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SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT

MANAGEMENT COMPANY

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT made as of the 29th day of April, 1987, by and between LINDEN BRIST ASSOCIATES, LTD. (hereinafter "Landlord"), Eugene M. Goldberg, DDS (hereinafter "Tenant"), and ST. PAUL FEDERAL BANK FOR SAVINGS, a federal savings bank (hereinafter "Lender").

WITNESSETH:

WHEREAS, Landlord has conveyed certain real property described in Exhibit A attached hereto and by reference incorporated herein (the "Premises") by a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated of even date herewith (the "Mortgage") to the Lender to secure the payment of a promissory note dated of even date herewith in the amount of \$2,160,000.00 executed by Landlord, payable to the order of Lender (the "Note") upon terms and conditions as more fully set forth in the Note and Mortgage; and

WHEREAS, Landlord and Tenant have executed a certain Store Lease ("Lease") dated 8-13, 1985, by and between Landlord and Tenant, pursuant to which Tenant has leased the Premises for a term of years commencing on the lease commencement date as more fully defined in the Lease; and

WHEREAS, the Lease creates and recognizes certain rights, duties, obligations and covenants of Landlord and Tenant in the use of the Premises; and

WHEREAS, the Lease remains in full force and effect, unmodified and unamended, between the parties thereto in accordance with the terms and conditions therein provided; and

WHEREAS, Landlord, Tenant and Lender are willing to agree and covenant that the Lease shall be subject and subordinate to the Mortgage but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Mortgage made by the Landlord covering, or in the event Lender otherwise succeeds to Landlord's interest with respect to, any part of the Premises.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinabove and hereinafter contained, Landlord, Tenant and Lender agree as follows:

1. Landlord and Tenant certify that the Lease has been fully executed and is in full force and effect, and has not been modified or amended except as expressly set forth in the Recitals above. Tenant further certifies that Landlord is not in default under any of the terms of the Lease.

2. The Lease shall be and is hereby made subject and subordinate to the Mortgage and to all the terms, conditions

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and provisions thereof, and to all advances made or to be made thereunder, and all amounts secured thereby, and to any extensions, modifications, amendments or supplements thereto, all with the same force and effect as if the Mortgage (including all extensions, modifications, amendments or supplements thereto) had been executed, delivered and recorded prior to the execution and delivery of the Lease.

3. In the event Lender becomes mortgagee in possession of the Premises or a receiver for the Premises is appointed by any court of competent jurisdiction, then Tenant agrees to pay Lender or receiver, as the case may be, all rents subsequently payable under the Lease. Notice of the exercise of the Lender's or receiver's rights under this paragraph shall be provided in accordance with the provisions of paragraph 8 hereof. Further, in the event any proceedings are brought by Lender (a) to foreclose the Mortgage or any renewal, modification, consolidation, replacement or extension thereof, for any reason whatsoever or (b) to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and, provided the term of the Lease has commenced and the Tenant is not then in default in the payment of rent or in the performance of any of the terms, conditions or covenants of the Lease, Tenant, Landlord and Lender agree, that the Lease and any extension thereof shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between Lender and Tenant, with the same force and effect as if originally entered into with Lender; and Tenant's possession of the Premises and Tenant's rights and privileges under the Lease and any extension or extensions thereof shall not be diminished, interfered with or disturbed by Lender by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise; provided, however, that Lender shall not (a) be liable for any previous breach, act or omission of Landlord under the Lease, (b) be subject to any offset, defense or counterclaim which may have accrued or may thereafter accrue to Tenant against Landlord (but not against such Lender), (c) be bound by any prepayment of more than one month's rent, (d) be bound by any amendment or modification of the Lease made without Lender's written consent, (e) be bound by any notice given by Tenant to Landlord whether or not such notice is given pursuant to the terms of the Lease, (f) be liable to refund to Tenant or credit Tenant with the amount of any security or other payment or deposit (other than rent paid to Landlord for not more than the current month), unless such amount shall have been paid over by Landlord to Lender and shall have been specifically identified and accepted by Lender as a security or deposit fund.

4. In the event of any such foreclosure or succession to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and the resulting succession to the interests of Landlord by Lender or by any purchaser of said interests through foreclosure sale (which Lender or purchaser shall hereinafter be referred to as the "Successor Landlord"), Tenant shall attorn to and shall be bound to Successor Landlord under all of the terms in the Lease for

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the balance of the term plus any extension or extensions thereof without the execution of any further instrument on the part of the parties hereto.

5. Tenant agrees that it shall look solely to the Premises for recovery of any judgment or damages from Lender or any other Successor Landlord and neither Lender or any other Successor Landlord shall have any personal liability directly or indirectly under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times heretofore or hereafter and Tenant, and any person claiming by, through or under Tenant, hereby forever and irrevocably waives and releases any and all such personal liability.

6. Tenant agrees at any time and from time to time to execute, deliver and acknowledge to Landlord, to Lender or to any third party designated by Landlord or by Lender within 10 days following Landlord's or Lender's written request therefor, (a) a statement in writing certifying that the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Tenant alleges), that rent has not been prepaid more than one month in advance, and specifying any further information about the Lease or the Premises which Landlord or Lender or said third party may reasonably request, and (b) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Lease to any third party. Tenant understands that prospective purchasers, mortgagees or lessors of the Premises or any part thereof will rely on such certificates. Tenant's obligation to deliver such certificates within 10 days as described above is a material obligation of Tenant hereunder and under the Lease. Tenant will be liable to Landlord and to Lender for consequential damages they may suffer if Tenant fails to deliver such certificates in the manner described above.

