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Doc#: 0617039061 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/19/2006 02:24 PM Pg: 1 of 4

**This Document Prepared By
and After Recording Return to:**
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203 North LaSalle Street - Suite 1800
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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 18th day of May, 2006, between CHICAGO HOUSING AUTHORITY, hereinafter called "Ground Lessor", and CITIBANK, FSB, hereinafter called "Tenant".

WITNESSETH:

(A) Tenant has entered into a certain lease dated February 22, 2006 (the "Citibank Lease") 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) The Premises is encumbered by that certain Ground Lease dated as of September 1, 2004, and recorded September 10, 2004 as Document No. 0425441027 (the "Ground Lease"), 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 acknowledge, it is hereby agreed as follows:

1. Said Citibank Lease is and shall be subject and subordinate to the Ground Lease, and to all renewals, modifications, consolidations, replacements and extensions thereof, subject to the other provisions hereof.

2. Tenant agrees that it shall attorn to and recognize Ground Lessor, or any successor in interest to Ground Lessor under the Ground Lease, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of said Citibank Lease upon the same terms and conditions set forth in said Citibank Lease.

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

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3. In the event that it should become necessary for Ground Lessor to terminate the Ground Lease and take a fee and leasehold interest in the Premises, Ground Lessor thereunder will recognize Tenant's interest in the Citibank Lease, and shall not disturb such interest or terminate said Citibank 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 Citibank Lease beyond any applicable cure period (and then only in accordance with the terms of the Citibank Lease).


4. In the event that Ground Lessor shall succeed to the interest of Landlord under such Citibank Lease, Ground Lessor shall not be:

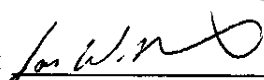
- (a) liable for any act or omission of any prior landlord (including Landlord), except to the extent of any on-going breach of the Landlord's obligations continuing after the date upon which Ground Lessor succeeds to the interest of Landlord and provided Tenant has notified Ground Lessor of the same and afforded Ground Lessor the same opportunity to cure as that provided to Landlord in the Citibank 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 breach of the Landlord's obligations occurring after the date upon which Ground Lessor succeeds to the interest of Landlord and provided Tenant has notified Ground Lessor of the same and afforded Ground Lessor 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 Citibank Lease made without its consent.

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

**GROUND LESSOR:
CHICAGO HOUSING AUTHORITY**

**TENANT
CITIBANK, FSB**

BY: 
 NAME: Terry Peterson
 ITS: CEO
 DATE: 6/7/06

BY: 
 NAME: James W. Means
 ITS: Vice President
 DATE: 5/15/06

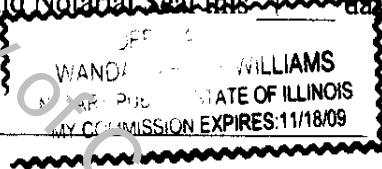
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Wanda Carter-Williams

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Terry Peterson, a CEO of CHICAGO HOUSING AUTHORITY personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such _____ 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 9th day of June, 2006.



My Commission Expires: _____

[Signature]

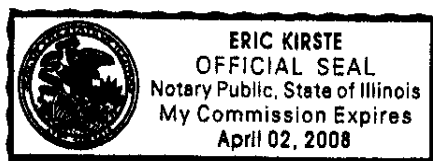
Notary Public

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 a 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 18 day of May, 2006.

My Commission Expires: 4/2/2008



[Signature]

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 3.15 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, Chicago, Illinois

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