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Doc#: 0613626070 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/16/2006 02:13 PM Pg: 1 of 4

**This Document Prepared By
and After Recording Return to:**
David T. Hejna, Esq.
DLA Piper Rudnick Gray Cary US LLP
203 North LaSalle Street – Suite 1800
Chicago, Illinois 60601-1293

Property Address:
1202 West Taylor Street
Chicago, Illinois

Permanent Index Number:
17-17-323-016

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, dated this 26th day of April, 2006 between ASSOCIATED BANK, hereinafter called "Mortgagee", and CITIBANK, FSB, hereinafter called "Tenant".

WITNESSETH:

(A) Tenant has entered into a certain lease dated February 22, 2006 with RS RETAIL LLC hereinafter called "Landlord", covering certain premises (the "Premises") in a certain building (the "Building") located at 1202 West Taylor Street, in Chicago, Illinois on the land legally described on Exhibit A attached hereto and made a part hereof (the "Land"); and

(B) Mortgagee has agreed to make a loan to the Landlord secured by a mortgage (the "Mortgage") encumbering the Land and the Premises, and the parties desire to set forth their agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the Premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Said lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum and other amounts secured thereby and interest thereon, subject to the other provisions hereof.

2. Tenant agrees that it shall attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the demised Premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its Landlord for the unexpired balance (and any extensions, if exercised) of the term of said lease upon the same terms and conditions set forth in said lease.

**Near North National Title
222 N. LaSalle
Chicago, IL 60601**



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3. In the event that it should become necessary to foreclose the Mortgage, Mortgagee thereunder will recognize Tenant's interest in the lease, and shall not disturb such interest or terminate said lease nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants, or conditions of said lease beyond any applicable cure period (and then only in accordance with the terms of the lease).

4. In the event that Mortgagee shall succeed to the interest of Landlord under such lease, Mortgagee shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord), except to the extent of any on-going breach of the Landlord's obligations occurring after the date upon which Mortgagee succeeds to the interest of Landlord and provided Tenant has notified Mortgagee of the same and afforded Mortgagee the same opportunity to cure as that provided to Landlord in the Lease; or
- (b) liable for the return of any security deposit; or
- (c) subject to any offsets or defenses which Tenant might have against any prior Landlord (including Landlord), except to the extent of any on-going breach of the Landlord's obligations occurring after the date upon which Mortgagee succeeds to the interest of Landlord and provided Tenant has notified Mortgagee of the same and afforded Mortgagee the same opportunity to cure as that provided to Landlord in the Lease; or
- (d) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- (e) bound by any amendment or modification of the lease made without its consent.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year written above.

MORTGAGEE
ASSOCIATED BANK

BY: *Robert A. Runk*
DATE: 4.28.06
ATTEST: *Ken Meyer*

TENANT
CITIBANK, FSP

BY: *J. W. [Signature]*
DATE: 4/20/06
ATTEST: _____

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Mary Jean Haley, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert Burda, a Vice President of Associated Bank, a NATIONAL BANKING ASSOCIATION, 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, sealed and delivered said instrument as his free voluntary act and as the free and voluntary act of said corporation for the use and purpose therein set forth.

Given under my hand and Notarial Seal this 28th day of April, 2006.

My Commission Expires: 1-14-2007



Mary Jean Haley
 Notary Public

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Eric Kirste, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that James W. Means, a Vice President of Citibank, FSB, a federal savings 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, sealed and delivered said instrument as his free voluntary act and as the free and voluntary act of said corporation for the use and purpose therein set forth.

Given under my hand and Notarial Seal this 26 day of April, 2006.

My Commission Expires: 04/02/2008



Eric Kirste
 Notary Public

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EXHIBIT "A"

Legal Description of Land

All that portion of the following described premises lying above Elevation 14.50 and beneath Elevation 26.83 City of Chicago Datum:

Part of Lot 15 as designated upon Plat 1 Roosevelt Square, a resubdivision of part of Buckley's Subdivision, Part of Macalister's Subdivision and the Subdivision of Block 14 of Vernon Park Addition to Chicago lying within the East Half of the Southwest Quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows to wit: Commencing at the Southeast corner of said Lot 15; thence North 89°58'27" West along the South line of said Lot, a distance of 10.63 to a Point; thence North 45°00'08" West, a distance of 3.67 to the Point of Beginning of this description; thence North 44°59'52" East, a distance of 5.10 to a Point; thence Northeasterly along a non-tangent curve to the right said curve having a radius of 315 feet and a central angle of 180°00'00" (the chord of which bears North 44°59'52" East, a distance of 6.29 feet); thence North 44°59'52" East, a distance of 5.10 to a Point; thence North 45°00'08" West, a distance of 2.00 to a Point; thence South 44°59'52" West, a distance of 0.18 to a Point; thence North 45°00'08" West, a distance of 0.61 to a Point; thence North 00°00'08" West, a distance of 31.26 to a Point; thence South 89°59'52" West, a distance of 11.46 to a Point; thence North 00°00'08" West, a distance of 2.99 to a Point; thence South 89°59'52" West, a distance of 29.17 to a Point; thence North 00°00'08" West, a distance of 12.01 to a Point; thence South 89°59'52" West, a distance of 6.18 to a Point; thence South 00°00'08" East, a distance of 2.47 to a Point; thence South 89°59'52" West, a distance of 8.58 to a Point; thence North 00°00'08" West, a distance of 2.47 to a Point; thence South 89°59'52" West, a distance of 38.95 to a Point; thence South 00°00'08" East, a distance of 57.67 to a Point; thence North 89°59'52" East, a distance of 82.93 to a Point; thence South 45°00'08" East, a distance of 0.61 to a Point; thence South 44°59'52" West, a distance of 0.18 to a Point; thence South 45°00'08" East, a distance of 2.00 to the Point of Beginning. Situated in the County of Cook, State of Illinois.

Commonly Known as: 1200-1208 West Taylor Street, Chicago, Illinois

P.I.Ns.: 17-17-323-016