7. Tenant agrees that it will give prompt written notice in the manner provided herein to the Lender of any casualty damage to the leased Premises and further agrees that it will give prompt written notice to the Lender of any default on the part of Landlord under the Lease, and Tenant further agrees that Lender shall be provided 30 days following such notice to cure such default prior to the exercise by Tenant of any of its rights under the Lease (or if the default is of such nature that it cannot be cured within such 30 day period such period shall be the time reasonably required to cure such default, provided that Lender commences to remedy such default within such 30 day period and proceeds with reasonable diligence thereafter to cure such default), it being agreed that the correction of any such default by Lender shall have the same effect and be treated as a correction by the Landlord.

8. No amendment, alteration, modification of or addition to this Agreement or the Lease shall be valid or binding unless expressed in writing, signed by the party or parties to be bound thereby and approved in writing by Lender.

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9. Whenever and wherever in the Lease, the Mortgage or in any proceedings involving the foreclosure or attempt to foreclose pursuant to the Mortgage, it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be in writing and be deemed to have been given or served three business days after being mailed, postage prepaid, by certified or registered mail or when delivered in person and addressed as follows:

To Landlord: LINDEN CREST ASSOCIATES, LTD.
135 South LaSalle Street
Suite 1206
Chicago, Illinois 60603

With a copy to: WILSON & STANIX
THREE FIRST NATIONAL PLAZA,
32nd Floor
Chicago, Illinois 60603
Att: HERN Shapiro

To Tenant: Dr. Eugene M. Goldberg D.D.S.
426 Linden Avenue
Wilmette, IL 60091

To Lender: St. Paul Federal Bank for Savings
6700 West North Avenue
Chicago, Illinois 60635
Attn: General Counsel
and Leonard P. Deering, Jr.

With a copy to: Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
Attn: John J. Gearen
Ivan P. Kane
Jodi Granda

or to such other addresses as may hereinafter be designated by any party by proper notice to the others.

10. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.

11. This Agreement shall remain in full force and effect until such time as the Mortgage is released of record.

12. The parties hereto agree that this Agreement may be recorded in the public records of Cook County, Illinois.

13. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

TENANT

ATTEST:

Eugene M. Goldberg, D.D.S.

By: _____
Name: _____
Title: _____

By: _____
Name: Eugene M. Goldberg, D.D.S.
Title: _____

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LANDLORD

LINDEN CREST ASSOCIATES, LTD. ^{PK HALL} LINDEN MANAGEMENT COMPANY

By: Gregory P. Matic
Name: Gregory P. Matic
Title: General Partner

LENDER

ST. PAUL FEDERAL BANK FOR SAVINGS

By: _____
Name: _____
Title: _____

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 APR 30 AM 13:26

This Instrument prepared by (after recording return to):

Jodi Granda
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
(312) 782-0600

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

TENANT

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LANDLORD

LINDEN CREST ASSOCIATES, LTD.

By: _____
Name: _____
Title: _____

LENDER

ST. PAUL FEDERAL BANK FOR SAVINGS

By: *Leonard P. Deering, Jr.*
Name: Leonard P. Deering, Jr.
Title: Vice President

This Instrument prepared by (after recording return to):

Jodi Granda
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
(312) 782-0600

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EXHIBIT A

Description of the Land

Lots 9 and 10 in Block 13 in Lake Shore Addition to Wilmette, being a Subdivision of the Southeasterly 160 acres of the North Section of Ouilmette Reservation in Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

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Property Index No.: 05-35-110-011-0000 CGO-All *ll*

Common Street Address: 500-16 Fifth Street & 424-30 Linden Avenue,
Wilmette, Illinois

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ST. PAUL ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

SS.

I, Sandra A. Hellinga, a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT Leonard P. Deering, Jr., personally known to me to be the Vice President of ST. PAUL FEDERAL BANK FOR SAVINGS, a federally chartered association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as Vice President of said association pursuant to authority given by the Board of Directors of said association as his free and voluntary act and deed of said association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21th day of April, 1987.

Sandra A. Hellinga
Notary Public



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STATE OF ILLINOIS
COUNTY OF COOK

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STATE OF ILLINOIS
COUNTY OF COOK
CLERK OF COURT

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Eugene M. Goldberg personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 29th day of April 1987

Commission expires

12/72 1990

Helen D. Shapiro
Notary Public



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CORPORATE ACKNOWLEDGEMENT

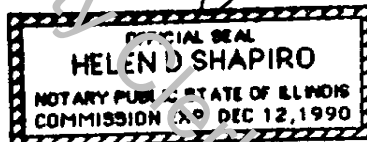
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Helena D. Shapiro, a Notary Public, do hereby certify that Gregory P. Matic, personally known to me to be the President of HigLinden Management Company, a _____ corporation, and _____, personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of April, 1987.

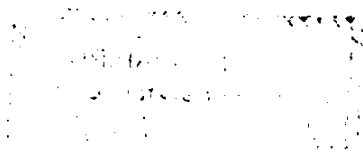
My commission expires: 12/12/90

Helena D. Shapiro
Notary Public



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