

# UNOFFICIAL COPY

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Prudential Loan No. 7-502-520

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT** (this "Agreement") is made and entered into as of the 31st day of January, 1989 by and between SUPER VALU STORES, INC., a Delaware corporation ("Tenant") having its principal place of business at 11840 Valley View Road, Eden Prairie, Minnesota, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated February 28, 1986, and known as Trust 66632 ("Trust"), having its principal place of business at 33 North LaSalle Street, Chicago, Illinois 60690; P & D PARTNERS, LTD., NO. 101, AN ILLINOIS LIMITED PARTNERSHIP ("Partnership"), having its principal place of business at 415 North LaSalle Street, Suite 700, Chicago, Illinois 60610 (Trust and Partnership are collectively referred to hereinafter as "Landlord"), and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Mortgagee") having its principal place of business at 745 Broad Street, Newark, New Jersey 07101.

### WITNESSETH:

**WHEREAS**, Tenant has entered into a lease dated August 14, 1987, with Landlord, as amended by a letter dated August 11, 1987, from Tenant to Trust and a letter dated August 14, 1987, from Demetrios Delaportas to Tenant, which demises certain premises described in said lease (the "Leased Premises") which constitute a portion of the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); said lease as amended by said letter agreements shall be hereinafter referred to as the "Approved Lease" and the Approved Lease together with any amendments or modifications thereof, whether now or hereafter existing shall be hereinafter referred to as the "Lease"; and

**WHEREAS**, Trust has executed and delivered to Mortgagee a Mortgage (the "Mortgage") encumbering the Real Estate to secure an indebtedness of Sixteen Million Five Hundred Thousand and No/100 Dollars (\$16,500,000.00); and

**WHEREAS**, Mortgagee, as a condition to making the loan secured by said Mortgage to Landlord (the "Loan"), has required the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained and to induce Mortgagee to make said Loan upon the Real Estate and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Landlord has delivered to Mortgagee concurrently herewith a true, correct and complete copy of the Approved Lease; Landlord and Tenant each agree that Mortgagee will not be bound by any amendment to or modification of the Approved Lease unless Tenant has obtained Mortgagee's prior written consent to such amendment or modification.

**THIS DOCUMENT PREPARED BY AND UPON RECORDING RETURN TO:**

*Alan J. Sable*  
Thomas H. Fraerman, Esq.  
Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601

**ADDRESS OF THE PREMISES:**

16060-16070 South Harlem Avenue  
Tinley Park, Illinois

P.I.N. 27-24-201-004

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This Agreement Prepared by Alan J. Sable  
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2. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity which Tenant may have as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Approved Lease or the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall provide Mortgagee with a notice of Landlord's Default (the "Notice of Landlord's Default") specifying the nature thereof, the section of the Approved Lease or the Lease under which same arose and the remedies which Tenant may elect under the terms of the Approved Lease or the Lease or otherwise, and shall give Mortgagee the following periods of time, respectively, to respond to Tenant's Notice of Landlord's Default and to elect to cure or attempt to cure Landlord's Default or not to do so:

(a) for a Landlord's Default which can be cured by the payment of money, Mortgagee shall have five (5) business days within which to effectuate a cure; and

(b) for a Landlord's Default which cannot be cured by the payment of money, Mortgagee shall have thirty (30) business days within which to commence to cure Landlord's Default, unless such Landlord's Default is not curable by Mortgagee within said period, due to an inability to obtain access to or possession of the Leased Premises or otherwise, in which event Tenant shall provide Mortgagee with reasonable time to cure such Landlord's default.

Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure Landlord's Default within the respective time periods set forth above. Notwithstanding any provisions hereof to the contrary, Mortgagee shall in no event have less than the same time period(s) given to Landlord under the Approved Lease or the Lease to cure such Default.

Notwithstanding anything contained above to the contrary, in the event that Tenant, in its reasonable discretion, deems it necessary to effectuate emergency repairs, maintenance, restoration or alterations which are required as a result of Landlord's Default, prior to providing Notice of Landlord's Default to Mortgagee, Tenant shall have the right to effectuate such emergency repairs maintenance, restoration or alterations, but subject to Tenant endeavoring to exercise good faith efforts to provide such Notice of Landlord's Default to Mortgagee within a reasonable time following Landlord's Default. This paragraph shall not prohibit or restrict Tenant's rights to pursue other remedies available to Tenant under the Approved Lease, provided that, prior to pursuing such remedies, Tenant provides Mortgagee with Notice of Landlord's Default and the opportunity to cure such Default within the time periods set forth above.

