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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

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THIS AGREEMENT, made and entered into as of the 17th day of March, 1987, between MICHIGAN SPORTING GOODS DISTRIBUTORS, INC. ("Lessee"), and THE FIDELTY MUTUAL LIFE INSURANCE COMPANY ("Lender").

W I T N E S S E T H:

WHEREAS, by Lease by and between Gary Solomon & Company, as agents for the beneficiaries of American National Bank T/U/T #59135 ("Lessor") and Lessee, dated April 8, 1986 ("Lease"). Lessee has leased certain space within a building located upon land situated in the City of Schaumburg 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 (the "Mortgage"); and

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

WHEREAS, Lessee has agreed to the following pursuant to and under the Lease.

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:

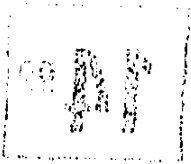
1. Lessee's interest in the Lease, and all rights of Lessee thereunder, shall be and hereby are declared to be subject and subordinate to the Mortgage. The term "Mortgage", as used herein, shall include the Mortgage and any and all amendments, supplements, modifications, renewals, or replacements thereto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

2. 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.

3. 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 this 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.

4. So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of any rentals or in the performance of any of the terms, covenants, or conditions of the Lease, Lessee's possession of the Leased Premises and Lessee's rights and privileges under the Lease shall not

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