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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (this "Agreement") is made as of this 3<sup>rd</sup> day of November, 1988, between LOEWS CHICAGO CINEMAS, INC., an Illinois corporation ("Subtenant") and NORTHERN TRUST BANK/O'HARE, N.A., a national banking association ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Norridge Realty Corporation, an Illinois corporation ("Owner") is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Land");

WHEREAS, Owner and Norran Corporation, an Illinois corporation ("Tenant/Sublandlord") have entered into an Amended and Restated Lease dated November 3, 1988 (the "Master Lease") demising the Land from Owner to Tenant/Sublandlord;

WHEREAS, Tenant/Sublandlord and Subtenant have entered into a Lease dated November 3, 1988 (the "Sublease") covering the real property described on Exhibit B attached hereto, which property is a portion of the Land (the "Theatre Land") and granting certain rights in and to the Subtenant with respect to the balance of the Land, all as more fully set forth therein;

WHEREAS, Subtenant is the owner of the buildings and improvements located on the Theatre Land (the "Theatre Building") and Tenant/Sublandlord is the owner of the buildings and improvements located on the balance of the Land (the "Shopping Center Improvements");

WHEREAS, Mortgagee made a loan to Owner, evidenced by a Principal Note dated October 22, 1986 in the original principal balance of \$800,000 (the "Note") secured by the lien of a mortgage dated October 22, 1986 and recorded October 22, 1986 in the Recorder's Office of Cook County, Illinois as Document Number 86493319 (the "Original Mortgage") covering a portion of the Land, which portion is described on Exhibit C attached hereto and made a part hereof, and the Shopping Center Improvements located thereon;

WHEREAS, to further secure the Note, Owner granted a mortgage to Mortgagee dated November    , 1988, covering the balance of the Land, which balance of the Land is described on Exhibit D attached hereto and made a part hereof, and the Shopping Center Improvements and the Theatre Building located thereon (the "Additional Mortgage"), which Additional Mortgage

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was recorded in the Recorder's Office of Cook County, Illinois, on November \_\_, 1988;

WHEREAS, the Original Mortgage and the Additional Mortgage are hereinafter sometimes referred to collectively as the "Mortgage", and the Land and Shopping Center Improvements are sometimes collectively referred to as the "Property"; and

WHEREAS, Subtenant desires to be assured of the continued use and occupancy of the premises demised by the Sublease subject to the Mortgage, and Mortgagee desires to provide such assurance;

NOW, THEREFORE, for and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Subtenant and Mortgagee agree as follows:

1. The Sublease is and shall at all times be subject and subordinate to the Mortgage and to all of the terms and conditions of the Mortgage and to the rights and liens of the holder of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof.
2. The Mortgagee agrees that it will not foreclose either the Original Mortgage or the Additional Mortgage without simultaneously foreclosing the other in a single action foreclosing both.
3. In the event of foreclosure of the Mortgage, Mortgagee will not join the Subtenant in foreclosure proceedings for the purpose of terminating the Sublease or otherwise affecting the Subtenant's rights thereunder, so long as the Subtenant is not in default under any of the terms, covenants or conditions of the Sublease.
4. In the event of foreclosure of the Mortgage or delivery of a deed to the Property in lieu of foreclosure of the Mortgage:
  - (a) the Sublease shall be deemed to be a direct lease between the purchaser upon foreclosure of the Mortgage or grantee under a deed in lieu of foreclosure thereof, as landlord, and the Subtenant, as tenant; and
  - (b) such purchaser or grantee shall attorn to the Subtenant under the Sublease as a direct tenant of such purchaser or grantee upon and subject to all of the terms and conditions of the Sublease; and
  - (c) Subtenant shall attorn to and accept such purchaser or grantee as a direct landlord under the Sublease and be bound to perform all of the obligations imposed by the Sublease thereunder; and

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(d) subject to the terms, covenants and conditions of the Sublease, such purchaser or grantee will not disturb the possession of Subtenant and will be bound by all of the obligations imposed by the Sublease upon the landlord thereunder;

provided, however, that such purchaser or grantee shall not be:

(a) liable for any act or omission of a prior landlord (including Tenant/Sublandlord); or

(b) subject to any offsets, defenses or counterclaims which Subtenant might have against any prior landlord (including Tenant/Sublandlord); or

(c) bound by the payment of any rent, additional rent or other sums which Subtenant might have paid in advance to any prior landlord (including Tenant/Sublandlord) for any period beyond the month in which such purchaser or grantee acquired the Property; or

(d) bound by any termination or amendment of the Sublease made without the consent of Mortgagee.

5. If the Theatre Land, the buildings or improvements thereon, or any part of them is taken in condemnation or if the buildings or improvements on the Theatre Land are damaged by casualty, then the proceeds arising from such condemnation or the proceeds from insurance arising from such casualty shall be applied in accordance with the provisions of the Sublease.

6. Any notice or demand which any party hereto shall desire or be required to serve upon another party hereto shall be delivered by registered or certified mail at the addresses which follow or at such other address as such party may hereafter designate in writing as provided in this Paragraph, and such service shall be deemed complete on the third business day after the same is deposited in a United States post office in a securely sealed envelope with postage prepaid.

If to Mortgagee:

Northern Trust Bank/O'Hare  
8501 West Higgins Road  
Chicago, Illinois 60631  
Attention: Thomas Lee

If to Subtenant:

Loews Chicago Cinemas, Inc.  
c/o Columbia Pictures Entertainment, Inc.