3. The Approved Lease and the Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modification, consolidations, replacements, and extensions for or of the Mortgage, to the full extent of the principal sum together with interest and all other amounts secured thereby, provided, however, in the event of any conflict between the terms and provisions of the Approved Lease and those of the Mortgage with respect to application of condemnation awards or insurance proceeds, the terms and provisions of the Approved Lease with respect to same shall govern and prevail and shall be recognized and honored by Mortgagee.

4. Tenant agrees that neither the occurrence of any default in the Mortgage, the institution of proceedings to foreclose the lien thereof, the taking of possession by Mortgagee or by any receiver appointed in any foreclosure proceedings, the entry of a foreclosure decree, the sale of the Real Estate pursuant to such decree, the issuance of a deed to the purchaser at any such sale nor the issuance of a deed of the Real Estate in lieu of foreclosure or in settlement of amount due under the Mortgage will affect any obligation of Tenant under said Lease.

5. Tenant acknowledges the Landlord has executed and delivered to Mortgagee Collateral Assignments of Leases and Rents, made by Landlord and Partnership in favor of Mortgagee, by which agreements Landlord assigned to Mortgagee all lease agreements made by Landlord now or hereinafter existing concerning the Real Estate, including the Approved Lease or the Lease, and the rents due and collected in connection therewith. Tenant further agrees and Landlord hereby directs, subject to the terms and provisions of the Approved Lease and the rights of deduction and offset in favor of Tenant set forth therein, that Tenant pay all unpaid rental agreed upon in the Approved Lease or Lease to Mortgagee, upon receipt of demand from Mortgagee so to pay the same.

Super Valu Stores, Inc.  
Box 990  
Minneapolis, Minnesota 55440  
Attn: Legal Department

To Tenant:

9. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given either when personally delivered and receipted for or two business days subsequent to the date when mailed by certified mail return receipt requested, postage prepaid, addressed as follows:

8. Tenant acknowledges and agrees that Tenant's right to recoup advances made by Tenant or Tenant's Reconstruction Amounts under Section 22.2(e) of the Approved Lease (as defined therein) shall be limited to advances made by Tenant under the circumstances set forth in Section 22.2(c)(ii) of the Approved Lease only.

(g) Bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

(f) Bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including Landlord);

(e) Bound by the provisions of Section 10.7(c) of the Approved Lease;

(d) subject to any offsets or defenses which the Tenant might have against any prior landlord (including Landlord);

(c) obligated or liable to Tenant with respect to the construction and completion of the initial improvements in the Leased Premises and the shopping center of which the Leased Premises are a part for Tenant's use, enjoyment or occupancy;

(b) obligated or liable to Tenant for any security deposit or other sums deposited with any prior landlord (including Landlord) under the Lease and not physically delivered to Mortgagee;

(a) liable for any act or omission of any prior landlord (including Landlord) which has occurred prior to Mortgagee's succession to the interest of Landlord;

7. In the event that Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of Landlord under the Approved Lease or the Lease, Mortgagee agrees to be bound (or to cause its designee to be bound) to Tenant under all of the terms, covenants, and conditions of the Approved Lease (and to the extent that Mortgagee has approved all of the amendments or modifications thereof, in writing, under all of the covenants, provisions and conditions of the Lease), and Tenant agrees, from and after such event, to return to Mortgagee, its designee or the purchaser at any foreclosure sale of any portion or all of the Real Estate, with all rights and obligations under the Approved Lease or the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and Tenant shall have the same remedies against said Mortgagee, designee or purchaser for the breach of any agreement contained in the Approved Lease (or to the extent that Mortgagee has approved or all amendments or modifications thereof, in writing, as contained in the Lease) that Tenant might have thereunder against Landlord; provided, however, that said Mortgagee, designee or purchaser shall not be:

6. In the event that Mortgagee elects to foreclose the Mortgage, Mortgagee will not join Tenant as a party defendant in any foreclosure proceedings as long as Tenant is not in continued default (after notice and opportunity to cure as provided in the Lease) under any of the covenants, provisions or conditions of the Approved Lease, the opportunity to cure as provided in the Lease or this Agreement, the obligations of Mortgagee hereunder shall, at Mortgagee's election, become null and void, and Mortgagee may proceed to extinguish the Lease and all of Tenant's rights and interest in and to the Leased Premises through foreclosure of the Mortgage.

