

# UNOFFICIAL COPY

8 6 6 2 5 4 J 4

RECORDING REQUESTED BY

*The Northwestern Mutual Life Insurance Company*

86625484

WHEN RECORDED MAIL TO

~~Barbara Kocian~~  
~~The Northwestern Mutual Life Insurance Company~~  
~~720 E. Wisconsin Ave.~~  
~~Milwaukee, WI 53202~~

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by Judith L. Perkins, Attorney, for The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Ave., Milwaukee, WI 53202.

SPECIFIC ASSIGNMENT, SUBORDINATION,  
NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Loan No. C-331134

THIS AGREEMENT is entered into as of December 17<sup>th</sup>, 1986, between LINCOLN DISTRIBUTION SERVICES, INC., an Illinois corporation, with an office located at 444 Lafayette Road, St. Paul MN 55101 ("Tenant"), AMERICAN NATIONAL BANK & TRUST OF CHICAGO, not personally but as Trustee under Trust Agreement dated October 14, 1986 and known as Trust No. 100292-05, with its principal place of business located at 33 North LaSalle, Chicago, Illinois ("Borrower"), and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, 720 East Wisconsin Avenue, Milwaukee, WI 53202 ("Lender").

RECITALS

A. Tenant is the lessee or successor to the lessee and Borrower is the lessor or successor to the lessor of a certain lease dated March 1, 1985, as amended by that certain lease amendment dated February 28, 1986 (the "Lease"), which Lease pertains to that certain warehouse building located at 7424 S. Mason Avenue, Bedford Park, Illinois.

B. Lender has made, or will make, to Borrower a mortgage loan to be secured by a Mortgage, Deed to Secure A Debt or Deed of Trust and Security Agreement from Borrower to Lender (the "Mortgage") on the fee title and/or leasehold interest in the property, wherein the premises covered by the Lease are located, as described in Exhibit A attached hereto.

C. Lender has required the execution of this Agreement by Borrower and Tenant as a condition to Lender making the requested mortgage loan.

D. Tenant acknowledges as its consideration for entering into this Agreement that Tenant will benefit by Lender making the requested mortgage loan to Borrower and the Tenant will benefit by entering into an agreement with Lender concerning their relationship in the event of foreclosure of the Mortgage by Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to make the requested mortgage loan, Tenant, Borrower, and Lender hereby agree and covenant as follows:

CRIC # 216720

86625484

NML

Box 15 1 PNY-NTS

# UNOFFICIAL COPY

8 6 6 2 5 4 3 4

1. Borrower does hereby grant, transfer, and assign to Lender the Lease and all rents and other sums payable under the Lease and any separate guarantees of the Lease or any obligations thereunder.

2. Until written demand is made by Lender to Tenant, all rents and other sums payable under the Lease shall be paid to Borrower.

3. Tenant and Borrower agree for the benefit of Lender that:

(a) Tenant shall not pay and Borrower shall not accept, any rent or additional rent more than one month in advance;

(b) Tenant and Borrower will not enter into any agreement for the cancellation, surrender, amendment or modification of the Lease without Lender's prior written consent, which consent will not be unreasonably withheld or delayed. Tenant will not terminate the Lease because of a default thereunder by Borrower unless Tenant shall have first given Lender notice and a reasonable opportunity to cure such default.

4. Tenant and Lender hereby agree that the Lease is and shall at all times be subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement.

5. Borrower, Tenant and Lender agree that unless Lender shall otherwise consent in writing, the fee title to, or any leasehold interest in, the property and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the union of said estates either in the Borrower or the Tenant or any third party by purchase, assignment or otherwise.

6. If the interests of Borrower in the property are acquired by Lender by foreclosure, deed in lieu of foreclosure or any other method:

(a) If Tenant shall not then be in default in the payment of rent or other sums due under the Lease or be otherwise in material default under the Lease (after the running of any applicable grace period), Lender agrees that the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease or this Agreement;

(b) Tenant agrees to attorn to Lender as its lessor; Tenant shall be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any renewal options which are exercised in accordance with the terms of the Lease;

(c) The interests so acquired shall not merge with any other interests of Lender in the property if such merger would result in the termination of the Lease;

(d) If, notwithstanding any other provisions of this Agreement, the acquisition by Lender of the interests of Borrower in the property results, in whole or part, in the termination of the Lease, there shall be deemed to have been created a lease between Lender and Tenant on the same terms and conditions as the Lease for the remainder of the term of the Lease, with renewal options, if any.

