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71-17-005 02

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 11th day of July, 1987 by and between House of Anthony, Ltd. ("Tenant"), and PHOENIX MUTUAL LIFE INSURANCE COMPANY, a specially chartered Connecticut corporation ("Mortgagee").

R E C I T A L S:

\$18.00

A) LaSalle National Bank, not personally but solely as Trustee under a Trust Agreement dated April 24, 1959 and known as Trust No. 22847 (the "Trust"), has executed and delivered or concurrently herewith will execute and deliver to Mortgagee, a Mortgage (the "Mortgage") dated July 9, 1987 encumbering the Real Estate (hereinafter defined) to secure an indebtedness in the principal amount of Three Million and No/100 Dollars (\$3,000,000). The Mortgage is recorded in the Cook County, Illinois Recorder of Deeds Office on July 29, 1987 as Document No. 87415596.

B) Tenant has entered into a lease agreement (the "Lease") dated June 1, 1986 with the Trust and/or its beneficiaries (the landlord under the Lease being referred to hereinafter as "Landlord"), pursuant to which Tenant leased a portion of the shopping center commonly known as Lynn Plaza in Wheeling, Illinois. The real estate comprising said shopping center is legally described in Exhibit A attached hereto and made a part hereof (the "Real Estate"). The Lease is for an initial term of five (5) years with an option retained by Tenant to extend said initial term for additional term(s) of () years per term.

C) Mortgagee, as a condition to making a mortgage loan on the Real Estate has required the execution of this Agreement.

This instrument was prepared by and after recording should be returned to:
David B. Berzon, Esq.
Greenberger, Krauss & Jacobs, Chartered
180 N. LaSalle Street, Suite 2700
Chicago, Illinois 60601

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NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon the Real Estate and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant covenants that the lease agreement(s) described in Exhibit B attached hereto is (are) all of the documents governing the tenancy of Tenant with respect to the Real Estate (including all amendments or modifications thereof), and Tenant hereby agrees not to amend or modify the Lease without the prior written consent of Mortgagee.

2. Tenant hereby represents, warrants, covenants and confirms that:

(a) the execution and delivery hereof have been duly authorized by Tenant and such execution and delivery shall cause Tenant to be bound hereby.

(b) the Lease is in full force and effect and no default exists thereunder nor does any circumstance exist which, with the passage of time, the giving of notice, or both, would constitute a default under the Lease;

(c) no rents have been prepaid except as provided by the Lease nor does Tenant now have or hold any claim against Landlord that might be setoff or credited against Landlord or which might be setoff or credited against future accruing rents or any other sums due from Tenant to Landlord under the Lease;

(d) Tenant has received no notice of a prior sale, transfer, assignment, hypothecation, or pledge of the Lease or of the rents secured therein; and

(e) all other representations, warranties and agreements contained in the Tenant Estoppel Statement made concurrently herewith by Tenant to Mortgagee are binding upon Tenant and in full force and effect.

3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity which Tenant may have as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default (the "Notice of Landlord's Default") specifying the nature thereof, the section of the Lease under which same arise and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee thirty (30) days following receipt of such Notice of Landlord's Default to cure

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the same, provided, however, that, if such Landlord's Default is not readily curable with such thirty (30) day period, Tenant shall give Mortgagee up to ninety (90) additional days to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the applicable time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof. Notwithstanding any provisions hereof to the contrary, Mortgagee shall have not less than the same time periods to cure a Landlord's Default as the time periods given to Landlord under the Lease to cure such Default.

4. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications, amendments, consolidations, replacements, and extensions for or of the Mortgage, to the full extent of all principal, interest and all other amounts secured thereby.

5. In the event that Mortgagee elects to foreclose the Mortgage, Mortgagee will not join Tenant as a party defendant in any foreclosure proceedings as long as Tenant has not amended the Lease without the prior written consent of Mortgagee and is not in default under any of the covenants, provisions or conditions of the Lease or this Agreement.