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11. In the event that Mortgagee, its designee, or the purchaser at a foreclosure sale, shall succeed to the interest of Landlord under the Lease, there shall be absolutely no personal or corporate liability on the part of said Mortgagee, designee or purchaser or any individual or member thereof, or any stockholder, director, officer, employee, partner or trustee thereof with respect to the terms, covenants or conditions of the Lease, and Tenant shall look solely to the interest of Landlord in the Leased Premises for the satisfaction of each and every remedy which Tenant may have for the breach of the Lease, such excupation from personal or corporate liability to be absolute and without any exception, whatsoever.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, delivered in and shall be governed by the laws of the State of Illinois. This Agreement has been

Either party may at any time and from time to time (by providing notice to the other party in the manner set forth above) designate a different address or person, or both, to whom such notices may be sent.

With a copy to:  
 Rudnick & Wolfe  
 203 North LaSalle Street  
 Suite 1800  
 Chicago, Illinois 60601  
 Attn: Thomas H. Brackman, Esq.

With a copy to:  
 The Prudential Insurance Company of America  
 Suite 3300  
 Prudential Plaza  
 Chicago, Illinois 60601  
 Attn: Regional Counsel

To Mortgagee  
 The Prudential Insurance Company of America  
 Suite 2310  
 Prudential Plaza  
 Chicago, Illinois 60601  
 Attn: Vice President, The Prudential Mortgage Capital Company, Inc.

With a copy to:  
 Hess, Kaplan & McDowell Ltd.  
 180 North LaSalle Street  
 Suite 2525  
 Chicago, Illinois 60601  
 Attn: Peter A. Hess, Esq.

With a copy to:  
 Mr. Demetrios Dellaportas  
 415 North LaSalle Street  
 Suite 700  
 Chicago, Illinois 60610

To Landlord:  
 American National Bank and Trust Company of Chicago  
 Trust No. 6662  
 33 North LaSalle Street  
 Chicago, Illinois 60690  
 Attn: Land Trust Department

With a copy to:  
 Coffield, Ungareri, Harris & Slavin  
 3500 Three First National Plaza  
 Chicago, Illinois 60602  
 Attn: Robert H. Shadur, Esq.

With a copy to:  
 Super Valu Stores Inc.  
 Corporate Offices  
 Valley View Road  
 Eden Prairie, Minnesota 55440  
 Attn: Legal Department

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County Clerk's Office

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12. This agreement is executed by American National Bank and Trust Com-  
 pany of Chicago, not personally, but as trustee as aforesaid in the exercise of the power  
 and authority conferred upon and vested in it as such trustee, and its payable only out of  
 the assets of the trust estate held under the Trust Agreement, including property spe-  
 cifically described in Exhibit A hereto. No personal liability shall be asserted or be-  
 enforceable against such trustee, because or in respect of this Agreement or the mak-  
 ing, issue, transfer or enforcement hereof, all such liability of such trustee, if any,  
 being expressly waived by Tenant and Mortgagee, and the sole remedies of Tenant and  
 Mortgagee against such trustee shall be as provided herein in accordance with the  
 terms and provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day  
 and year first above written.

TENANT:

SUPER VALU STORES, INC., a  
 Delaware corporation

By: William C. Hunt  
 Name: WILLIAM C. HUNT  
 Title: VICE PRESIDENT

ATTEST:

Name: JAMES A. STROM  
 Title: CLERK

TRUST:

AMERICAN NATIONAL BANK AND  
 TRUST COMPANY OF CHICAGO, not  
 personally, but as Trustee as  
 aforesaid

