This Document Prepared By:

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W. John Park, Esq. Cole, Schotz, Meisel, Forman & Leonard, P.A. Court Fiera 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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S **USE ONLY**

Or Or SULORDINATION, NON-DISTURBANCE AND A STORNMENT AGREEMENT County Clart's Office

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

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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THE	STAT	E OF	ILLI	NOIS
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KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF COOK

PIN: 25-30-122-006+000

PIN: 16-28-20 16-28-206 031 to 6

WHEREAS, <u>RadioShack Corporation</u>, as lessee ("Lessee") and Lessor have entered into a Lease Agreement ("Lease") dated <u>September 9, 1986, Lease Extension Agreements dated March 13, 1996, October 30, 2000 and November 1, 2004, covering the Premises;</u>

NOW, THEREFORE, Lienholder, Lessee and Lessor hereby agree as follows:

- 1. The Lease is and shall be subject and subording to the lien created by the Deed of Trust or Mortgage and all modifications to the same extent as if Lessee had entered into possession of the Premises under the Lease after the time the loan of Lienholder to Lessor as evidenced by the Note had been consummated.
- 2. The holding of a foreclosure sale, conveyance in lieu of foreclosure, or other exercise by the holder of the Note of any remedies under the Deed of Trust or Mongage shall not terminate the Lease or the rights and obligations of Lessee thereunder, nor shall such sale conveyance and acceptance (a) constitute a waiver by the new owner of any uncured event of default by Lessee under the terms of the Lease; or (b) otherwise affect the rights of such new owner as successor to Lessor under the Lease.
- 3. Lessee agrees to attorn to each new owner of the Premises following a foreclosure sale or conveyance in lieu of foreclosure of the Deed of Trust or Mortgage conditioned, however, upon Lessee's receipt of a recordable agreement from such new owner recognizing the Lease and Lessee's rights under this Agreement and the Lease, including (i) subject to the exercise by Lessor or Lienholder of any rights and remedies available to Lessor under the Lease in the event of Lessee's default, Lessee shall not be disturbed in Lessee's possession and shall not be named or joined in any action or proceeding by Lienholder or Lienholder's assigns and (ii) Lessee's purchase rights, if any, under the Lease shall be given full force and effect and upon the exercise thereof, provided the

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

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 poplicable, 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 cont or reduction in rent, to which Lessee may be entitled under the terms of the Lease.
- 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, Lie holder 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 potices 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.

EXECUTED:	April 27, 2006.
By: Wake: Paticle McCormack Executive Director	LIENHOLDER: UBS Real Estate Investments Inc. By: Name: Brad Cohen Title: Executive Director
Copy Copy	LESSOR: Novigroiler/Blue Island Scontral, LLC By: The Nevograder Companies, Inc., its Man By: Name: George Novograder Title: Fresident
	By: William D. Clugsten Title: Senior Director, Real Estate Legal

Date: April 5, 2006

The foregoing instrument was acknowledged before me on the day of depth authorized capacity on behalf of said corporation. [SEAL] ANAMARIA COMPRES Notary Public in and for the State of Said corporation. [SEAL] AMANDAS HAMILTON Late County My Commission Express January 22, 2012 The STATE OF S COUNTY OF The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County The STATE OF S COUNTY OF The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County S The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County S The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County S The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County S The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County S The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County S The foregoing instrument was acknowledged before pae on the 35 day of the State of Maria County The foregoing instrument was acknowledged before pae on the 35 day of Maria County The foregoing instrument was acknowledged before pae on the 35 day of Maria County The foregoing instrument was acknowledged before pae on the 35 day of Maria County The foregoing instrument was acknowledged before pae on the 35 day of Maria County The foregoing instrument was acknowledged before pae on the 35 day	THE STATE OF TEXAS §
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THE STATE OF INCIDAL S COUNTY OF LAKE The foregoing instrument was acknowledged before me on the 7th day of Incident of Management of Management of Management of Said corporation. [SEAL] AMANDAS HAMILTON Lake County My Commission Expires January 22, 2012 THE STATE OF My S COUNTY OF My S COUNTY OF My S The foregoing instrument was acknowledged before me on the 35 day of Management of Said corporation. THE STATE OF MY S COUNTY OF My S COUNTY OF My S The foregoing instrument was acknowledged before me on the 35 day of Management of Said corporation. SEAL J. Seal Said Management of January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of Management of January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of January 22, 2012	The foregoing instrument was acknowledged before me on the day of 2006, by William D. Clugsten, Senior Director, Real Estate Legal, RadioShack Corporation, in his authorized capacity on behalf of said corporation.
The foregoing instrument was acknowledged before me on the 7th day of AMANDAS. HAMILTON Lake County My Commission Expires January 22, 2012 THE STATE OF S COUNTY OF MS The foregoing instrument was acknowledged before me on the 35 day of Manual M	Notary Rublic in and for
The foregoing instrument was acknowledged before me on the 7th day of Manual 1206, by SOUR NOTOWARD ON the Corporation. [SEAL] AMANDAS. HAMILTON Lake County My Commission Expires January 22, 2012 The STATE OF S COUNTY OF S COUNTY OF S The foregoing instrument was acknowledged before me on the 25 day of AMAL 12012, by AMALA MANUAL AND AMALA AND COUNTY OF STATE OF S	THE STATE OF INDIANA §
COUNTY OF My South Manual And S. HAMILTON Lake County My Commission Expires January 22, 2012 The foregoing instrument was acknowledged before me on the 35 day of Mark My	COUNTY OF LAKE §
[SEAL] AMANDA S. HAMILTON Lake County My Commission Expires January 22, 2012 THE STATE OF S COUNTY OF The foregoing instrument was acknowledged before me on the 25 day of ANYL 2016, by ANYLA MUNICIPAL And Angle Conference The Inc., on behalf of June Conference [SEAL]	Physical State of Said North Charles, on behalf of said
The foregoing instrument was acknowledged before me on the 25 day of April 2016, by Mall Milliand Band Collection the Nell Milliand Holling Corporation Estate Investments Inc., on behalf of stid corporation [SEAL]	[SEAL] AMANDA S. HAMILTON Lake County My Commission Expires Notary Public in and for
INTEL DULLETOR + EXEL WIRLETON COST Real ESTATE Investments Inc., on behalf of spid corpfation flesh	1, 1 8
[SEAL]	The lyll Wellter + gill Willet of grafige lead Estate Investments Inc., on behalf of grid cognification
the State of	Notary Public in and for

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SARAH S. GOCHBERG
Notary Public, State of New York
No 01G06059332
Certified in New York County
Commission Expires May 29, 20

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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 ¼ of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clark's Office