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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/26/2020 02:21 PM PG: 1 OF 6

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CCH19048246 DG

1 of 1

DOCUMENT COVER SHEET

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Prepared By and Mail To:

Riemer & Braunstein LLP
100 Cambridge Street
Boston, Massachusetts 02114
Attention: Kevin J. Lyons, Esq.

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT, dated this 23rd day of December 2019, between Citizens Bank, hereinafter called "Mortgagee," and DSW Shoe Warehouse, Inc., hereinafter called "Tenant."

WITNESSETH:

(A) Tenant has entered into a certain lease dated December 30, 1994, as amended and assigned, with Inland Point at Clark LLC, a Delaware limited liability company (successor-in-interest to Point At Clark Street LLC), hereinafter called "Landlord," covering Premises in a certain building known as The Point at Clark Street and located at 3131 North Clark Street Chicago, Illinois; and

(B) Mortgagee has agreed to make a mortgage loan of \$179,000,000.00 (the "Mortgage") to the Landlord 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 insofar as it affects the real property of which the demised Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions therefor, to the full extent of the principal sum secured thereby and interest thereon.

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.

3. In the event that it should become necessary to foreclose the Mortgage, Mortgagee thereunder will not 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.

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); or
- (b) liable for the return of any security deposit, unless such Mortgagee shall have received such security deposits; or
- (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

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- (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 least made without its consent.

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RECORDER OF DEEDS

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IN WITNESS WHEREOF, the parties hereto have duly executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

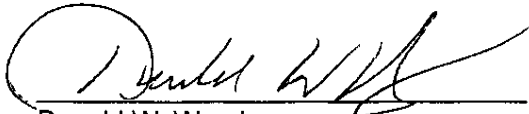
MORTGAGEE:

WITNESS/ATTEST:

CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association



(Assistant) Secretary

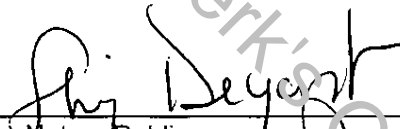
By: 

Name: Donald W. Woods
Title: Senior Vice President

STATE OF Ohio
COUNTY OF Cuyahoga

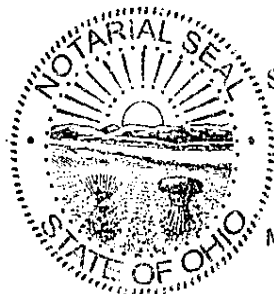
The undersigned, a Notary Public in and for the said County, in the state aforesaid, DO HEREBY CERTIFY that Donald W. Woods, the Senior Vice President of Citizens Bank, National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of December, 2019.



Notary Public

My Commission Expires:

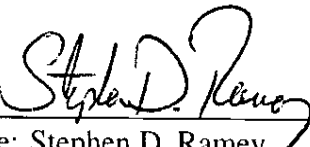


SHIRLEY DEYAMPERT
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 8/4/2021

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TENANT:

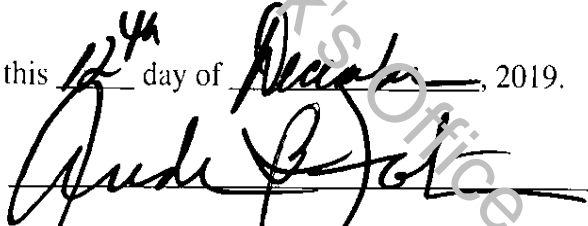
**DSW SHOE WAREHOUSE, INC., a
Missouri corporation**

By: 
Name: Stephen D. Ramey
Title: Vice President, Real Estate and Store Construction

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Stephen D. Ramey, the Vice President, Real Estate and Store Construction of DSW Shoe Warehouse, Inc., a Missouri corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of December, 2019.


Notary Public



~~My Commission Expires~~ Andrea B Foster
Notary Public
In and For the State of Ohio
Certificate # 2019-RE-763478
My Commission Expires
01 February 2024

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LEGAL DESCRIPTION

LOTS 1 AND 2 IN BLOCK 1 IN GEHRKE AND BRAUCKMANN'S SUBDIVISION OF BLOCK 1 (EXCEPT THE 4.28 ACRES IN THE NORTH PART OF SAID BLOCK AND WEST OF GREEN BAY ROAD) IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

TOGETHER WITH

THOSE PARTS OF LOTS 3, 4, 5 AND 6 IN THE RESUBDIVISION OF LOT 3 IN BLOCK 1 IN GEHRKE AND BRAUCKMANN'S SUBDIVISION OF OUT LOT 1 OF CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 4.28 ACRES OF THAT PART OF SAID OUTLOT WHICH LIES WEST OF GREENBAY ROAD), ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 26, 1915, AS DOCUMENT NUMBER 5567522, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 26.00 FEET NORTH FROM THE SOUTH LINE (AND SAID SOUTH LINE EXTENDED WEST) OF SAID RESUBDIVISION OF LOT 3, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3131 North Clark Street, Chicago, IL 60657

Permanent Index Numbers: 14-29-205-008-0000, 14-29-205-009-0000, 14-29-205-011-0000, 14-29-205-012-0000, 14-29-205-013-0000, 14-29-205-014-0000, 14-29-205-016-0000, 14-29-205-017-0000

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