By: John Hansen  
 Name: JOHANSEN  
 Title: Attorney at Law

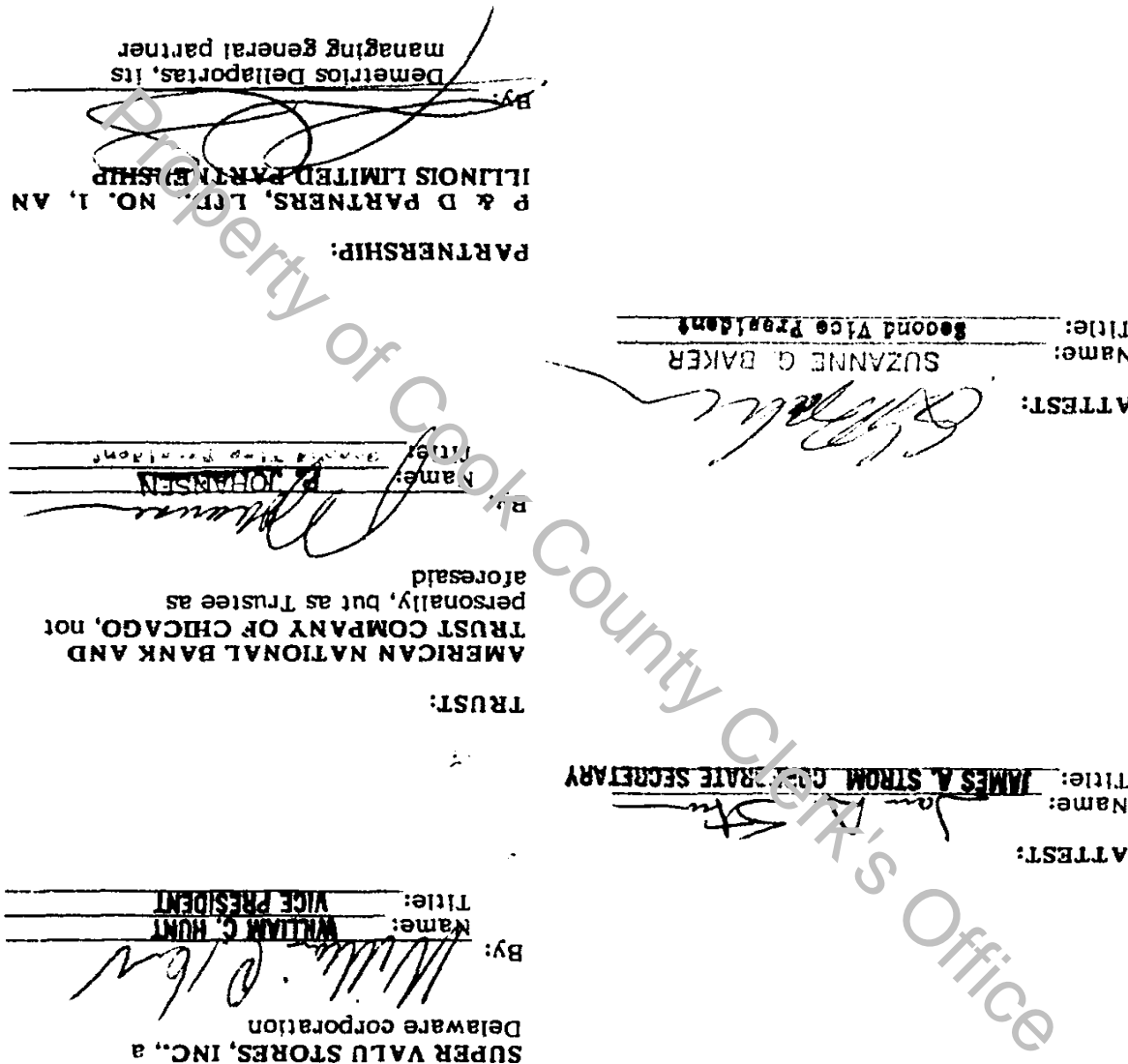
ATTEST:

Name: SUZANNE G. BAKER  
 Title: Second Vice President

PARTNERSHIP:

P & D PARTNERS, LTD., NO. 1, AN  
 ILLINOIS LIMITED PARTNERSHIP

By: Demetrios Dellaportas, its  
 managing general partner



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ATTEST:  
Name: [Signature]  
Title: Assistant Secretary

BY: [Signature]  
Name: Michael J. Ferraro  
Title: VP, R.F. FINANCE

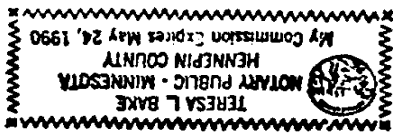
THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA, a New Jersey  
corporation

MORTGAGEE:

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My Commission Expires: May 24, 1990

*Teresa L. Bake*  
Notary Public

Given under my hand and notarial seal this 5<sup>th</sup> day of January, 1989.

