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ATTORNMENT, SUBORDINATION AND NON-DISTURBANCE AGREEMENT

This Attornment, Subordination and Non-Disturbance Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 1989, by and among Golf Construction Company, a _____ ("Tenant"), Exoho Associates, Ltd., an _____ ("Landlord"), and Illinois limited partnership _____ ("Lender"), and National Canada Corporation, a Delaware corporation ("Lender").

I

Recitals:

1.1 Tenant is the tenant under a certain Lease dated July 20, 1989 between Landlord and Tenant, pertaining to and covering a portion of that certain real estate which is legally described on Exhibit A attached hereto and the buildings and improvements located thereon (the "Property").

1.2 Lender is presently contemplating the making of a loan (the "Loan") to Landlord secured by the Property. Accordingly, this Agreement is entered into by the parties hereto with the intention of having Lender rely thereon in disbursing the Loan.

II

Warranties, Covenants and Agreements

2.1 Said Lease, all extensions, modifications, replacements and renewals thereof (the "Lease"), and all of Tenant's rights and interests thereunder, shall be, and are hereby made and shall remain completely subject and subordinate to that certain Mortgage and Security Agreement dated August 31, 1989 and recorded in the Office of the Cook County Recorder of Deeds on August 31, 1989 as Document No. 84c2876, and all extensions, modifications, replacements and renewals thereof (the "Mortgage"), and all other documents, including an Assignment of Leases and Rents (the "Assignment"), and all extensions, modifications, replacements and renewals thereof, now or hereafter securing the Loan (the Mortgage, Assignment and other documents being together referred to herein as the "Loan Instruments"), to the same extent as if the Loan Instruments had been executed, delivered and recorded prior to execution of the Lease.

2.2 Tenant agrees that it will not after the date hereof subordinate the Lease to any mortgage, deed of trust or other lien encumbering the Property, other than the Loan Instruments, without first obtaining the written consent of Lender.

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17-21-126 - 001

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2.3 Lender shall have the right at any time to elect, by a notice in writing given to Tenant, to make the Lease superior to the Loan Instruments, and, upon the giving of such notice to Tenant, the Lease shall be deemed to be prior and superior to such Loan Instruments and the interest thereby created and evidenced.

2.4 The Lease shall not, after the date hereof, be terminated, surrendered, renewed (except as specifically permitted by the Lease), or modified without first obtaining the prior written consent of Lender, and rent shall not be paid more than one month in advance.

2.5 Tenant hereby acknowledges that the interest of the Landlord under the Lease shall be assigned to Lender solely as security for the Loan and Lender (i) shall not be liable for any claims for damages or setoffs arising out of Landlord's interest in the Property, for the return of any security deposit unless it has specifically been received by Landlord, for any act committed by the Landlord or any breach or failure to perform by the Landlord, and (ii) shall not be obligated by reason of the Assignment or the exercise of any rights granted therein to perform any obligation of the Landlord.

2.6 In the event of any default by Landlord under the Lease, Tenant shall promptly give notice of such default to Lender and, in such event and prior to the exercise by Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, Lender shall have the right, but not the obligation, to cure such default within thirty (30) days following the receipt of such notice (except that if Lender cannot cure such default within such period of time, such period shall be extended for a reasonable additional period of time, provided that Lender commences to take action in order to cure such default within such period and proceeds diligently thereafter to effect such cure), and, if Lender does cure such default, then the Lease shall remain in full force and effect.

2.7 Notwithstanding the subordination of the Lease as aforesaid, in the event that Lender or any other party succeeds to the rights of Landlord under the Lease, whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, then Tenant agrees that (i) it shall attorn to, and be liable to and recognize Lender or such other party (or such person as Lender or such other party may direct) as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease; (ii) thereafter, it shall make payments of rent (minimum, basic, percentage, additional or otherwise) to Lender or such other party, and otherwise perform all of Tenant's obligations set forth in the Lease; (iii) Lender or such other party shall be responsible for the performance of lessor's obligations only during the period of its ownership; and (iv) Tenant shall look solely to

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Lender's or such other party's interest in the Property for recovery of any judgment, it being specifically agreed that neither Lender, nor anyone claiming under Landlord, shall ever be personally liable for any such judgment. So long as Tenant shall pay, when due, such rent and impositions and otherwise perform such other tenant obligations as set forth in the Lease, Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, Tenant shall not be evicted from the Property, nor shall any of Tenant's rights to use and possession under the Lease be affected in any way by reason of the subordination or any modification of or default under the Mortgage, and Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage.

