

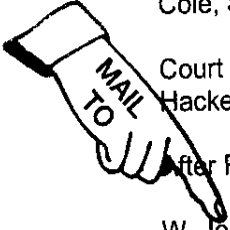
# UNOFFICIAL COPY

This Document Prepared By:

W. John Park, Esq.  
Cole, Schotz, Meisel, Forman  
& Leonard, P.A.  
Court Plaza North, 25 Main St.  
Hackensack, NJ 07602



Doc#: 0615344110 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/02/2006 02:30 PM Pg: 1 of 6



After Recording Return To:

W. John Park, Esq.  
Cole, Schotz, Meisel, Forman  
& Leonard, P.A.  
Court Plaza North, 25 Main St.  
Hackensack, NJ 07602

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S  
USE ONLY

SUBORDINATION, NON-DISTURBANCE  
AND EJECTMENT AGREEMENT

1062 N 01060246/N0610012 + N01060247/N0610013 Bm

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



# UNOFFICIAL COPY

purchase price is paid to Lessor and Lienholder or any other holder of the Note jointly, all rights of Lienholder with respect to the Premises shall terminate.

4. In the absence of the prior written consent of Lienholder, Lessee agrees not to do any of the following: (a) prepay any rent or additional rent required under the terms of the Lease for more than one (1) month in advance, except as may be provided in the Lease (b) voluntarily surrender the Premises or terminate the Lease without cause; or (c) assign Lessee's interest in the Lease or sublet the Premises except as otherwise permitted under the terms of the Lease.

5. The foregoing provisions concerning attornment shall be self-operative; provided, however, Lessee agrees to execute and deliver to Lienholder or to any person to whom Lessee herein agrees to attorn such other instrument(s) as either shall request in order to effectuate said provisions.

6. Lessee will notify Lienholder of any default of Lessor which would entitle Lessee to terminate the Lease, and Lessee agrees that no notice of termination due to Lessor's default thereof shall be effective unless Lienholder has received the aforementioned notice and has failed to cure such default within the time period permitted for such cure in the Lease, provided, however, that prior to acquisition of fee simple title to the Premises by Lienholder or any other new owner, Lienholder or such new owner, as applicable, shall not be (i) obligated to cure any existing default in the Lease; or (ii) personally liable for any act or omission of Lessor, except to the extent of any rights of self-help and/or offset against rent or reduction in rent, to which Lessee may be entitled under the terms of the Lease.

7. Lienholder, on its own behalf and on behalf of any third party purchaser of the Premises at a foreclosure sale thereof, acknowledges and agrees that from and after Lienholder's (third party's) succession to the interest of Lessor under the Lease, Lienholder shall be bound to Lessee as Lessor under all of the terms, covenants and conditions of the Lease, and Lessee shall, from and after Lienholder's succession to the interest of Lessor under the Lease, have the same remedies against Lienholder for the breach of any agreement contained in the Lease as are available thereunder to Lessee against Lessor. Lessor hereby consents to Lienholder giving notice to Lessee of all notices required to be given to Lessor under the Deed of Trust or Mortgage and other documents relating to the loan evidenced by the Note. Lienholder agrees to deliver a copy of all such notices to Lessee at the same time as such notices are delivered to Lessor.

8. THIS SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT IS BEING DELIVERED TO YOU ON THE CONDITION THAT A FULLY EXECUTED COPY IS RETURNED TO LESSEE WITHIN THIRTY (30) DAYS OF THE DATE THIS AGREEMENT IS SIGNED BY LESSEE. IF LESSEE DOES NOT RECEIVE A FULLY EXECUTED COPY WITHIN THIRTY (30) DAYS, THIS DOCUMENT AND LESSEE'S EXECUTION THEREOF SHALL BE CONSIDERED NULL AND VOID.


9. The provisions hereof shall be binding upon and inure to the benefit of Lienholder, Lessor and Lessee and their respective successors and assigns.


# UNOFFICIAL COPY

EXECUTED: April 27, 2006.

LIENHOLDER:


UBS Real Estate  
Investments Inc.

By:   
Name: \_\_\_\_\_  
Title: Patricia McCormack  
Executive Director

By:   
Name: Brad Cohen  
Title: Executive Director

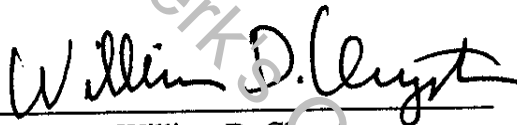
LESSOR:

Novogroder/Blue Island & Central, LLC  
By: The Novogroder Companies, Inc., its Manager

By:   
Name: George Novogroder  
Title: President

LESSEE:

RADIO SHACK CORPORATION

By:   
Name: William D. Clugsten  
Title: Senior Director, Real Estate Legal

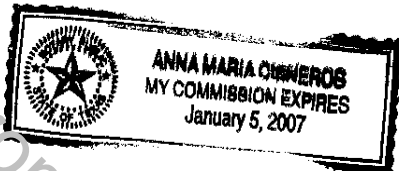
Date: April 5, 2006

# UNOFFICIAL COPY

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 5<sup>th</sup> day of April, 2006, by William D. Clugsten, Senior Director, Real Estate Legal, RadioShack Corporation, in his authorized capacity on behalf of said corporation.

[SEAL]

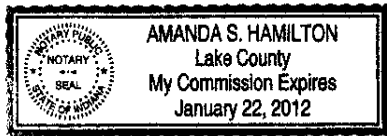


Anna Maria Cisneros  
Notary Public in and for  
the State of Texas

THE STATE OF INDIANA §  
§  
COUNTY OF LAKE §

The foregoing instrument was acknowledged before me on the 7<sup>th</sup> day of April, 2006, by George Norogroder, President of George Norogroder Companies, Inc., on behalf of said corporation.

[SEAL]



Amanda Hamilton  
Notary Public in and for  
the State of INDIANA

THE STATE OF NY §  
§  
COUNTY OF NY §

The foregoing instrument was acknowledged before me on the 25 day of April, 2006, by Vanilla Melermach and Brad Cohen, the Exec Director + Exec Director of US Real Estate Investments Inc., on behalf of said corporation.

[SEAL]

Sarah S. Gochberg  
Notary Public in and for  
the State of \_\_\_\_\_

010398\pverka1\word\snda 01-3696.doc

SARAH S. GOCHBERG  
Notary Public, State of New York  
No 01G06059332  
Certified in New York County  
Commission Expires May 29, 2007

# UNOFFICIAL COPY

## Legal Description for Blue Island

Lots 18, 19, 20, 21 and 22 (excepting from the aforesaid lots the West 7.0 feet thereof) in Block 6 in Resubdivision of Blocks 5 and 6 in South Washington Heights, a subdivision of the Northwest  $\frac{1}{4}$  of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office