

87277655

SUBORDINATION, ATTORNMENT
AND NONDISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT made as of the 11th day of May, 1987, by and between RICHARD O. WALSH (hereinafter "Landlord"), INTERFINANCIAL CORPORATION (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 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 Lease ("Lease") dated Nov. 7, 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 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,

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PROVISIONAL AGREEMENT
BANK OF AMERICA NATIONAL ASSOCIATION

THIS SUBORDINATED AGREEMENT AND MODIFICATION AGREEMENT made as of the 15th day of April, 1957, by and between WILFRED O. SMITH (hereinafter "Landlord") and ST. PAUL NATIONAL BANK FOR SAVINGS, a Federal Reserve Bank (hereinafter "Mortgagee")

WHEREAS, Landlord and Mortgagee have entered into a certain lease described in Exhibit A attached hereto and by reference incorporated herein, the leasehold interest therein being an Assignment of Lease and Leasehold Interest in Real Estate, Financial Guaranty Association, and the leasehold interest therein ("Mortgage") to the Mortgagee as security for the payment of a promissory note dated as above and to be secured by a certain leasehold interest in the order of Landlord (the "Mortgage") upon terms and conditions as more fully set forth in the note and Mortgage;

WHEREAS, Landlord and Mortgagee have entered into a certain lease ("Lease") as more fully set forth in Exhibit B attached hereto and incorporated herein, the leasehold interest therein being an Assignment of Lease and Leasehold Interest in Real Estate, Financial Guaranty Association, and the leasehold interest therein ("Mortgage") to the Mortgagee as security for the payment of a promissory note dated as above and to be secured by a certain leasehold interest in the order of Landlord (the "Mortgage") upon terms and conditions as more fully set forth in the note and Mortgage;

WHEREAS, the leasehold interest in the leasehold interest therein, rights, duties, obligations and liabilities of Landlord and Tenant in the use of the premises and

WHEREAS, the leasehold interest in the leasehold interest therein, unassigned and reserved by Landlord in the leasehold interest therein provided in accordance with the terms and conditions therein provided;

WHEREAS, Landlord and Mortgagee have entered into a certain lease and mortgage as more fully set forth in Exhibit C attached hereto and incorporated herein, the leasehold interest therein being an Assignment of Lease and Leasehold Interest in Real Estate, Financial Guaranty Association, and the leasehold interest therein ("Mortgage") to the Mortgagee as security for the payment of a promissory note dated as above and to be secured by a certain leasehold interest in the order of Landlord (the "Mortgage") upon terms and conditions as more fully set forth in the note and Mortgage;

WHEREAS, the leasehold interest in the leasehold interest therein, unassigned and reserved by Landlord in the leasehold interest therein provided in accordance with the terms and conditions therein provided;

WHEREAS, Landlord and Mortgagee have entered into a certain lease and mortgage as more fully set forth in Exhibit D attached hereto and incorporated herein, the leasehold interest therein being an Assignment of Lease and Leasehold Interest in Real Estate, Financial Guaranty Association, and the leasehold interest therein ("Mortgage") to the Mortgagee as security for the payment of a promissory note dated as above and to be secured by a certain leasehold interest in the order of Landlord (the "Mortgage") upon terms and conditions as more fully set forth in the note and Mortgage;

WHEREAS, the leasehold interest in the leasehold interest therein, unassigned and reserved by Landlord in the leasehold interest therein provided in accordance with the terms and conditions therein provided;

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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 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 or 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.

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: Richard O. Walsh
416 West Ontario Street
Chicago, Illinois 60610

With a copy to: BRIAN McCOLLAM
20 N. WACKER
CHICAGO, ILL. 60606

Att: _____

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tenant, hereby forever and irrevocably assigns and releases any and all personal liability...

6. Tenant agrees to pay the rent... within 10 days of the date... in full... in default... landlord which... provided... further information... landlord of... request... designed... assignment of... undertaken... lessors of the... each... obligation of... will be... damages they may... certificate in the...

7. Tenant agrees to pay... notice in the... casualty damage... that it will... details on the... further... following... exercise of... if the details... within such... responsibly... leader... period and... core each... any such... treated as a...

8. In addition to... binding... parties to... leader... 9. However... or in... to... or... party... deemed to... after being... registered... follows:

Chicago, Illinois 60611

APPROVED AND FORWARDED:
[Signature]
[Signature]

To Landlord:

With a copy for:

878111922

To Tenant: CFC CAPITAL CORPORATION, formerly known as
INTERFINANCIAL CORPORATION
200 W. Madison St., Suite 2210
Chicago, Illinois 60606

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

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

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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To Contact:

1111 North Dearborn Street
Chicago, Illinois 60610
Tel. (312) 424-1111

To Leader:

211 East Federal Bank for Savings
200 West Madison Avenue
Chicago, Illinois 60601
Attn: General Counsel
and Richard P. Hohl

With a copy for:

Mayer, Brown & Platt
100 South La Salle Street
Chicago, Illinois 60603
Attn: John J. Warner
Lynn A. Lane
Diana M. Mice

or to such other address as may hereinafter be designated by any party by proxy notice to the other.