I, TERESA L. BAKE a Notary Public in and for said County in the State of Minnesota, do hereby certify that WILLIAM S. HUNT Vice President of Super Valu Stores, Inc., a Delaware corporation, and JAMES A. STROM Secretary of said corporation, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN )  
SS

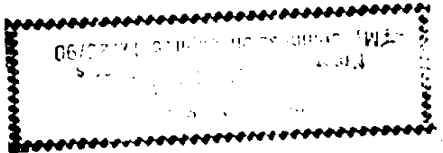
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My Commission Expires:

*Peter Johansen*  
Notary Public

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of January, 1989.

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ Peter Johansen, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, known to me to be acting not personally but as Trustee under Trust Agreement dated February 28, 1986, and known as Trust Number 66662 and SUZANNE G. BAKER, Assistant Secretary of said Bank, are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

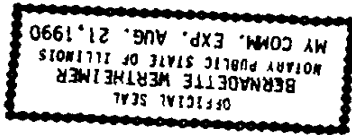


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Property of Cook County Clerk's Office



My Commission Expires:

*Bernadette Wermelmer*  
Notary Public

I, *Bernadette Wermelmer*, a Notary Public in and for said County of Cook, State of Illinois, do hereby certify that *Richard G. Furr*, President of The Prudential Insurance Company of America, a New Jersey corporation, and *David Diamond*, Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal on this *21st* day of *January*, 1989.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS

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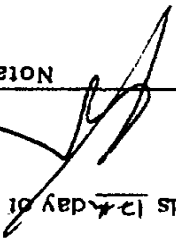
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Property of Cook County Clerk's Office

OFFICIAL SEAL  
PATRICIA G. LAWRENCE  
Notary Public, State of Illinois  
My Commission Expires 8/28/91

PATRICIA G. LAWRENCE  
Notary Public  
My Commission Expires 8/28/91

My Commission Expires: 8/28/91

  
Notary Public

I, PATRICIA G. LAWRENCE, a Notary Public in and for said County in the State aforesaid, do hereby certify that Demetrios Dellaportas, sole general partner of P & D Partners, Ltd., No. 101, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein. GIVEN under my hand and notarial seal on this 12 day of January, 1989.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

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## EXHIBIT A

### Legal Description

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24 WITH THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24 A DISTANCE OF 1223.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 TO A POINT DISTANCE 70.00 FEET WEST MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24, A DISTANCE OF 1173.78 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 89 DEGREES 11 MINUTES AND A RADIUS OF 50.00 FEET, A DISTANCE OF 78.26 FEET TO POINT OF TANGENCY, DISTANT 10.00 FEET SOUTH AS MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF 159TH STREET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF 159TH STREET A DISTANCE OF 314.28 FEET TO A POINT; THENCE NORTHWESTERLY IN A STRAIGHT LINE A DISTANCE OF 207.24 FEET TO A POINT ON SAID SOUTHERLY LINE OF 159TH STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF 159TH STREET A DISTANCE OF 641.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THE WEST 410.00 FEET LYING SOUTH OF THE SOUTH LINE OF 159TH STREET (AS DEDICATED BY DOCUMENT NO. 10909313) OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 30.00 FEET OF THE NORTH 435.01 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

ALSO SAVE AND EXCEPT, HOWEVER, THE FOLLOWING DESCRIBED PORTION:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THEN SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 109.80 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 WITH THE EAST LINE OF SECTION 24; THEN WESTERLY ALONG THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 89.65 FEET; THEN SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THEN WESTERLY ALONG A LINE PARALLEL TO AND 20.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 A DISTANCE OF 265.24 FEET; THEN SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 39 MINUTES 26 SECONDS MEASURED FROM EAST TO SOUTH WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 239.81 FEET THEN EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 112.00 FEET THEN SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE 46.09 FEET; THEN EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED

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LINE A DISTANCE OF 173.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE; THEN NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE A DISTANCE OF 244.50 FEET TO A POINT OF CURVATURE; THEN NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONCAVE TO THE SOUTHWEST HAVING A RADIUS 50.00 FEET AND A CENTRAL ANGLE OF 52 DEGREES 46 MINUTES AND 6 SECONDS A DISTANCE OF 46.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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T:2222 TRAM 6:05 02/07/89 14:31:00  
42479 3 R \*-89-0186964  
COOK COUNTY RECORDER

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22<sup>00</sup> Mail