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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

\$18.00

THIS AGREEMENT, made and entered into as of the 12th day of August, 1987, by and between CROWN LIFE INSURANCE COMPANY ("Lender"); METROPOLITAN BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated November 28, 1986 and known as Trust Number 1643 (Lessor"); and Treasure Island Foods, Inc. an Illinois corporation ("Lessee").

WITNESSETH:

WHEREAS, by Lease by and between Lessor and Lessee, dated January 1, 1987 ("Lease"), Lessee has leased certain space within a building located upon land situated in the City of Chicago, County of Cook and State of Illinois, more particularly described in Exhibit "A" attached hereto and hereby made a part hereof (said land and building being herein called the "Premises"), which Premises, and the Lessor's interest under which Lease, are now owned by Lessor; and

WHEREAS, Lender is the proposed holder of a note to be secured by a Mortgage upon the Premises in favor of Lender dated August 14, 1987 and recorded August 28, 1987 with the Recorder of Deeds of Cook County as Document No. 27475035 (the "Mortgage"); and

WHEREAS, Lender has required the execution of this Agreement as a condition to making such Loan; and

WHEREAS, Lender, Lessor and Lessee have agreed to the following with respect to their mutual rights and obligations pursuant to and under the Lease and the Mortgage.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the making of the Loan and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Lessee's interest in the Lease, and all rights of Lessee thereunder, shall be and hereby are declared to be subject and subordinate to the Mortgage, subject to the provisions of Paragraph 2 hereof. The term "Mortgage", as used herein, shall include the Mortgage and any and all amendments, supplements, modifications, renewals, or replacements thereto, thereof or therefor.

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MSR 781180/45471

2. Lender does hereby agree that the rights of lessee under the Lease shall remain in full force and effect and its possession of the Premises thereunder shall remain undisturbed during the term of the Lease, and during any renewal or extension thereof in accordance with its terms; provided Lessee shall have performed and shall continue to perform all of the covenants and conditions of the Lease to be by it performed and shall not be in default thereunder. However, Lender shall not be liable for any default by Lessor under the Lease.

3. After the receipt by Lessee of notice from Lender of completion of a foreclosure under the Mortgage or the Lender has received a conveyance of the Premises in lieu of foreclosure, Lessee will attorn to and recognize Lender, its successors and assigns, or any other purchaser at the foreclosure sale, as its substitute Lessor under the Lease, and, having thus attorned, Lessee's possession of the space covered by the Lease shall not thereafter be disturbed during the term of the Lease, or during any renewal or extension thereof in accordance with its terms, providing and as long as Lessee shall continue to pay the rental provided under the Lease in the manner provided therein and otherwise to observe and perform the covenants, terms and conditions of the Lease to be observed and performed by Lessee thereunder in all material respects. The parties shall execute and deliver, upon request, appropriate agreements of attornment and recognition, but this Agreement shall be deemed to be self-operative, and no such separate agreements shall be required to effectuate the foregoing attornment and recognition. Any such attornment and recognition of a substitute Lessor shall be upon all of the terms, covenants, conditions and agreements as are set forth in the Lease.

4. In the event that Lender or any other person, party, or entity becomes the owner of the Premises as a result of a foreclosure sale under the Mortgage or a conveyance in lieu of foreclosure, Lessee shall have no claim against Lender or any such other person, party or entity resulting from, and neither Lender nor any such other person, party or entity shall be liable for any act or omission of, and/or breach of the Lease by, any prior lessor under the Lease, including but not limited to Lessor; and the rights of Lender or any such other person, party or entity in and to the Premises and in, to and under the Lease shall not be subject to any right of set-off or defense which Lessee may have against any prior lessor under the Lease, including but not limited to Lessor.

5. Notwithstanding anything to the contrary herein set forth, in the event that Lender or any other person, party or entity becomes the owner of the Premises as a result of a foreclosure sale

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under the Mortgage or a conveyance in lieu of foreclosure, the Lender shall not be bound by any provision of the Lease relating to the application of insurance proceeds in the event of a casualty loss. Instead, the Lender shall have the option either to use said proceeds to restore the Premises or to terminate the Lease and retain all such proceeds as its own.

6. Each party hereto shall be entitled to specific performance of the covenants, agreements and rights contained in this Agreement. It is the express intent of all parties hereto that all remedies provided at law or in equity, including the right to specific performance as herein provided, shall be cumulative.