10. The obligations and liabilities of the parties herein shall be binding upon and shall inure to the benefit of the parties herein, 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 parties in a written record.

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

13. This agreement may be amended in any number of counterparts and by each of the parties on separate counterparts, and each counterpart shall be deemed to be an original, but all 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

CFC CAPITAL CORPORATION, now known as
INTERFINANCIAL CORP.

ATTEST:

By: I. H. Levy

Name: I. H. Levy
Title: Asst. Secretary

By: David C. Jacobs

Name: David C. Jacobs
Title: Vice-President

LANDLORD

Richard O. Walsh
RICHARD O. WALSH

LENDER

ST. PAUL FEDERAL BANK FOR SAVINGS

By: Patrick J. Aghew

Name: Patrick J. Aghew
Title: Senior Vice President

This Instrument prepared
by (~~after recording~~
~~return to~~):

Diane E. Mitts, Esq.
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
(312) 782-0600

After recording mail to:
T. or Title Insurance Co.
69 W. Washington St.
Chicago, Ill. 60602
Attention: Brenda R. Montano
Room # 229132

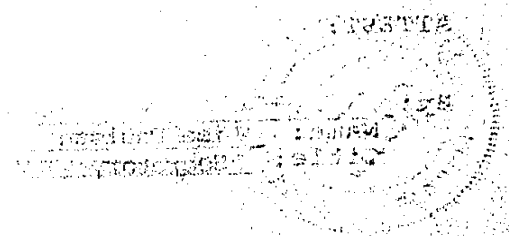
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

WITNESSES

BY _____



WITNESSES

WITNESSES

ST. PAUL FUND FOR SAVINGS

This instrument is acknowledged by (signature) (name)

Diane E. Miller, Esq.
Mayor, Brown & Black
180 South LaSalle Street
Chicago, Illinois 60604
(312) 782-0600

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2/18/18

ST. PAUL ACKNOWLEDGEMENT

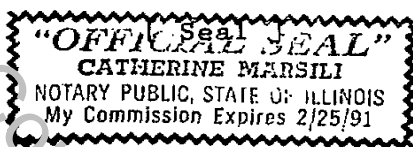
STATE OF ILLINOIS)
COUNTY OF COOK)

SS.

I, Catherine Marsili, a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT Patrick J. Agnew, personally known to me to be the Senior 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 Senior Vice President he signed and delivered the said instrument as Senior 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 14th day of May, 1987.

Catherine Marsili
Notary Public



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STATE OF ILLINOIS

STATE OF ILLINOIS

COUNTY OF COOK

IN SENATE,
January 11, 1911.
REPORT
OF THE
COMMISSIONERS OF THE
STATE OF ILLINOIS,
FOR THE YEAR
1910.
CHICAGO:
PUBLISHED BY THE
STATE OF ILLINOIS,
1911.

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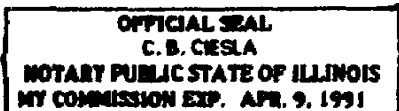
7 2 7 5 5
CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, C. B. Ciesla, a Notary Public, do hereby certify that David C. Jacobs, personally known to me to be the Vice- President of CFC CAPITAL CORP., an Illinois corporation, and T. H. Levy, personally known to me to be the Asst. 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 Vice- President and Assistant Secretary they signed and delivered the said instrument as Vice- President and Assistant 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 11th day of May, 1987

My commission expires: April 9, 1991



C. B. Ciesla
Notary Public
C. B. Ciesla

COOK County Clerk's Office

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE,
January 11, 1931.
REPORT
OF THE
COMMISSIONERS OF THE
STATE BOARD OF
MINE AND
INDUSTRIAL
HYGIENE,
FOR THE YEAR
1930.

OFFICIAL SEAL
C. B. CHESLA
COMMISSIONER
STATE OF ILLINOIS
JAN 11 1931

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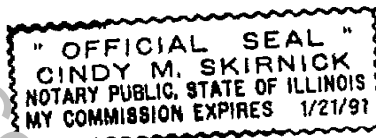
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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard O. Walsh 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 19
day of May 1987

Commission expires 1-21 1991
Cindy M. Skirnick
Notary Public



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EXHIBIT A

Description of the Land

Lots 8 through 22, inclusive, in Young's Subdivision of part of the Kingsbury Tract in the East 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-09-127-015 *Lot 8-9-10-11-12*
17-09-127-014 *Lot 13-14-15-16-17-18-19-20-21-22*

Common Street Address: *Dfd Sm*
400-436 West Ontario Street
Chicago, Illinois 60610

DEPT-01 \$19.00
T#0003 TRAN 5891 05/22/87 12:35:00
#6416 # C * -87-277655
COOK COUNTY RECORDER

-87-277655

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