2.8 Tenant agrees that on the written request of Lender made from time to time, Tenant will promptly execute and deliver to Lender an escrow certificate addressing such matters pertaining to the Lease as Lender may request.

2.9 Whenever any of the parties hereto desires to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hand delivered or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, addressed to the intended recipient at the following addresses:

Lender: National Canada Corporation
225 West Washington Street
Suite 1200
Chicago, Illinois 60606
Attention: Mr. Michael A. Beckerman

Tenant: Golf Construction Company
527 Roosevelt Road 2nd floor
Chicago, Illinois 60607

Attention: _____

Landlord: Exoho Associates, Ltd.
an Illinois limited partnership
400 N. Franklin
Chicago, Illinois 60610
Attention: _____

2.10 This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement,

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but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

2.11 Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

2.12 This instrument is executed by _____, 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 _____ 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 _____ by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the day and year first above written.

TENANT:

GOLF CONSTRUCTION COMPANY

By *Thomas Chahor*
Its *President*

LANDLORD:

EXOHO ASSOCIATES, LTD.
an Illinois limited partnership

by ILM Realty, Inc., General Partner

By *Jim C. Frank*
Its *President*

Lender:

NATIONAL CANADA CORPORATION,
a Delaware corporation

By *Michael A. Beckerman*
ASSISTANT VICE PRESIDENT OF NATIONAL
BANK OF CANADA FOR AND ON BEHALF OF
NATIONAL CANADA CORPORATION.



Property of Cook County

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
Michael B. Manuel, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street, Suite 3900
Chicago, Illinois 60606**

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DEPT-01 RECORDING \$19.50
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#2222 # B *-89-4 10709
COOK COUNTY RECORDER

89-410709

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ACKNOWLEDGMENT

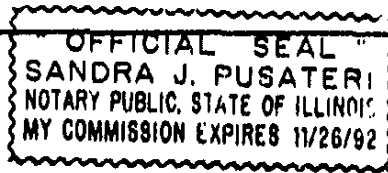
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Sandra J. Pusateri, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Thomas Chakos, of Golf Construction Co., an ILLINOIS corporation, 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 and delivered 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 29th day of August, 1989.

Sandra J. Pusateri
Notary Public

My Commission Expires:



Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

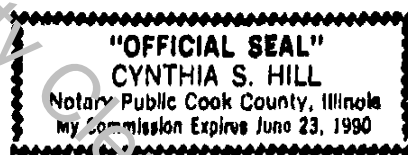
I, Cynthia S Hill, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT John L. Marks, of Exoho Associates Ltd. Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 29th day of August, 1989.

Cynthia S Hill
Notary Public

My Commission Expires:

6/23/90



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ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

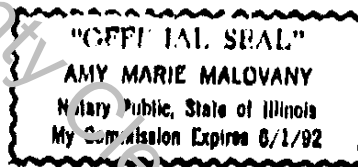
I, Amy Marie Malovany, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Michael H. Beckman National Canada Corporation, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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 31 day of August, 1999.

Amy Marie Malovany
Notary Public

My Commission Expires:

6/1/92



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EXHIBIT A

PARCEL 1:

BLOCKS 1 THROUGH 5 IN CENTRAL RAILWAY COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1914 AS DOCUMENT NUMBER 5462416; ALSO THE SOUTH 7 FEET OF VACATED 15TH STREET LYING NORTH OF AND ADJOINING SAID BLOCK 5 (EXCEPT THE WEST 200 FEET OF SAID SOUTH 7 FEET) ALSO EXCEPTING THEREFROM LOT A IN BLOCK 1 OF SAID SUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART FALLING IN LOT 1 IN DANIEL BRAINARD'S RESUBDIVISION OF BLOCK 8 OF BRAINARD AND EVAN'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT RECORDED MAY 6, 1856 IN BOOK 98 OF PLATS, PAGE 66, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN DANIEL BRAINARD'S RESUBDIVISION OF BLOCK 8 OF BRAINARD AND EVAN'S ADDITION TO CHICAGO, ACCORDING TO THE PLAT RECORDED MAY 6, 1856, IN BOOK 98 OF PLATS, PAGE 66, ALL IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX I.D. #'s: 17-21-511-009
17-21-511-011
17-21-511-010
17-21-511-018
17-21-126-001
17-21-511-017

ADDRESS: 509 WEST ROOSEVELT ROAD, CHICAGO, ILLINOIS

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