7. This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by all of the parties hereto.

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

9. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lender: Crown Life Insurance Company
120 Bloor Street East
Toronto, Canada M4W 1B8

If to Lessor: c/o Mr. William Allen
3640 North Broadway
Chicago, Illinois 60657

If to Lessee: Mr. Christ Kamberos
3460 North Broadway
Chicago, Illinois 60657

Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party hereto as above provided at least ten (10) days prior to the effective date of said change.

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10. This Agreement is executed by METROPOLITAN BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated November 28, 1986 and known as Trust No. 1643 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by METROPOLITAN BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against METROPOLITAN BANK AND TRUST COMPANY OF CHICAGO by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

IN WITNESS WHEREOF, This Agreement has been duly executed as of the day and year first above written.

(Corporate Seal)

CROWN LIFE INSURANCE COMPANY

LENDER:

By: *R. Brooke Lill*
Its: R. BROOKE LILL ASSISTANT VICE PRESIDENT
MORTGAGE INVESTMENTS

D. T. Potts — Senior Manager, Mortgage Investments

METROPOLITAN BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated November 28, 1986 and known as Trust Number 1643

LESSOR:

By: METROPOLITAN BANK & TRUST CO.
Its: TRUST DEPT.

DOCUMENTS EXECUTED BY ATTACHED RIDER

Attest: _____
Its: _____

TREASURE ISLAND FOODS, INC., an Illinois corporation

LESSEE:

By: *Chas. H. Souther*
Its: PRESIDENT

Attest: _____
Its: _____

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6/17/2019

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Rider attached to SUBORDINATION AGREEMENT (Crown Life Insurance Company - \$1,800,000.00)

Dated August 14th, 1987

This instrument is executed by METROPOLITAN BANK AND TRUST COMPANY, not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said METROPOLITAN BANK AND TRUST COMPANY in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said METROPOLITAN BANK AND TRUST COMPANY either in its individual corporate capacity, or as said Trustee, to collect, receive, secure or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part or all of the property or funds at any time subject to said Trust Agreement.

not individually, but as Trustee
under Trust No. 1643

By: Abraham Kritzer
Senior Vice President

ATTEST: John C. Lanaro
Assistant

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STATE OF ILLINOIS)

COUNTY OF COOK)

)SS.

)

I, Cheryl Brueckmann
a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, that Abraham Kritzer

Senior Vice President of METROPOLITAN BANK AND TRUST COMPANY
and John C. Lanaro

Assistant V.P. of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Wice-President and Assistant, respectively, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant V.P. did also then and there acknowledge that he, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of August, 19 87

Cheryl Brueckmann
Notary Public

My commission expires January 9th, 1989

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Page 1 of 1

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MSR 781180/45471

STATE OF Illinois)
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christ Kambere, as President of TREASURE ISLAND FOODS, INC. and ~~as Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary of said Corporation, 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 therein set forth; and ~~said Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.~~

GIVEN under my hand and notarial seal this 14th day of August, 1987.

[Signature]
Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 OCT 19 PM 3:25

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THIS INSTRUMENT WAS PREPARED BY:

+ MAIL TO
Mark S. Richmond
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

(312) 807-3800

KRW File No. 4213.045

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EXHIBIT "A"

THAT PART OF LOTS 1, 2, 3, 4, 5 AND 6 OF COLEHOUR'S SUBDIVISION OF PART OF BLOCK 14 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND LOTS 33 TO 37 IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF LOT 1 THENCE WESTERLY ALONG THE NORTH LINE THEREOF TO A POINT WHICH IS 145 FEET EASTERLY OF THE NORTH WEST CORNER OF SAID LOT; THENCE SOUTH ALONG A LINE WHICH IS 145 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF LOTS 1, 2 AND 3 TO A POINT ON THE SOUTH LINE OF THE NORTH 27.6 FEET OF LOT 3; THENCE WESTERLY ALONG SAID LAST DESCRIBED LINE TO THE WEST LINE OF LOT 3; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 3 AND 4 TO THE NORTH LINE OF LOT 5; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 5 TO A POINT 38.5 FEET EASTERLY OF THE WEST LINE OF LOT 5; THENCE SOUTHERLY ON A LINE 38.5 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF LOTS 5 AND 6 TO THE SOUTH LINE OF LOT 6; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 6 TO THE SOUTH EAST CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF LOTS 6, 5, 4, 3, 2 AND 1 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 3460 North Broadway
Chicago, Illinois

Permanent Index Number: 14-21-304-011-1,2,3
14-21-304-012-1,2
14-21-304-032-1,5,6

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EXHIBIT "B"

LEASE MODIFICATIONS

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