6. In the event that Mortgagee, as a result of foreclosure or a deed or other transfer in lieu of foreclosure, succeeds to the interest of Landlord under the Lease, Mortgagee agrees to be bound to Tenant under all of the covenants, provisions and conditions of the Lease (except to the extent that the Lease has been modified without Mortgagee's written consent), and Tenant agrees, from and after such event, to attorn to Mortgagee, any purchaser at any foreclosure sale of the Real Estate, or both, all rights and obligations of Mortgagee (as successor to Landlord) and Tenant under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and Tenant shall have the same rights as contained in the Lease (except to the extent that the Lease has been modified without Mortgagee's prior written consent); provided, however, that Mortgagee shall not be:

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

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord);

(c) bound by any rent or additional rent which the

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Tenant might have paid for more than the current month to any prior landlord (including Landlord);

(d) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to Mortgagee by Landlord; or

(e) bound by any amendment or modification of the Lease made without its consent subsequent to the date hereof.

7. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given either when personally delivered or two business days subsequent to the date when mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Tenant:

House of Anthony, Ltd.

542 B West Dundee Road

Wheeling, Illinois 60090

With a copy to:

To Mortgagee:

Phoenix Mutual Life Insurance
Company
One American Row
Hartford, Connecticut 06115
Attn: Real Estate Investments

With a copy to:

Greenberger, Krauss & Jacobs,
Chartered
Suite 2700
180 N. LaSalle Street
Chicago, IL 60601
Attn: David Glickstein, Esq.

Either party, at any time and from time to time (by providing notice to the other party in the manner set forth above), may designate a different address or person, or both, to whom such notices may be sent; provided, however, that such notice of change shall not be deemed given until actually received by the appropriate recipient.

8. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein as a basis for Mortgagee

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making the loan secured by the Mortgage and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the premises demised to Tenant under the Lease.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, who are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

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

Tenant:

House of Anthony, Ltd.

By: 

Title: President

Mortgagee:

PHOENIX MUTUAL LIFE INSURANCE
COMPANY, a specially chartered
Connecticut corporation

By: 

Title: Vice President

COOK COUNTY, ILLINOIS
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ALBERT A. PETERS, a Notary Public in and for said County in the State aforesaid, do hereby certify that ANTHONY GAGLIARDI, a OFFICER of HOUSE OF ANTHONY

partnership/corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary acts and as the free and voluntary act of said partnership/corporation, for the uses and purposes set forth therein set forth.

Given under my hand and notarial seal on 7/11, 1987.

Albert A. Peters

Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB 11, 1990
ISSUED THRU ILL. NOTARY ASSOC.

My Commission Expires: _____

STATE OF CONNECTICUT)
) SS
COUNTY OF Hartford)

I, Josephine A. Melusky, a Notary Public in and for said County in the State aforesaid, do hereby certify that John A. Donaghue, a Vice President of Phoenix Mutual Life Insurance Company, a specially chartered Connecticut corporation, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on August 18, 1987.

Josephine A. Melusky
Notary Public

My Commission Expires: JOSEPHINE A. MELUSKY

MY COMMISSION EXPIRES MARCH 31, 1990

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EXHIBIT A

Legal Description Of The Real Estate

LOT 1 IN DOMINICK DI MATTEO JR. RESUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 6 IN OWNER'S DIVISION OF BUFFALO CREEK FARMS (DOCUMENT 9195285), A SUBDIVISION IN SECTION 2, SECTION 3, SECTION 4, SECTION 5, AND SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS):

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 AND THE EASTERLY LINE OF MC HENRY ROAD, ALSO BEING THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 120.28 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 00 SECONDS EAST 125.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 125.0 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 04 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE 120.02 FEET TO THE EASTERLY LINE OF MC HENRY ROAD, ALSO BEING THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 47 DEGREES 34 MINUTES 00 SECONDS WEST 6.74 FEET TO THE POINT OF BEGINNING.

PIN # 03-03-400-048-0000
524-600 W. Dundee Road ^{HH}
Wheeling, Illinois 60090

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STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
JANUARY 1, 1997

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EXHIBIT B

Description of the Lease Agreements

(1) Lease dated June 1, 1986.

No Other Agreements

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