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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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THIS Agreement is made as of this 30th day of April, 1987, by and among THE FIRST NATIONAL BANK OF CHICAGO, a national banking association ("Mortgagee"), Pathway Financial, a federal association ("Tenant"), and American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated March 27, 1987 and known as Trust No. 102101-02 ("Landlord").

WITNESSETH:

A. Landlord is the owner of those certain premises commonly known as 100 North State Street, Chicago, Illinois, as more particularly described in Exhibit "A" attached hereto (the "Real Estate");

B. Mortgagee is now the owner and holder of a certain note (the "Note") dated August 5, 1982, as amended, and a mortgage (the "Mortgage") dated August 5, 1982, as amended, and recorded with the Recorder of Deeds of Cook County, Illinois;

C. The Mortgage constitutes a first lien upon the Real Estate and the improvements (the "Improvements") to be situated thereon (collectively, the "Property");

D. Under the terms of a certain Lease (the "Lease") dated of even date herewith, Landlord leased to Tenant a portion of the Improvements, as more particularly described in the Lease; and

WHEREAS, the parties hereto desire to establish additional rights of quiet and peaceful possession for the benefit of Tenant under the Lease and further to define the terms, covenants and conditions precedent for such additional rights;

NOW, THEREFORE, in consideration of the respective covenants made herein and of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. Subordination. The Lease is and at all times shall be subordinate to the Mortgage and to all renewals, modifications and amendments thereof and thereto.
2. No Amendment. Landlord and Tenant each agree not to amend or modify the lease without the prior written consent of Mortgagee.
3. Non-Disturbance. In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, and so long as Tenant is not in default under any of the terms, covenants and conditions

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of the Lease beyond any applicable grace or cure period, Mortgagee agrees on behalf of itself, its successors and assigns, and on behalf of any purchaser at such foreclosure ("Purchaser") that Tenant shall not be disturbed in the quiet and peaceful possession of the premises demised under the Lease.

4. Attornment. In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, Tenant shall attorn to Mortgagee or Purchaser and recognize Mortgagee or Purchaser as its landlord under the Lease, and Mortgagee or Purchaser shall recognize and accept Tenant as its tenant thereunder, whereupon the Lease shall continue, without further agreement, in full force and effect as a direct lease between Mortgagee or Purchaser and Tenant for the full term thereof, together with all extensions and renewals now provided thereunder, upon the same terms, covenants and conditions as therein provided, and Mortgagee or Purchaser shall thereafter assume and perform all of Landlord's obligations, as landlord under the Lease, with the same force and effect as if Mortgagee or Purchaser were originally named therein as landlord and Tenant shall thereafter make all rent payments directly to either Mortgagee or Purchaser, as the case may be, subject to limitations contained in paragraph 5 below.

5. Limitation of Liability. Notwithstanding anything to the contrary contained herein or in the Lease, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, the liability of Mortgagee, its successors and assigns, or Purchaser, as the case may be, shall be limited to its interest in the Property; provided, however, that Mortgagee, its successors and assigns, or Purchaser, as the case may be, shall in no event or to any extent be liable to Tenant for:
 - (a) any past act, omission or default on the part of the original or any prior landlord under the Lease and Tenant shall have no right to assert the same or any damages arising therefrom as an offset, defense or deficiency against Mortgagee;
 - (b) any prepayment of rent or deposit, rental security or any other sums deposited with the original or any prior landlord under the Lease and not delivered to Mortgagee;
 - (c) any amendment or modification of the Lease not consented to by Mortgagee; or
 - (d) any warranty or representation of Landlord relating to work performed by Landlord under the Lease.

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~~(e) construction or restoration of the Improvements or the portion thereof leased to Tenant.~~

6. Further Documents. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto. Tenant agrees, however, to execute and deliver to Mortgagee or to any person to whom Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to effectuate said provisions.
7. Lease. Tenant certifies that there are no defaults on the part of Tenant under the Lease and to the best of its knowledge, no defaults on the part of Landlord under the Lease; the Lease has not been amended and is a complete statement of the agreement of the parties thereto with respect to the letting of the demised premises, except for those amendments and agreements which have been delivered to Mortgagee; and all the agreements and provisions therein contained are in full force and effect on the date of this Agreement.
8. Notice and Cure. Tenant agrees that if there occurs a default by Landlord under the Lease:
- (a) A copy of each notice given to Landlord pursuant to the Lease shall also be given to Mortgagee, and no such notice shall be effective for any purpose under the Lease unless so given to Mortgagee; and
 - (b) If Landlord shall fail to cure any default within the time prescribed by the Lease, Tenant shall give further notice of such fact to Mortgagee. Mortgagee shall be allowed such additional time as may be reasonably necessary to cure such default or institute and complete foreclosure proceedings (or otherwise acquire title to the Improvements), and so long as Mortgagee shall be proceeding diligently to cure the defaults that are reasonably susceptible of cure or proceeding diligently to foreclose the Mortgage, no such default shall operate or permit Tenant to terminate the Lease (if such right otherwise exists).
9. Notices. All notices, demands and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given when personally served or if sent by U. S. registered or certified mail, postage prepaid, addressed as follows:

