

# UNOFFICIAL COPY

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## III - SUBORDINATION NON-DISTURBANCE ATTORNMENT AGREEMENT (Closed Loan)

THIS AGREEMENT made this 22nd day of April, 1987,  
by and between Federated Department Stores, Inc. ("Lessee"), and John Hancock Mutual  
Life Insurance Company, ("Mortgagee"),

### WITNESSETH:

Whereas the Mortgagee is the owner of a note evidencing a loan in the original principal amount of FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$15,500,000.00) secured by a mortgage on property owned by LaSalle National Bank as successor Trustee under Agreement dated April 25, 1966 and known as Trust No. 10-019386-09 ("Loan not personally"), a part of which property is subject to a lease from Lessor to Lessee, ("Lease"), dated April 13, 1987 and whereas, Lessee desires to protect its interest in such Lease against the risk of disturbance of its occupancy as a result of foreclosure of the above mortgage.

Now therefore, in consideration of the mutual agreements herein contained, the parties do hereby agree as follows:

1. Lessee acknowledges and confirms that the aforementioned Lease and the rights of the Lessee thereunder are subordinate to said mortgage and the lien thereof securing the above mortgage loan owned by Mortgagee, and agrees that same will be subordinate to any renewal, substitution, extension or replacement thereof as though said renewal, substitution, extension or replacement were executed prior in point of time to the execution of said Lease. Said mortgage, renewal, substitution, extension or replacement shall hereinafter be referred to as "Mortgage".
2. Lessee agrees that in the event of foreclosure of the aforementioned Mortgage, the Lessee will attorn to and accept the purchaser at the foreclosure sale as landlord for the balance then remaining of the term of the aforementioned Lease and will observe and comply with all of the terms and conditions of said Lease.
3. Lessee agrees not to enter into any modification or amendment of said Lease without the prior written consent of Mortgagee, and agree to give prompt, written notice to Mortgagee of any default of the Lessor in the obligations of the Lessor under said Lease, if such default is of such a nature as to give the Lessee a right to terminate the Lease, reduce rent or to credit or offset any amounts against future rents. The address for this purpose is John Hancock Mutual Life Insurance Company, John Hancock Place, Post Office Box 111, Boston, Massachusetts, 02117, Attention: City Mortgage and Real Estate Department. It is further agreed that such notice will be given to any successor in interest of the Mortgagee in said Mortgage, provided that prior to any such default of the Lessor such successor in interest shall have given written notice to the Lessee of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.
4. The undersigned Mortgagee agrees that it will not disturb the possession of the Lessee upon any foreclosure of said Mortgage, and that it will accept the attornment of the Lessee thereafter, if the Lessee is not then in default.

which affects minimum rent, percentage rent, lease term, options to extend or cancel, or the use of insurance proceeds or condemnation awards

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The agreements herein contained shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns and, without limiting such, the agreement of the Mortgagee shall specifically be binding upon any purchaser of said property at a sale foreclosing said Mortgage.

If the loan made by Mortgagee is secured by a deed of trust or security deed rather than by a Mortgage, all references herein to mortgage shall be construed as referring to such other type of security instrument.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as of the day and date first written above.

LESSEE:  
Federated Department Stores, Inc.

By James B. Selonick  
Name James B. Selonick  
Title Senior Vice President

MORTGAGEE:  
JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

By Robert K. Simonian  
Robert K. Simonian  
Real Estate Mortgage Officer

CONSENTED TO BY LESSOR:  
LaSalle National Bank as  
successor Trustee under Agreement  
dated April 25, 1966, and known as  
Trust No. 10-019386-09 & not personally

FOR THE EXCULPATORY PROVISION OF LA SALLE NATIONAL BANK, SEE RIDER ATTACHED ON THE REVERSE SIDE HEREOF, WHICH IS EXPRESSLY INCORPORATED HEREIN AND MADE A PART HEREOF.

ATTEST William H. Dillon  
William H. Dillon  
Assistant Secretary

By: Corinne Bek  
Name Corinne Bek  
Title ASSISTANT VICE PRESIDENT

THE COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF SUFFOLK } ss.

