

13-411

87530928

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This AGREEMENT, made and entered into as of this 21 day of July, 1987, by and between METROPOLITAN LIFE INSURANCE COMPANY, a New York Corporation, whose address is One Madison Avenue, New York, New York 10010 (hereinafter referred to as "Mortgagee") and DUFF & PHELPS, INC., an Illinois corporation, with offices at 55 East Monroe Street, Chicago, Illinois (hereinafter referred to as "Tenant").

W I T N E S S E T H:

WHEREAS, by a certain lease dated June 15, 1987 (hereinafter referred to as the "Lease"), whereby Tenant leased a certain premises situated on the Mezzanine, 35th, 36th, and 38th Floors of the Building located at 55 East Monroe Street ("Building") in the City of Chicago, County of Cook, State of Illinois from TISHMAN SPEYER PROPERTIES, as Agent for Landlord (hereinafter referred to as "Landlord"); and

WHEREAS, the Building constitutes part of the real estate legally described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, Mortgagee is the holder of a certain Note dated September 1, 1971 in the original principal amount of \$55,000,000, which Note is secured by the First Mortgage recorded as Document No. 21 645 020 in the County Records in Cook County, Illinois; and

WHEREAS, Mortgagee is also the holder of a certain Note dated August 2, 1974, in the original principal amount of \$11,000,000, secured by the Second Mortgage recorded as Document No. 22 802 518 in the County Records of Cook County, Illinois and modified by Mortgage Modification Agreement recorded as Document No. 23 067 801; and

WHEREAS, Tenant and Mortgagee desire to enter into this Agreement pursuant to Section 36 of the Rider to the Lease.

NOW, THEREFORE, for an in consideration of the mutual promises contained herein, Mortgagee and Tenant agree as follows:

1. Tenant hereby subordinates all of its right, title and interest in the leasehold estate created by the Lease in and to the above described real estate, to the liens of the First Mortgage and Second Mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, up to and including an aggregate First Mortgage and Second Mortgage indebtedness of \$66,000,000.00.

This instrument prepared by:  
David Arnborg  
Gould & Ratner  
222 N. LaSalle St., 9th Fl.  
Chicago, IL 60601  
After recording return to:  
Edward E. Wicks  
Althamer & Gray  
333 W. Wacker Dr., Suite 2600  
Chicago, IL 60606



Property Address:  
55 East Monroe Street  
Chicago, IL 60603  
PIN: 17-15-103-001-0000  
17-15-103-002-0000  
17-15-103-003-0000  
17-15-103-008-8002

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2. Mortgagee agrees that it will, and it does hereby recognize said Lease and all rights of Tenant thereunder shall remain in full force and effect, provided Tenant is not in default beyond applicable notice and grace periods in the payment of rent nor any other covenant or condition of the Lease, subject to the terms and conditions of the Lease and that Tenant's rights thereunder will not be interfered with, disturbed or diminished by Mortgagee, notwithstanding any default in the payment or performance of said Mortgages and notwithstanding the institution, prosecution or completion of any foreclosure proceedings with respect thereto, and Mortgagee will not join Tenant as a defendant in any action or proceeding for the purpose of, or having the effect of, terminating, diminishing or modifying Tenant's interest and estate under said Lease by reason of any defaults by Landlord under the Mortgages above mentioned.

3. In the event that Mortgagee or its nominee becomes the owner of said premises either by reason of a foreclosure sale or otherwise, then:

(a) Tenant agrees to be bound to Mortgagee or its nominee under all of the terms or covenants and conditions of said Lease for the balance of the term thereof with the same force and effect as if Mortgagee or its nominee were the named Landlord under said Lease. Tenant hereby agrees to attorn to Mortgagee or its nominee as its Landlord, said attornment to become self-executing immediately upon the acquisition of title to the mortgaged property by Mortgagee or its nominee; provided, however, that Tenant shall first have received written notice from Mortgagee or its nominee of its acquisition of title to said real estate.

(b) Mortgagee agrees that it or its nominee will be bound to Tenant under all of the terms, covenants, and conditions of said Lease; provided however, that Mortgagee or its nominee shall not be: (i) liable for any act or omission of any prior Landlord; (ii) bound by any rent that Tenant may have paid in advance to any prior Landlord other than for the current month, nor for the return of any security deposits unless such deposits have actually been paid over to Mortgagee; (iii) bound by any amendment or modification of the Lease without the written consent of Mortgagee; (iv) liable from and after the date upon which Mortgagee or its nominee assigns its interest in the above-described real estate other than for claims against such Mortgagee or its nominee arising under such Lease which shall have accrued prior to such assignment of interest or (v) liable for Landlord's financial obligations under Sections 33 and 41 of the Rider to the Lease or under the Workletter attached to the Lease.

4. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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IN WITNESS THEREOF, the parties have executed this Agreement the day and year first above written.

Attest

By: Thomas E. Ward  
THOMAS E. WARD ASSISTANT SECRETARY

METROPOLITAN LIFE INSURANCE COMPANY

By: Gerald F. Darren *TDW*  
Its GERALD F. DARREN ASSISTANT VICE-PRESIDENT

By: Francis E. Jeffries  
Francis E. Jeffries  
President

DUFF & PHELPS, INC.

