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PREPARED BY: SHARON FABIAN  
U.S. Equities  
840 N. Michigan Ave., Chgo., IL 60611/

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT,  
made this 27 day of August, 1985, between ~~THE PRUDENTIAL SAVINGS BANK,~~  
~~a Delaware corporation ("Mortgagee"),~~ and WINTHROP SECURITIES CO., INC.  
("Tenant"). \*THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation,

### RECITALS

A. By that certain Lease Agreement dated May 20, 1985 and all amendments, attachments and exhibits thereto (collectively, the "Lease"), by and between Financial Place Corporation, as agent for the beneficiary of American National Bank and Trust Company of Chicago, Trust No. 37320 ("Landlord") and Tenant, Tenant has leased the premises described on Exhibit "A" attached hereto and made a part hereof (the "Leased Premises").

B. To evidence a loan (the "Loan") made by Mortgagee to Landlord, Landlord executed the Note dated the 30th day of September, 1983 payable to the order of Mortgagee in the full amount of the Loan (the "Note") and to secure the Note, Landlord executed and delivered to Mortgagee, that certain Mortgage conveying the Leased Premises, which Mortgage was recorded in the Office of the Recorder of Deeds of Chicago, Illinois on the 4th day of October, 1983 as Document Number 26807064 (the "Mortgage").

C. As a condition to the initial disbursement of a part of the proceeds of the Loan, Mortgagee requires that the interest of Tenant in, and to the Leased Premises and the Lease be subordinate to the lien of the Mortgage, provided that upon Tenant's performance of all the terms, covenants, conditions and agreements required of Tenant pursuant to the Lease, Tenant's possession shall not be disturbed.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Mortgagee and Tenant each to the other, the receipt of which is hereby acknowledged, and the mutual covenants, agreements and promises herein contained, IT IS HEREBY AGREED AS FOLLOWS:

1. Tenant agrees that the Lease is and shall continue hereafter to be subject and subordinate to the lien of the Mortgage, subject, however, to the provisions of this Agreement.

2. In the event that Mortgagee, its successors, assigns, nominees or any other party claiming by, through or under Mortgagee (collectively, "Successors") shall come into possession of the Leased Premises by Foreclosure or Deed in Lieu of Foreclosure and Tenant is not then in default with respect to any covenants or conditions of the Lease to be performed by Tenant (beyond any grace period set forth in the Lease for curing such default provided that the required notice of any such default has been delivered to Tenant in accordance with the provisions of the Lease), Tenant shall, following the date that Mortgagee or Successors shall come into possession of the Leased Premises, peaceably hold and enjoy the Leased Premises for the remainder of the unexpired term of the Lease, including any extensions thereof, which possession shall be without hindrance or interruption; PROVIDED, HOWEVER, that in the event of the payment of insurance proceeds by reason of casualty or any sum by reason of condemnation or the threat of condemnation, such proceeds or sums shall be applied in the manner provided by the terms and conditions of the Mortgage.

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3. Mortgagee agrees that Tenant shall not be joined as a party-defendant in any action or proceeding which may be instituted or taken by Mortgagee by reason of any default in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

4. Tenant agrees that in the event Mortgagee or Successors shall succeed to the rights of Landlord pursuant to the Lease:

(a) Tenant will attorn to Mortgagee or Successors, and will perform, for the benefit of Mortgagee or Successors, all of the terms, covenants and conditions contained in the Lease to be kept and performed by it, and will, at the request of any such party, execute and deliver a written agreement of attornment;

(b) Mortgagee or Successors succeeding to the right of Landlord pursuant to the Lease shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord); or

(ii) bound by any prepayment of Adjusted Monthly Base Rent or Additional Rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord) except as provided in the Lease.

5. The term "Mortgagee" shall be deemed to mean the holder of the Mortgage from time to time, or as the same may be assigned, and the term "Mortgage" shall be deemed to mean the Mortgage originally held by Mortgagee, as the same may be renewed, modified, replaced, extended or consolidated with mortgages placed on the Leased Premises dated subsequent to the date of the Lease.

6. This Agreement and the covenants, conditions and promises herein contained, shall insure to the benefit of and be binding upon Mortgagee and Tenant, their respective successors, assigns, grantees and legal representatives.