Mortgagee:

The First National Bank of Chicago
One First National Plaza - 1300
Chicago, Illinois 60670
Attention: Real Estate Department

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with a copy to:

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The First National Bank of Chicago
One First National Plaza, Suite 0801
Chicago, Illinois 60670
Attention: Law Department

Tenant:

Pathway Financial
100 North State Street
Chicago, Illinois

with a copy to:

Rudnick & Wolfe
30 N. LaSalle Street
Suite 2900
Chicago, Illinois 60602
Attention: William A. Zolla, Esq.

Landlord:

FJV Venture
c/o JMB Realty Corporation
Suite 3900
875 North Michigan Avenue
Chicago, Illinois 60611
Attention: Stuart C. Nathan

and

FJV Venture
c/o Lawrence F. Levy
Suite 400
980 North Michigan Avenue
Chicago, Illinois 60611

and

FJV Venture
c/o Metropolitan Structures
Suite 1200
111 East Wacker Drive
Chicago, Illinois 60601
Attention: Alan Levinson and
David M. Drew, Esq.

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10. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
11. Choice of Law. This Agreement shall be governed by the laws of the State of Illinois.
12. Signature by Land Trustee. This instrument is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under its Trust No. 102101-02, as aforesaid. All of the covenants and conditions to be performed hereunder by said Bank are undertaken by it only as Trustee, as aforesaid, and not individually and no personal liability shall be asserted or is enforceable against said Bank by reason of any of the covenants, statements, representations or warranties contained in the foregoing instrument.

WITNESS the due execution of this instrument by the parties hereto the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO
By: [Signature]
Its: Assistant Vice President

Attest: _____
Its: _____

PATHWAY FINANCIAL
By: [Signature]
Its: President

Attest: [Signature]
Its: Secretary

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally,
but as Trustee as aforesaid
By: [Signature]
Its: [Signature]

Attest: _____
Its: [Signature]

This instrument was prepared by:
Elizabeth K. McCloy
The First National Bank of Chicago
One First National Plaza/ Suite 4500
Chicago, Illinois 60603

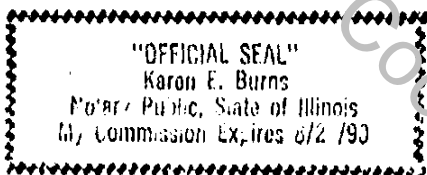
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Karon E. Burns, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John H. McFarlane, personally known to me to be the Second Vice President of American National Bank and personally known to me to be the Assistant Secretary/Trust Officer thereof, 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 Second Vice President and Assistant Secretary/Trust Officer, they signed and delivered such instrument and caused the corporate seal of such corporation to be affixed thereto, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 1987 day of _____, 1987.



Karon E. Burns
Notary Public

My Commission Expires: _____

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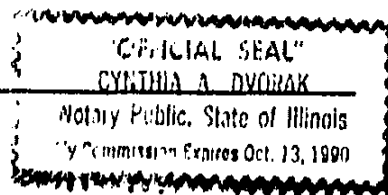
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Meridith Clement, personally known to me to be the Assistant Vice President of The First National Bank of Chicago 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 severally acknowledged that as such Assistant Vice President she signed and delivered such instrument as her free and voluntary act and deed, and as the free and voluntary act and deed of such association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of May, 1987.

Cynthia A. Dworak
Notary Public

My Commission Expires: _____



Notary of Cook County Clerk's Office

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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 Michael E. Stallings, the President of Prithwan Financial, a Federal corporation, and Richard E. Wolff, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, 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 the said Secretary then and there acknowledged that as custodian of the corporate seal of said corporation, he did affix said corporate seal 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 30th day of April, 1987.

[Signature]
Notary Public

My Commission Expires: September 13, 1988

Clerk's Office

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EXHIBIT 'A'

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LEGAL DESCRIPTION FOR 100 N. STATE STREET CHICAGO, ILLINOIS

PARCEL 1:

Lots 13 and 14 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

also

PARCEL 2:

A strip of land lying between the East line of the above described parcel and the West line of State Street as fixed by an act of the General Assembly approved March 3, 1845, as appears from plat thereof recorded January 26, 1872 in Book 1 of plats, page 20, in Cook County, Illinois.

PARCEL 3:

The East 1/2 of a 10 foot (private alley) strip lying West and adjoining Lots 13 and 14 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also known as the East 1/2 of a 10 foot strip of land reserved for alley described as the South 1/2 of the West 10 feet of the East 20 feet of Lot 7 in Block 37 in Original Town of Chicago in Cook County, Illinois.

17-09-451-018 Parcel 2

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H.M-O

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41451 & C. *-87-239400
COOK COUNTY RECORDER

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