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SUBORDINATION AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this 15~~th~~ day of April, 1988, by and between NATIONAL CANADA CORPORATION, a Delaware corporation ("Bank"), and LIQUOR MART, INC., an ILLINOIS corporation ("Tenant");

W I T N E S S E T H:

WHEREAS, Bank is the mortgagee pursuant to a Construction Mortgage and Security Agreement dated April 4, 1988, made by PARKWAY BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated September 17, 1987 and known as Trust No. 8502 ("Landlord") encumbering the premises described on Exhibit A attached hereto (the "Property"), which mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 21, 1988 as Document No. 3702075 and filed in the Office of the Registrar of Titles of Cook County, Illinois on April 21, 1988 as Document No. 3702075 (which mortgage is herein referred to as the "Mortgage");

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WHEREAS, Landlord and Tenant have entered into a lease (the "Lease") dated March 23, 1988, as amended by a Letter Agreement dated April 12, 1988 which demises a portion of the Property ("Leased Premises") to Tenant for a term of five (5) years giving Tenant the option to renew for two (2) additional five (5) year periods;

WHEREAS, Landlord and Tenant have caused a Memorandum of Lease dated April 14, 1988 to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 21, 1988 as Document No. 3702078 and filed in the Office of the Registrar of Titles of Cook County, Illinois as Document No. 3702078;

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WHEREAS, Landlord has assigned its landlord's interest under the Lease to Bank pursuant to an Assignment of Leases and Rents dated April 12~~th~~ 1988 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 21, 1988, as Document No. 3702079 and filed in the Office of the Registrar of Titles of Cook County, Illinois on April 21, 1988 as Document No. 3702079; and

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WHEREAS, Bank and Tenant are willing to agree to subordinate the Lease subject to terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by each to the other in cash and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants herein made, it is agreed as follows:

1. The Lease and Tenant's leasehold estate created thereby, including all rights and options shall be subject and subordinate in all respects to the lien of the Mortgage and to any advances made thereunder, and to any renewal, modification, or extension of same with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. If Bank or any successors in interest to Bank shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure action or delivery of a deed in lieu of foreclosure or otherwise, Tenant shall at once attorn to the successor Landlord as Tenant's Landlord, and Tenant and the successor Landlord shall promptly execute and deliver such instruments that either of them may

THIS INSTRUMENT PREPARED BY & RETURN TO:

MARLA R. BRAXTON, ESQ.  
KATTEN MURCHIN & ZAVIS  
525 W. MONROE / SUITE 1100  
CHICAGO, IL 60606

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reasonably request of the other to evidence such attornment and acceptance thereof and the recognition of the parties of all of the terms, provisions, covenants and privileges contained in the Lease.

3. In the event of any foreclosure of the Mortgage or conveyance in lieu of foreclosure, Bank and Tenant agree that Bank, or its successors or assigns, shall not in any way or to any extent (i) be bound by any previous modification or amendment of the Lease or by any previous prepayment of rent for a period greater than one (1) month, unless such modification, amendment or prepayment shall have been expressly approved in writing by Bank, or its successors or assigns, or (ii) be obligated or liable to Tenant with respect to the construction and completion of the improvements on the Leased Premises for Tenant's use; and Tenant shall have no right to assert any of the foregoing or any damages arising therefrom as an offset or defense against Bank, or its successors or assigns.

4. Tenant further agrees that in the event of a foreclosure of the Mortgage, the exercise of the power of sale thereunder or of a conveyance in lieu of foreclosure, which foreclosure, sale or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease, Tenant hereby covenants and agrees to make full and complete attornment to Bank, or to the purchaser at a foreclosure sale ("Foreclosure Purchaser"), as the case may be, for the balance of the term of the Lease, including any extensions and renewals thereof, upon the same terms, covenants and conditions as therein provided, so as to establish direct privity of estate and contract as between Bank or the Foreclosure Purchaser, as the case may be, and Tenant, with the same force and effect as though the Lease were originally made directly from Bank, or the Foreclosure Purchaser, as the case may be, to Tenant, and Tenant will thereafter make all rent payments and other payments under the Lease directly to Bank or to the Foreclosure Purchaser, as the case may be.

5. Tenant shall not pay an installment of rent or any part thereof more than one (1) month prior to the due date of such installment. Mortgagee shall not be bound or affected by any amendment or modification of the Lease without the written consent of Mortgagee.

6. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

7. 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 if served in person or if sent by United States registered or certified mail, postage prepaid, addressed as follows:

if to Tenant:                   Liquor Mart, Inc.  
4605 South Halsted Street  
Chicago, Illinois 60609  
Attention: Mr. Thomas Shubalis

if to Bank:                   National Canada Corporation  
20 North Clark Street, Suite 3510  
Chicago, Illinois 60602  
Attention: Mr. William S. Best

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with a copy to:

Katten, Muchin & Zavis  
525 West Monroe Street, Suite 1600  
Chicago, Illinois 60606  
Attention: Jori E. Saks, Esq.

or to such other address or addresses as the above parties may from time to time designate by written notice to the others as herein required. Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder two (2) days after the time such notice, demand or request shall be deposited in the mails.

8. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors or assigns; provided, however, that upon the assignment of the interest of Bank hereunder, all obligations and liabilities of Bank under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom Bank's interest is so assigned.

9. Any provision of the Agreement which is unenforceable or invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenure of this Agreement the same as though any such invalid portion had never been included herein.