7. Any and all notices required or agreed to be given pursuant hereto shall be sufficient if in writing and mailed by United States Certified or Registered Mail, postage prepaid, addressed to Mortgagee and Tenant as follows:

If to Mortgagee, at One Tower Square, Hartford, Connecticut 06115, Attention: Real Estate Investment Department, with copies to the Regional Director, Urban Investment Department of the Travelers Insurance Company, 2211 York Road, Suite 311, Oak Brook, Illinois 60521, Republic Realty Mortgage Corporation, 111 West Washington Street, Chicago, Illinois 60602, Attention: Jerome R. Prassas; Malato & Stein, P.C., 77 West Washington Street, Chicago, Illinois 60602, Attention: Stephen A. Malato, Sr.; and Landlord to the attention of Robert A. Wislow, U.S. Equities Realty, Inc., 840 North Michigan Avenue, Suite 600, Chicago, Illinois 60611 with a copy to the attention of Richard A. Heise, Financial Place Corporation, One Financial Place, 440 South LaSalle Street, Chicago, Illinois 60605.

If to Tenant, at 260 Franklin Street, Boston, Massachusetts 02110, Attention: Mary Lentz, with copies to Edmund Stephan, Jr. at 200 West Madison, Chicago, Illinois 60606 if prior to Lease term commencement and, if subsequent to Lease term commencement, at One Financial Place, 440 South LaSalle Street, Chicago, Illinois 60605, Attention: Edmund Stephan, Jr., with a copy to 260 Franklin Street, Boston, Massachusetts 02110, Attention: Mary Lentz; and Landlord to the attention of Robert A. Wislow, U.S. Equities Realty, Inc., 840 North Michigan Avenue, Suite 600, Chicago, Illinois 60611 with a copy to the attention of Richard A. Heise, Financial Place Corporation, One Financial Place, 440 South LaSalle Street, Chicago, Illinois 60605.

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All notices shall be deemed to have been received as set forth in accordance with the notice provision of the Lease.

IN WITNESS WHEREOF, Mortgagee and Tenant have caused this Agreement to be executed by their respective corporate seals affixed hereto, as of the day and year first above written.

**MORTGAGEE:**

~~THE TRAVELERS COMPANY, a Delaware corporation~~

By \_\_\_\_\_  
Its \_\_\_\_\_ President

ATTEST:

By \_\_\_\_\_  
Its \_\_\_\_\_ Secretary

**TENANT:**

**WINTHROP SECURITIES CO., INC.**

By *S. Wojciechowski*  
Its Principal  
Steven P. Wojciechowski

ATTEST:

By *Jonathan W. Wexler*  
Its Assistant Clerk  
Jonathan W. Wexler

**MORTGAGEE:**

THE TRAVELERS INSURANCE COMPANY,  
a Connecticut corporation, pursuant  
to an Assignment and Acceptance  
dated July 23, 1984.

ATTEST:

By *V. Blaine Lenz*  
V. Blaine Lenz  
Its: Assistant Secretary


By *John C. McIlroy*  
John C. McIlroy  
Its: Regional Director

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STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_, a Notary Public, in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ President of THE PROSPECT COMPANY, and \_\_\_\_\_, \_\_\_\_\_ Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF Massachusetts )  
COUNTY OF Suffolk ) SS

I, Richard J. Adams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Steven P. Wojciechowski, Principal of Winthrop Securities Co., Inc. and Jonathan W. Wexler, Assistant Clerk of said Winthrop Securities Co., Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Steven P. Wojciechowski and Jonathan W. Wexler, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 of August, 1985.

\_\_\_\_\_  
Notary Public

My Commission Expires: 10/25/85

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STATE OF ILLINOIS)

) ss City of Oak Brook

COUNTY OF DU PAGE)

Before me, a Notary Public in and for said County and State, on this day, personally appeared John C. Molloy and V. Blaine Lenz to me known to be the identical persons who subscribed the name of The Travelers Insurance Company to the foregoing instrument as its Regional Director and Assistant Secretary, who, being by me duly sworn, did state that they are the Regional Director and Assistant Secretary of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by them on behalf of said corporation by authority of its Board of Directors, and said Regional Director and Assistant Secretary acknowledged to me that they executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation.

Given under my hand and seal of office this 7th day of October, 1985.

  
NOTARY PUBLIC

Sue Ann M. Ryckeghem

My Commission Expires: December 27, 1988 For the State of Illinois,  
residing in Kane County.

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Exhibit A  
(Winthrop Securities Co., Inc.)

## THE LEASED PREMISES

The Leased Premises comprise 13,884 leasable square feet located on the 35th floor of the Office Building (as hereafter defined), and any additional leasable square feet added from time to time to the Leased Premises wherever such additional leasable square feet may be located within the Office Building.

The Office Building is that certain office building located in the complex of buildings known as One Financial Place and located at 440 South LaSalle Street, Chicago, Illinois 60605, which is more particularly described in Exhibit B attached hereto and made a part hereof.

