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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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THIS AGREEMENT, made as of this 13 day of December, 1989, by and between JAMES RIVER CORPORATION (herein called "Tenant"), having an address at 800 Connecticut Avenue, Norwalk, Connecticut 06856 and ASSOCIATION LIFE INSURANCE COMPANY INC., and WESTERN STATES LIFE INSURANCE COMPANY (herein collectively called the "Mortgagee"), having an address at 401 North Executive Drive, Brookfield, Wisconsin 53005.

WITNESSETH:

WHEREAS, Tenant has entered into a lease dated as of June 22, 1988 (which instrument, together with any renewals, modifications, and extensions thereof, is herein called the "Lease") with Dependable Storage, Inc. (herein called the "Landlord"), under which the Tenant has leased from Landlord certain premises (herein called the "Premises") located in the City of Skokie Village, Cook County, Illinois, and more particularly described on Exhibit A, which is attached hereto and made a part hereof; and

WHEREAS, the Landlord, as Mortgagor, is to obtain from the Mortgagee a loan in the original principal amount of Six Million Twenty-Five Thousand Dollars (\$6,025,000.00), and is to provide to the Mortgagee, as security for the payment of the indebtedness arising therefrom, including interest on said principal amount, a mortgage, security agreement and fixture financing statement (herein called the "Mortgage") on the Premises, an assignment of the lessor's interest in lease and an assignment of rents and leases (herein collectively called the "Assignments"), which will be recorded in the Office of the Register of Deeds of Cook County, Illinois;

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NOW THEREFORE, in consideration of their mutual covenants herein contained, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto agree as follows:

1. The Tenant agrees and confirms that the Mortgage (which term, as used herein, shall include any and all extensions, renewals, amendments and supplements which may from time to time be made to the Mortgage and/or the indebtedness secured thereby) shall at all times constitute a superior and prior lien against the Premises and that the Lease shall at all times be subject and subordinate to the Mortgage.

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2. The Tenant agrees and confirms that any options or rights (whether contained in said Lease or otherwise) to acquire title to the Premises, including any rights of first refusal, are hereby made subject and subordinate to the rights of the Mortgagee under the Mortgage and any acquisition of title to the Premises made by the Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.

3. The Mortgagee agrees that, notwithstanding the aforesaid subordination of the Lease to the Mortgage, so long as the Tenant shall duly and punctually perform and observe all of its obligations under the terms of the Lease and shall not be in default thereunder: (a) Mortgagee shall recognize the validity of the Lease and all Tenant's rights thereunder and (b) notwithstanding any default by the Landlord under the Mortgage or the foreclosure of the Mortgage by Mortgagee, Mortgagee (or its successor by grant, assignment, mortgage foreclosure or otherwise) shall not alter, disturb or interfere with Tenant's possession and use of the Premises during the remainder of the term of the Lease and any extension thereof as therein provided.

4. The Tenant agrees that in the event of the foreclosure of the Mortgage or other acquisition of title to the Premises by the Mortgagee (or its successor), Tenant shall attorn to the Mortgagee (or its successor by grant, assignment, mortgage foreclosure or otherwise) to the same extent and with the same force and effect as though the Lease were directly from the Mortgagee (or such successor) to Tenant, provided however, that Mortgagee (or such successor) shall not be: (a) liable for any act or omission of any prior landlord, including the Landlord, under the Lease; or (b) subject to any offsets or defenses which Tenant might have against any prior landlord, including the Landlord; or (c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord, including the Landlord; or (d) liable for the return of any security deposit paid to any prior landlord, including the Landlord; or (e) bound by any amendment or modification of the Lease made without its written consent; or (f) liable for any refusal or failure to perform or complete Landlord's work or otherwise to prepare the Premises for occupancy in accordance with the provisions of the Lease; or (g) obligated to repair, restore, replace or rebuild the Premises beyond such repair, restoration or rebuilding as can reasonably be accomplished with the net proceeds of insurance actually received by or made available to Mortgagee.

5. The Tenant further agrees that it will not seek to terminate the Lease by reason of any act or omission of the Landlord until the Tenant shall have given written notice of such act or omission to the Mortgagee (or its successor) at the address set forth herein or such other address as may be

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designated in writing by the Mortgagee, and until a reasonable period of time shall have elapsed following the giving of such notice, during which period, the Mortgagee (or its successor) shall have the right, but shall not be obligated, to remedy such act or omission. 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 act or omission of Landlord such successor in interest shall have given written notice to the Tenant of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.

6. The Tenant further agrees to be bound by the terms and conditions of the Assignments, from and after written notice thereof has been given to the Tenant.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month and year first above written.

*James C. Stevens*  
JAMES RIVER CORPORATION

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

*F. P. Jones*  
Attest: *F. P. Jones*  
\_\_\_\_\_, its *Distribution Planning Mgr.*

ASSOCIATION LIFE INSURANCE COMPANY INC.  
WESTERN STATES LIFE INSURANCE  
COMPANY, by their agent,  
Mutual of Canada Services Corporation

By: *Tim Warner*  
\_\_\_\_\_  
Tim Warner  
Assistant Vice President

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STATE OF Connecticut )  
 ) ss. Norwalk  
Saufield COUNTY )

Personally came before me this 14th day  
of December, 1989, the above-named JAMES C. Stevens and  
Frank Giorgio and \_\_\_\_\_,  
of James River Corporation to me known to be the persons who  
executed the foregoing instrument, and to me known to be  
such Director, and manager, and acknowledged  
that they executed the same on behalf of said corporation by  
its authority for the purposes therein contained.

Cynthia D. Coyle  
Notary Public, State of Wisconsin  
My commission: 3/31/91  
Cynthia D. Coyle

STATE OF WISCONSIN )  
 ) ss.  
MILWAUKEE COUNTY )

Personally came before me this 18th day  
of December, 1989, the above-named Tim Warner,  
Assistant Vice President of Mutual of Canada Services  
Corporation, the agent for Association Life Insurance Company  
Inc., and Western States Life Insurance Company, to me known to  
be the person who executed the foregoing instrument, and to be  
known to be such officer, and acknowledged that he executed the  
same on behalf of said entities by their authority for the  
purposes therein contained.

Kristine H. Clear  
Notary Public, State of Wisconsin  
My commission: 3/31/91

This instrument was drafted by and is to be returned to  
Jeffrey L. Abraham, Esq., of Michael, Best & Friedrich, 100  
East Wisconsin Avenue, Milwaukee, Wisconsin 53202. (414)  
271-6560.

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**EXHIBIT A**

TO

**SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMENT AGREEMENT**

DATED December 18, 1989

BY AND BETWEEN

**JAMES RIVER CORPORATION**

and

**ASSOCIATION LIFE INSURANCE COMPANY**

and

**WESTERN STATES LIFE INSURANCE COMPANY**

**PARCEL 1:**

THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THE 100 FOOT WIDE RIGHT OF WAY OF THE MICHIGAN CENTRAL RAILROAD) IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THE SOUTH 30.00 FEET OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PERMANENT REAL ESTATE INDEX NUMBER:**

33-19-301-001-0000-Volume 022

**COMMON ADDRESS FOR REAL ESTATE IS:**

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11/15/2011