IN WITNESS WHEREOF, the parties have executed the foregoing Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

NATIONAL CANADA CORPORATION,  
a Delaware corporation

By: William S. Best  
Its: WILLIAM S. BEST  
ASSISTANT VICE PRESIDENT

ATTEST:

Its: Assistant Secretary

LIQUOR MART, INC.,  
a Illinois corporation

By: Terry J. Saks  
Its: PRESIDENT

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, CATHLEEN A. CHOLKE, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM S. BEST, the ASST. VICE PRESIDENT and CATHLEEN A. ZENI, the ASST. SECRETARY of NATIONAL CANADA CORPORATION, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE PRESIDENT and ASST. 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.

GIVEN under my hand and Notarial Seal this 14th day of April, 1988.

Cathleen A. Cholke  
DEPT. OF RECORDING  
#1111 TRAM #702 04/21/88 15:51:00 \$16.00  
#7823 # A \* -88-147480  
COOK COUNTY RECORDER

My Commission Expires: 12/29/91



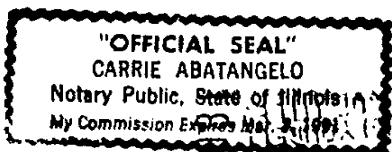
STATE OF IL )  
 ) SS.  
COUNTY OF DuPage )

I, CARRIE ABATANGELO, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mr. Mucchio, the President and Mr. Mucchio, the President of LIQUOR MART, INC., a corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mr. Mucchio and Mr. Mucchio 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.

GIVEN under my hand and Notarial Seal this 14th day of April, 1988.

Carrie Abatangelo

My Commission Expires: March 2, 1991



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

A PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 191 TO 193, INCLUSIVE IN FREDERICK H. BARTLETT'S FIRST ADDITION TO FREDERICK H. BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 31 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 31, ALL IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PART LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 193 BEING 475 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 193; THENCE SOUTH 65 FEET ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOTS 191 THROUGH 193 TO A POINT; THENCE EAST 159 FEET ON A LINE PARALLEL WITH SAID NORTH LINE OF LOT 193 TO A POINT; THENCE SOUTH 366.70 FEET, MORE OR LESS, ON A LINE PARALLEL WITH SAID EW LINE OF LOT 191 THROUGH 193 TO A POINT BEING 33.84 FEET NORTH OF THE SOUTH LINE OF LOT 191; THENCE EAST 19 FEET ON A LINE PARALLEL WITH SAID LINE OF LOT 191 TO A POINT; THENCE SOUTH 33.84 FEET, MORE OR LESS, ON A LINE PARALLEL WITH SAID EAST LINE OF LOTS 191 THROUGH 193 TO A POINT ON THE SOUTH LINE OF LOT 191 BEING 297 FEET WEST OF SAID EAST LINE OF LOTS 191 TO 193; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

THE WEST 275.33 FEET OF LOT 191, 192 AND 193 (TAKEN AS A TRACT); AND THE EAST 91 FEET OF THE WEST 366.33 FEET OF SAID LOT 191; AND THE SOUTH 99.75 FEET OF THE EAST 91 FEET OF THE SOUTH 366.33 FEET OF SAID LOT 192; IN FREDERICK H. BARTLETT'S FIRST ADDITION TO FREDERICK H. BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 31, AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 31, ALL IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 47 FEET OF THE EAST 662 FEET OF LOT 190 (EXCEPT THE SOUTH 17 FEET THEREOF) IN FREDERICK H. BARTLETT'S FIRST ADDITION TO FREDERICK H. BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31; THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 31, ALL IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM MERCHANDISING FACTORS INC. TO LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 26, 1968 AND KNOWN AS TRUST NUMBER 10-22187-09 DATED DECEMBER 30, 1986 AND RECORDED APRIL 6, 1987 AS DOCUMENT 87182124 AND FILED MAY 12, 1987 AS DOCUMENT LR3615806 FOR INGRESS AND EGRESS OVER THE FOLLOWING:

- A) THE SOUTH 26 FEET OF THE NORTH 30 FEET OF THE WEST 275.33 FEET OF LOT 193
- B) THE NORTH 30 FEET OF THE SOUTH 99.75 FEET OF THE WEST 366.33 FEET OF LOT 192
- C) THE SOUTH 24 FEET OF THE WEST 366.33 FEET OF LOT 191

ALL IN FREDERICK H. BARTLETT'S 79TH STREET ACRES BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, THE WEST 1/2 OF THE NORTH WEST 1/4 OF SOUTH EAST SECTION 31, AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 31 ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Which includes:

That part of Lots 192 and 193 (taken as a tract) lying Westerly and southerly of the following described line: beginning at a point on the north line of said lot 193 being 475 feet west of the northeast corner of said lot 193; thence south 65 feet on a line parallel with the east line of said lots 192 and 193 to a point; thence east 159 feet on a line parallel with said north line of lot 193 to a point; thence south on a line parallel with the east line of lots 192 and 193 to a point on the south line of lot 192; excepting therefrom the following described tract:

the west 275.33 feet of Lots 192 and 193 (taken as a tract); and the south 99.75 feet of the east 91 feet of the west 366.33 feet of said lot 192; in the subdivision aforesaid.

in Frederick H. Bartlett's first addition to Frederick H. Bartlett's 79th Street Acres, being a subdivision of the east 1/2 of the southeast 1/4 of Section 36, township 38 north, range 12, together with part of Section 31, township 38 north, range 13 east of the third principal meridian, in Cook County, Illinois, according to the plat thereof recorded August 22nd, 1927 as document no. 8074587, in Book 181 of plats, page 43.

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