By: William J. Lynch  
Its W. J. Lynch  
and Secretary

Property of Cook County Clerk's Office

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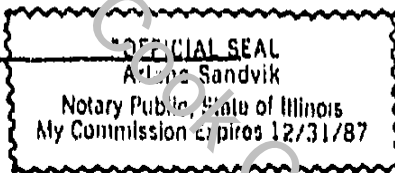
STATE OF ILLINOIS)  
COUNTY OF ~~COOK~~ <sup>DUPAGE</sup> } SS

I, ARLENE SANDVIK, a Notary Public in and for <sup>DUPAGE</sup> ~~COOK~~ County in the State aforesaid, do hereby certify that GERALD F. BARKER, <sup>DUPAGE</sup> ~~COOK~~ Assistant Vice President of METROPOLITAN INSURANCE COMPANY, a New York corporation, and THOMAS E. WARD, ~~Assistant~~ Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts 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 24, 1987.

Arlene Sandvik  
Notary Public

My Commission Expires:



County Clerk's Office

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF C O O K )

I, Valley L. Brown, a Notary Public in and for said County in the State aforesaid, do hereby certify that Francis E. Jeffries, a President of DUFF & PHELPS, INC. an Illinois corporation, and Michael J. Wyvill, Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts 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 July 27, 1967

Valley L. Brown  
Notary Public

My Commission Expires: 10/1/67

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EXHIBIT NO 7 5 3 0 9 2 8

## PARCEL 1:

Leasehold Estate created by a certain Indenture of Lease made by The University of Chicago, a not for profit corporation of Illinois, as Trustee under Deed in Trust dated May 4, 1916 and recorded June 6, 1916 as Document No. 5882434, creating the Eli B. Williams and Harriet B. Williams Memorial Fund and The University of Chicago, a not for profit corporation of Illinois, to Chicago Title and Trust Company, Trustee under Trust Agreement dated May 4, 1966 and known as Land Trust No. 49367, dated May 18, 1966 and recorded May 23, 1966 as Document No. 19834980, and amended by Amendment dated July 15, 1968 and Amendment to Lease dated February 6, 1973 and recorded February 27, 1973 as Document No. 22233163, and amended by Amendment to Lease dated November 29, 1977 and recorded July 28, 1978 as Document No. 24557609, demising and leasing for a term of years beginning September 1, 1968 and ending August 31, 2067, the following described premises, to-wit: Parcels 1A and 1B.

### Parcel 1A:

*Lot 2 17-15-103-001 C A D Lm*  
*Lot 3 17-15-103-001*

Lots 2 and 3 in Block 4 in Fractional Section 15, Addition to Chicago, in Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

### Parcel 1B:

The North 54 feet of Lot 6 in Block 4 in Fractional Section 15, Addition to Chicago, in Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

*Lot 6 17-15-103-002 C A D Lm*

## PARCEL 2:

Leasehold Estate created by that certain Indenture of Lease made by The Baptist Theological Union, located at Chicago, an Illinois corporation, to Chicago Title and Trust Company, an Illinois corporation, Trustee under Trust Agreement dated May 4, 1966 and known as Trust No. 49367, dated May 18, 1966 and recorded May 23, 1966 as Document No. 19,834,981 and amended by Amendment dated July 15, 1968 and Amendment to Lease dated February 6, 1973 and recorded February 27, 1973 as Document No. 22,233,162 and amended by Amendment dated November 29, 1977 and recorded July 28, 1978 as Document No. 24557610, demising and leasing for a term of years beginning September 1, 1968 and ending August 31, 2067, the following described premises: Parcel 2A.

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Parcel 2A:

The South half of Lot 7 and Sub-Lots 1, 2, 3, 4 and 5 of Assessor's Division of Lot 10 in Block 4 in Fractional Section 15, Addition to Chicago, in Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

*Lot 7*

*17-15-103-009*

*Lot 10 17-15-103-007*

*CAO Ln*

PARCEL 3:

Leasehold Estate created by a certain Indenture of Lease and Addendum thereto made by Harris Trust and Savings Bank, an Illinois corporation, successor by merger to Chicago National Bank, a national banking association, Trustee under Trust Agreement dated October 2, 1950 and known as Trust No. 9484, to Chicago Title and Trust Company, an Illinois corporation, as Trustee under Trust Agreement dated May 4, 1966 and known as Trust No. 49367, dated May 1, 1969 and recorded December 30, 1969 as Document No. 21046254; and a memorandum of which was recorded June 6, 1969 as Document No. 20863206; and the Addendum to Lease having been recorded as Document No. 20863207; and the Addendum Number 2 to Lease having been recorded as Document No. 21047587, and the Addendum Number 3 to Lease having been recorded as Document No. 22233164; demising and leasing for a term of years beginning May 1, 1969 and ending August 31, 2067, the following described premises: Parcel 3A.

Parcel 3A:

The North half of Lot 7 and that part of Lot 6 lying South of the North 54 feet thereof (except the East 9 feet of said Lots) in Block 4 in Fractional Section 15, Addition to Chicago, in Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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DEPT-01 \$17.40  
T#0003 TRAN 9473 00/29/87 12:28:00  
#8684 # C \*-87-530928  
COOK COUNTY RECORDER

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*17.00  
11/14/80*