On this . . . . . 22nd . . . . . day of . . . . . April . . . . . 19 87 . . . . .  
before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared . . . . . Robert K. Simonian . . . . .  
to me personally known, who by me duly sworn, did say that he is a . . . . . Real Estate Mortgage Officer . . . . .  
of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

ETHEL M. LOBERG, Notary Public  
MY COMMISSION EXPIRES MAY 19, 1989

Ethel M. Loberg  
Notary Public in and for said Commonwealth

My commission expires . . . . . 19 . . . . .

Property of Cook County Notary Public Office

RS128025  
RS128025

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This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

ORDER ATTACHED TO AND MADE A PART OF DOCUMENT  
DATED April 22nd, 1987 UNDER TRUST NO. 10-19386-09

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ACKNOWLEDGMENT

Property of Cook County Clerk's Office

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MORTGAGEE:

Name James B. Selonick  
Title Senior Vice President

By

Federated Department Stores, Inc.

LESSEE:

The agreements herein contained shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns and, without limiting such, the agreement of the Mortgagee shall specifically be binding upon any purchaser of said property at a sale foreclosing said Mortgage. If the loan made by Mortgagee is secured by a deed of trust or security deed rather than by a Mortgage, all references herein to mortgage shall be construed as referring to such other type of security instrument. IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as of the day and date first written above.

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RIDER ATTACHED TO AND MADE A PART OF DOCUMENT  
DATED April 22nd, 1987 UNDER TRUST NO. 10-19386-09

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK or undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

Clerk's Office

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STATE OF OHIO )  
 ) SS.  
COUNTY OF HAMILTON )

Be it remembered that on this 28<sup>th</sup> day of MAY 1987 before me, a Notary Public, personally appeared James B. Selonick, the Senior Vice President of Federated Department Stores, Inc., a Delaware Corporation, who acknowledged that he did execute the foregoing instrument as such Senior Vice President and that the same is his free and voluntary act and deed and the free and voluntary act and deed of the said corporation.

In witness whereof I have hereunto set my hand and seal on the date and year set forth above.

Gary L. Sumner  
Notary Public

My commission expires on GARY L. FARMER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147.03 O.R.C.

BOX 286  
EAW

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DEPT-91 RECORDING \$16.00  
1#2222 TRAN 7698 03/29/88 13.02.00  
#7033 # B \*-88-128025  
COOK COUNTY RECORDER

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS )

) SS.

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COUNTY OF COOK )

I, Harriet Denisewicz, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Corinne Bek and William H. Dillon, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as <sup>Assistant</sup> Vice President and Assistant Secretary, respectively, of LA SALLE NATIONAL BANK, a national banking association, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation not individually but solely as Successor Trustee under Trust Agreement dated April 25, 1966, known as Trust No. 10-019386-09 and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my Hand and Notarial Seal this 12th day of May, 1987.

*Harriet Denisewicz*  
Notary Public

My commission expires on October 9th, 1987

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A":

The South 1/2 of the East 1/2 of the South 1/2 of the North East 1/4 of the South East 1/4 of Section 13, Township 40 North, Range 12 east of the Third Principal Meridian (except from said described property the North 247.25 feet of the East 207.54 feet thereof); in Cook County, Illinois.

ALSO

PARCEL "B":

That part of the East 1/2 of the South East 1/4 of the South East 1/4 of Section 13, Township 40 North, Range 12, East of the third principal meridian, lying North of the Indian Boundary Line (except therefrom a strip of land 66 feet wide across the Southeasterly part of the East 1/2 of the South 1/2 of the South East 1/4 of Section 13 aforesaid, said strip being parallel with and adjoining Northwesterly to the Indian Boundary Line, conveyed to the Forest Preserve District of Cook County, Illinois, by Warranty Deed recorded March 5, 1918 as Document Number 6281705), in Cook County, Illinois.

ALSO

PARCEL "C":

The North 247.25 feet of the West 174.54 feet of the East 207.54 feet of the South half of the South half of the North East Quarter of the South East Quarter of Section 13 Township 40 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois.

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