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Exhibit B

## ONE FINANCIAL PLACE

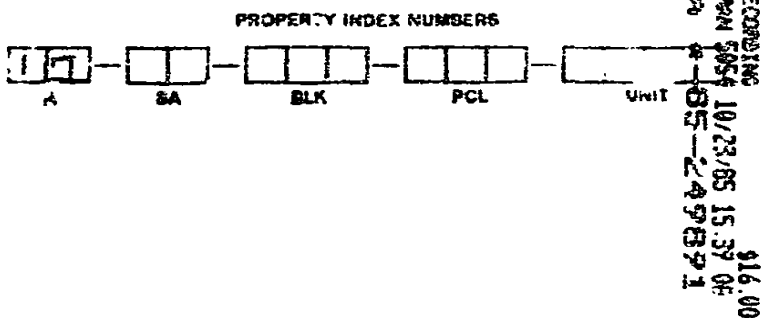
Chicago, Illinois

### LEGAL DESCRIPTION

That part of Peter Temple's Subdivision of Block 99, and that part of the Subdivision of Block 114 (taken as a tract, including vacated alleys) all in the School Section Addition to Chicago, in the Northeast 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of Lot 3 in the aforesaid Subdivision of Block 114; thence South 0 degrees 00 minutes 23 seconds East (along the East line of Lots 3, 4, 9, 10 and 15 in said Subdivision of Block 114) a distance of 232.32 feet to the point of beginning of the tract herein described; thence South 0 degrees 00 minutes 23 seconds East (along the East line of Lots 15, 16, 21 and 22 in said Subdivision of Block 114) a distance of 133.22 feet to a point on the East line of Lot 22 which is 31.98 feet Northerly of the Southeast corner of said lot; thence South 39 degrees 55 minutes 58 seconds West, a distance of 215.15 feet to a point on the West line of Lot 24 in Peter Temple's Subdivision of Block 99 which is 31.18 feet Northerly of the Southwest corner of said lot; thence North 0 degrees 01 minutes 21 seconds West (along the West line of Lots 24, 19, 18 and 13 in the aforesaid Peter Temple's Subdivision of Block 99) a distance of 134.17 feet to a point on the West line of Lot 13 which is 232.32 feet Southerly of the Northwest corner of Lot 1 in the aforesaid Peter Temple's Subdivision; thence South 89 degrees 48 minutes 43 seconds East (along a line drawn parallel with the North line of Lot 3 in said Subdivision of Block 114 and also parallel with the North line of Lot 1 in the aforesaid Peter Temple's Subdivision of Block 99) a distance of 215.19 feet to the hereinabove described point of beginning, in Cook County, Illinois.

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That part of Peter Temple's Subdivision of Block 99, that part of the Subdivision of Block 114, that part of George Merrill's Subdivision of Block 100, and that part of T.G. Wright's Subdivision of Block 113 (taken as a Tract, including vacated alleys) all in the School Section Addition to Chicago, in the Northeast 1/4 of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian described as follows: Beginning at a point on the East line of Lot 22 in the subdivision of Block 114 which is 31.98 feet northerly of the Southeast corner thereof; thence South 0 degrees 00 minutes 23 seconds East 31.98 feet to the Southeast corner of said Lot 22; thence South 39 degrees 51 minutes 16 seconds East, along the North line of Lot 1 in T.G. Wright's Subdivision of Block 113, a distance of 0.14 feet to the Northeast corner of said Lot; thence South 0 degrees 05 minutes 33 seconds West, along the East line of Lots 1 and 6 in the aforesaid T.G. Wright's Subdivision of Block 113, a distance of 94.83 feet; thence South 89 degrees 55 minutes 40 seconds West, a distance of 210.30 feet to a point on the West line of Lot 23 in George Merrill's Subdivision of Block 100 which is 95.63 feet Southerly of the Northwest corner of Lot 24 in said subdivision; thence North 0 degrees 02 minutes 20 seconds West, along the West lines of the aforesaid Lots 23 and 24, a distance of 95.63 feet to the Northwest corner of said Lot 24 in George Merrill's Subdivision of Block 100; thence North 89 degrees 51 minutes 16 seconds West, along the South line of Lot 24 in Peter Temple's Subdivision of Block 99, a distance of 4.77 feet to the Southwest corner of said Lot; thence North 0 degrees 01 minutes 21 seconds West along the West line of the aforesaid Lot 24, a distance of 31.18 feet; thence North 89 degrees 55 minutes 58 seconds East, a distance of 215.15 feet to the hereinabove described point of beginning; portions of the foregoing being subject to an easement for a superhighway granted to the City of Chicago, recorded January 25, 1950 as Document No. 14721965; and also subject to a subway easement granted to the City of Chicago, recorded June 28, 1946 as Document No. 1381289; in Cook County, Illinois.



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