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711 Fifth Avenue  
New York, New York 10022  
Attention: General Counsel

and

Loews Theatre Management Corp.  
400 Plaza Drive  
Secaucus, New Jersey 000007994  
Attention: Seymour Smith

and

Columbia Pictures Entertainment, Inc.  
711 Fifth Avenue  
New York, New York 10022  
Attention: General Counsel

7. The provisions hereof shall be construed in accordance with the laws of the State of Illinois.

8. This Agreement may not be changed or terminated orally.

9. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, successors and assigns. The word "Mortgagee" as used herein shall mean not only the original Mortgagee named in the recitals of this Agreement but also all future holders of the Mortgage, the word "Subtenant" as used herein shall mean not only the original Subtenant named in the recitals of this Agreement but also all future holders of the leasehold estate under the Sublease, and the word "Tenant/Sublandlord" as used herein shall mean not only the original Tenant/Sublandlord named in the recitals of this Agreement but also all future sublandlords under the Sublease or future owners of the Theatre Land.

10. Subtenant acknowledges that this Agreement is a non-disturbance agreement that satisfies the requirements of Section 21.01 of the Sublease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SUBTENANT:  
LOEWS CHICAGO CINEMAS, INC.

ATTEST:

By: Walter G. ...  
Its: Sr. V.P.

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\_\_\_\_ Secretary

MORTGAGEE:  
NORTHERN TRUST BANK/O'HARE, N.A.

By: *[Signature]*  
Its: *[Signature]*

List of Exhibits

- Exhibit A Legal Description of Land
- Exhibit B Legal Description of Theatre Land
- Exhibit C Portion of Land Covered by Original Mortgage
- Exhibit D Portion of Land Covered by Additional Mortgage

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
FILED IN 88508109  
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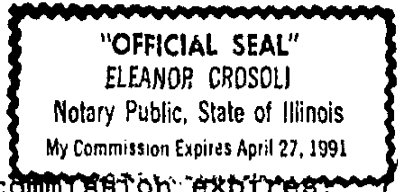
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## ACKNOWLEDGEMENT OF SUBTENANT

STATE OF ILLINOIS     )  
   )   SS.  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that before me on this day personally appeared Winston Van Buitene and \_\_\_\_\_, known to me to be the Senior Vice President and \_\_\_\_\_ Secretary, respectively of LOEWS CHICAGO CINEMAS, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they are authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and official seal this 3rd day of November, 1988.



Eleanor Crosoli  
 Notary Public

My commission expires: April 27, 1991

Cook County Clerk's Office

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## ACKNOWLEDGEMENT OF MORTGAGEE

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that before me on this day personally appeared Thomas O. Leigh and ~~Secretary~~, known to me to be the Secretary President and Secretary, respectively of NORTHERN TRUST BANK/CHARE, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and official seal this 20 day of November, 1988.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

OFFICIAL SEAL  
ROBERT M. KAMM  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/18/92

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## EXHIBIT A

LEGAL DESCRIPTION OF LAND

The South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 (except the West 33 feet thereof) of Section 13, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

## EXHIBIT B

CREATED PROPERTY LEGAL DESCRIPTION

That part of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 (except the West 33.00 feet thereof) of Section 13, Township 40 North, Range 12 East of the Third Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the East line of the Northeast 1/4 of Section 13 aforesaid, and the North line of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 13, aforesaid; thence North 89 degrees 57 minutes 01 seconds West, 511.20 feet to the point of beginning of the parcel of land herein described: Thence South 0 degrees 02 minutes 59 seconds West perpendicular to the last described line, 145.00 feet; thence North 89 degrees 57 minutes 01 seconds West, 580.00 feet; thence North 0 degrees 02 minutes 59 seconds East, 145.00 feet to the point of intersection with the North line of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 13 aforesaid; thence South 89 degrees 57 minutes 01 seconds East, along said North line, 580.00 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

## EXHIBIT C

ORIGINAL MORTGAGE LEGAL DESCRIPTION

That part of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 13, Township 40 North, Range 12, (except the West 33 feet thereof taken for Oketo Avenue) East of the Third Principal Meridian, lying East & South of a line described as follows: Beginning at a point on the North line of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4, 503 feet West of the Northeast corner of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast

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1/4; thence South parallel with the East line of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 162.0 feet; then West parallel with the North line of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 47.0 feet; thence South parallel with the East line of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 168.44 feet to a point on the South line of the Said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 that is 550.0 feet West of the Southeast corner of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 all in Cook County, Illinois.

## EXHIBIT D

### ADDITIONAL MORTGAGE LEGAL DESCRIPTION

The South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 13, Township 40 North, Range 12, (except the West 33 feet thereof taken for Oketo Avenue) East of the Third Principal Meridian, except that part lying East and South of a line described as follows: Beginning at a point on the North line of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4, 503 Feet West of the Northeast corner of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4; thence South parallel with the East line of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 162 feet; thence West parallel with North line of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 47.0 feet thence South parallel with the East line of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 168.44 feet to a point on the South line of said South 1/2 of the North 1/2 off the Southeast 1/4 of the Northeast 1/4 that is 550.00 feet West of the Southeast corner of said South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 all in Cook County, Illinois.

P.I. Number: 12-13-222-003  
12-13-222-004

Address: 4510-4520 North Harlem Avenue  
Norridge, Illinois

This instrument was prepared by,  
and after recording return to:

Maureen A. Dowd  
KIRKLAND & ELLIS  
200 E. RANDOLPH  
CHGO IL 60601

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