vice
 President/Treasurer, of Concord Buying Group Inc. on behalf of the corporation.

Lauren M. Perry
 Notary Public
 My Commission Expires:

LAUREN M. PERRY
 MY COMMISSION EXPIRES AUG. 7, 2009

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LENDER'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
 CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006 by _____ and _____ on behalf of _____.

 Notary Public
 My Commission Expires:

TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
 COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 2 day of February, 2006 by Ann McCauley, Secretary/Clerk and Mary B. Reynolds, Vice President/Treasurer, of Concord Buying Group Inc. on behalf of the corporation.

Lauren M Perry
 Notary Public
 My Commission Expires:

LAUREN M. PERRY
 MY COMMISSION EXPIRES AUG. 7, 2009

UNOFFICIAL COPY

LENDER'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006 by _____ and _____ on behalf of _____.

Notary Public
My Commission Expires:

TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 2 day of FEBRUARY, 2006 by Ann McCauley, Secretary/Clerk and Mary B. Reynolds, Vice President/Treasurer, of Concord Buying Group Inc. on behalf of the corporation.

Lauren M Perry
Notary Public
My Commission Expires:

LAUREN M. PERRY
MY COMMISSION EXPIRES AUG. 7, 2009

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UNOFFICIAL COPY FINAL**SCHEDULE A****DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES**

The Demised Premises consist of a portion of a one-story building, to be constructed by Landlord as herein provided, and contain approximately twenty four thousand twenty five (24,025) square feet of gross leaseable ground floor area having a frontage and width of approximately one hundred thirty five (135) feet, a depth of two hundred (200) feet and such other dimensions as shown upon the plan attached hereto (the "Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled AREA A on the Lease Plan. The portion of the Lease Plan marked as Critical Area shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole discretion. Any changes to the Lease Plan outside of Tenant's Critical Area which affect any entrances or exits from the Shopping Center, traffic flow within the Shopping Center, or which will materially affect the visibility of Tenant's storefront or other signs or the accessibility of the Demised Premises to or from any other portion of the Shopping Center or the Main Streets (as defined below) shall require the prior written consent of Tenant, which may be withheld at Tenant's reasonable discretion. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Portion or Tenant's Portion (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating other charges due under this lease. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the rent payable by Tenant under this lease shall be reduced proportionately. In no event shall rent be based on the Demised Premises containing more than twenty four thousand three hundred fifty (24,350) square feet of gross leaseable ground floor area.

The Demised Premises are situated within the so-called Bishop Plaza Shopping Center, to be constructed by Landlord as herein provided, at the northeast corner and a portion of the northwest corner of the intersection of 47th and Bishop (herein collectively referred to as "the Main Streets") in Chicago, Illinois. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

LEGAL DESCRIPTION**PARCEL 1:**

THE EAST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM ABOVE DESCRIBED PARCEL OF LAND THOSE PARTS THEREOF TAKEN OR USED FOR STREET PURPOSES AS PER DOCUMENT NO. 907217.

LOTS 31 THROUGH 38 IN BLOCK 2 IS S.E. GROSS SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS