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This document prepared by and when recorded return to:  
Hopkins & Sutter (DHN), 208 South  
LaSalle, Chicago, IL 60604  
Box 9

SUBORDINATION, ATTORNMENT  
AND NON-DISTURBANCE AGREEMENT

86531127

THIS AGREEMENT is made and entered into this 4th day of November, 1986, by and among Dawson's Handy Andy Home Improvement Centers, Inc. ("Tenant"), and the City of Burbank, Illinois, Pittsburgh National Bank and the Chase Manhattan Bank, N.A., not individually, but solely as Trustee, (collectively, "Mortgagee").

RECITALS

Tenant has executed a lease (the "Lease") dated July 1, 1986, with Homeowners Warehouse, Inc. ("Landlord") respecting the property in Cook County, Illinois described on Exhibit A attached hereto and incorporated herein (the "Premises"), which property is subject to the mortgage dated September 15, 1984 (the "Mortgage") held by Mortgagee.

Tenant and Mortgagee desire to establish certain rights, safeguards, obligations and priorities with respect to their respective interests in the Premises as hereinafter set forth.

THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth, and other valuable considerations, receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant agree as follows:

1. The Lease shall be subject and subordinate to the lien of the Mortgage and to all terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

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2. Provided no Event of Default (as defined in the Lease) exists:

(a) Tenant's right of possession, use and quiet enjoyment of the Premises under the Lease shall not be disturbed by Mortgagee in the exercise of any of its rights under the Mortgage, the note secured thereby or any other security instruments in connection therewith;

(b) If Mortgagee or any other person acquires title to the Premises, or any part thereof, pursuant to the exercise of any remedy provided for in the Mortgage or any related security instruments: (i) the Lease shall not be terminated or affected by such acquisition or any proceeding in connection therewith, and Mortgagee covenants that any sale of the Premises by it pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder; and (ii) Tenant covenants and agrees to attorn to Mortgagee or such person as landlord under the Lease and the Lease shall continue in full force and effect as a direct lease between Tenant and Mortgagee or such other person upon all terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall the Mortgagee or such person be:

- (A) Bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance; or
- (B) Bound by any amendment or modification of the Lease made without the consent of Mortgagee.

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3. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto. However, Tenant agrees to execute and deliver to Mortgagee or to any person to whom Tenant herein agrees to attorn such other instrument as Mortgagee shall reasonably request in order to effectuate said provisions.

4. Tenant certifies: (a) that a true, complete and accurate copy of the Lease (less certain voluminous exhibits thereto), together with a letter dated July 2, 1986 relating thereto, has been delivered to Mortgagee; (b) that there are no known defaults on the part of Landlord or Tenant under the Lease; (c) that the Lease has not been amended or modified (except as set forth in said letter), and (together with said letter) is a complete statement of the agreement of the parties thereto with respect to the leasing of the Premises; and (d) that the Lease (as modified by said letter) is in full force and effect.

5. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors and assigns.

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IN WITNESS WHEREOF, Mortgagee and Tenant have caused this Agreement to be executed and delivered as of the day and year first above written.

TENANT:

DAWSON'S HANDY ANDY HOME  
IMPROVEMENT CENTERS, INC.,  
a Delaware corporation

By: [Signature]

Its: Senior Vice President

Attest: [Signature]

Its: Employee

MORTGAGEE:

CITY OF BURBANK,  
a municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

PITTSBURGH NATIONAL BANK,  
a national banking  
association

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

THE CHASE MANHATTAN BANK,  
N.A., a national banking  
association, as trustee

By: [Signature]

Its: SECOND VICE PRESIDENT

Attest: [Signature]

Its: ASSISTANT SECRETARY

July 18, 1986

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IN WITNESS WHEREOF, Mortgagee and Tenant have caused this Agreement to be executed and delivered as of the day and year first above written.

TENANT:

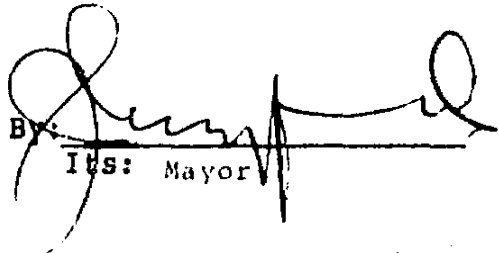
DAWSON'S HANDY ANDY HOME  
IMPROVEMENT CENTERS, INC.,  
a Delaware corporation

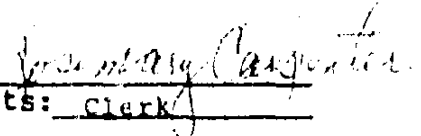
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

MORTGAGEE:

CITY OF BURBANK,  
a municipal corporation

By:  \_\_\_\_\_  
Its: Mayor

Attest:  \_\_\_\_\_  
Its: Clerk

PITTSBURGH NATIONAL BANK,  
a national banking  
association

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

THE CHASE MANHATTAN BANK,  
N.A., a national banking  
association, as Trustee

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

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3 3 1 1 2 7

IN WITNESS WHEREOF, Mortgagee and Tenant have caused this Agreement to be executed and delivered as of the day and year first above written.

TENANT:

DAWSON'S HANDY ANDY HOME  
IMPROVEMENT CENTERS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

MORTGAGEE:

CITY OF BURBANK,  
a municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

PITTSBURGH NATIONAL BANK,  
a national banking  
association

By: Julie M. P. Hannon  
Its: Commercial Bank of Pittsburgh

Attest: [Signature]  
Its: [Signature]

THE CHASE MANHATTAN BANK,  
N.A., a national banking  
association, as Trustee

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

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Lot 9 in Burbank Town Center Subdivision of part of the East  
the Southeast 1/4 of Section 28, Township 38 North, Range 1  
of the Third Principal Meridian, according to plat recorded  
1984 as Document 27,143,345.

19-28-401-050

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NOV 28 1988



Handwritten scribbles and initials, possibly "205" and "28".

DEPT-01 RECORDING  
#2772 # 4 \* 5-531  
#2772 TRAN 1572 11/10/86 18  
COOK COUNTY RECORDER

Exhibit "A"