86625484

# UNOFFICIAL COPY

8 6 6 2 5 4 J J

The provisions of this paragraph shall be effective and self-operative immediately upon Lender succeeding to the interests of Borrower without the execution of any other instrument.

7. If the interests of Borrower in the property are acquired by Lender by foreclosure, deed in lieu of foreclosure or any other method, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's acquisition of the interests of Borrower in the property, have the same remedies against Lender for the breach of the Lease that Tenant would have had under the Lease against Borrower if Lender had not succeeded to the interests of Borrower; provided however, that Lender shall not be:

- (a) liable for any act or omission of any landlord (including Borrower) prior to the date of Lender's acquisition of the interests of Borrower in the property; or
- (b) subject to any offsets or defenses which Tenant might have against any landlord (including Borrower) prior to the date of Lender's acquisition of the interests of Borrower in the property; or
- (c) liable for the return of any security deposit under the Lease unless such security deposit shall have been actually deposited with Lender.

8. This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns. Upon recorded satisfaction of the Mortgage this Agreement shall become null and void and be of no further effect.



# UNOFFICIAL COPY

8 6 6 2 5 4 3 4

STATE OF IL )  
 ) ss.  
COUNTY OF Cook )  
LORETTA M. SOVIENSKI

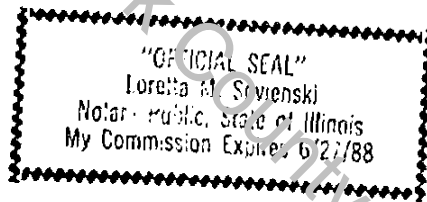
I, \_\_\_\_\_ a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT L. MICHAEL WIELAN Assistant Vice President of AMERICAN NATIONAL BANK & TRUST OF CHICAGO, and SUZANNE G. BAKER Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

DEC 15 1986

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Loretta M. Soviensi  
Notary Public

My commission expires:



86625484

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MILWAUKEE )

The foregoing instrument was acknowledged before me this 18th day of December, 1986, by Susan Koleas, Attorney-in-fact ~~President~~ and Kathleen S. Warner, Attorney-in-Fact ~~Secretary~~ of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, on behalf of the corporation.

Janice J. Strauss  
Janice J. Strauss, Notary Public

My commission expires: 7/31/88

# UNOFFICIAL COPY

8 6 6 2 5 4 3 4

86-625484

## EXHIBIT A - LEGAL DESCRIPTION

That part of the North half of Section 29, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at a point in the South line of West 73rd Street (being a line 1373.0 feet, measured perpendicularly, South of and parallel with the North line of Section 29, aforesaid), 2455.398 feet West of the East line of the North East Quarter of Section 29 aforesaid; thence due South 775.143 feet to the point of beginning of the land herein described; thence continue due South 343.0 feet to a point in a line 190.0 feet North of and parallel with the South line of the North half of Section 29, aforesaid; thence North 89 Degrees 53 Minutes 20 Seconds West along said parallel line 579.25 feet to its intersection with a curved line, convex Southeasterly and having a radius of 368.765 feet; thence Northeasterly along said curve 420.92 feet to a point of tangency with a line perpendicular to the South line of West 73rd Street (hereinbefore described) and passing through a point in said South line 2829.398 feet West of the East line of the North East quarter of Section 29 aforesaid; thence due North along said perpendicular line 6385 feet to a line 2148.143 feet due South of and parallel with the North line of Section 29 aforesaid; thence North 9 Degrees 55 Minutes 34 Seconds East 20.304 feet; thence due East 26.50 feet; thence due South 20.0 feet to a line 2148.143 feet due South of the North line of Section 29 aforesaid; thence due East along said line 334.0 feet to the point of beginning, in Cook County, Illinois.

Permanent Tax Numbers: 19-29-100-038 <sup>DAO</sup> mil  
19-29-200-031

Volume: 190

Property Address: 7424 S. Mason Ave.  
Bedford Park, IL

DEPT-01

740002 RAM 0457 12/30/86 12:31:00  
#6655 # C \* -86-625484  
COOK COUNTY RECORDER

86625484 \$15.00

1500