

132 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

133 THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT  
136 (this "Agreement") is made as of the 27th day of March, 1989 between AMERICAN  
137 NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter called "Mort-  
138 gagee"), which has an office at 33 North LaSalle Street, Chicago, Illinois 60690 (Attn:  
139 Mr. Terry D. Senger) and WHITE GLOVE, INC., a Pennsylvania corporation (hereinafter  
140 called "Tenant"), which has an office at c/o Tony Banker, 2 Radner Corp. Center, Suite  
141 330, Radner, Pennsylvania 19087.

144 WITNESSETH:

146 WHEREAS, Tenant has entered into that certain lease dated July 11, 1988, with  
147 American National Bank and Trust Company of Chicago, as Trustee under Trust Agree-  
148 ment dated March 23, 1988 and known as Trust No. 104975-01 (hereinafter referred to  
149 as "Landlord") as lessor, which lease covers certain premises (the "Premises") in  
150 Building 2 in that certain real property (the "Property") commonly known as 1419-1431  
151 West Shakespeare, Chicago, Cook County, Illinois and more particularly described on  
152 Exhibit A attached hereto and made a part hereof (herein, said lease agreement,  
153 together with any and all amendments, modifications, extensions, renewals, consolida-  
154 tions and replacements thereof now existing or hereafter entered into, are collectively  
155 called the "Lease");

157 WHEREAS, Mortgagee has made a loan to Landlord, which is secured by the lien  
158 of that certain Construction Mortgage dated March 27, 1989 from the Landlord to  
159 the Mortgagee and recorded in the Office of the Recorder of Deeds, Cook County, Illi-  
160 nois as Document No. 89146984 (herein, together with all  
161 amendments, modifications, extensions, renewals, consolidations and replacements  
162 thereof now existing or hereafter entered into, collectively called the "Mortgage") on  
163 the Property; and

165 WHEREAS, the parties hereto desire to set forth their agreement as hereinafter  
166 set forth.

168 NOW, THEREFORE, in consideration of the premises and of the sum of One Dol-  
169 lar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which  
170 are hereby acknowledged, it is hereby agreed as follows:

172 1. The Lease (including all of the terms, covenants and provisions thereof) is  
173 and shall be subject and subordinate to the Mortgage, to the full extent of any and all  
174 amounts from time to time secured thereby and interest thereon and to any extensions,  
175 modifications, amendments or supplements thereto. Tenant agrees not to subordinate  
176 the Lease to any lien or encumbrance other than the Mortgage, without the express  
177 written consent of Mortgagee, provided that this paragraph shall not prohibit  
Tenant from assigning its leasehold interest in accordance with the Lease.

179 2. Tenant, for itself and its successors and assigns, agrees that it will attorn  
180 to and recognize Mortgagee or any purchaser of the Property at a foreclosure sale  
181 under the Mortgage or any transferee, including Mortgagee, who acquires the Property  
182 by deed in lieu of foreclosure or otherwise, and the successors and assigns of such pur-  
183 chaser or transferee (herein, Mortgagee and each such other party is called a "New

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185 Landlord"), as its landlord for the unexpired balance (and any extensions or renewals, if  
186 previously, at that time or thereafter exercised by Tenant) of the term of the Lease  
187 upon the same terms and conditions set forth in the Lease, so that the Lease shall  
188 remain in full force and effect as a direct indenture of lease between Tenant and such  
189 New Landlord, with the same force and effect as if originally entered into by such par-  
190 ties. Tenant and the New Landlord shall promptly execute and deliver such instruments  
191 that either of them may reasonably request of the other to evidence such attornment  
192 and acceptance thereof and the recognition of the parties of all of the terms, provi-  
193 sions, covenants and privileges contained in the Lease.

194  
195 3. Mortgagee, for itself and its successors and assigns, and for any other New  
196 Landlord hereby covenants and agrees with Tenant that in the event Mortgagee or  
197 other New Landlord shall commence any proceedings to foreclose the Mortgage for any  
198 reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in  
199 lieu thereof or otherwise, provided Tenant is not then in default under the Lease, and so  
200 long as Tenant is not in default under the Lease, that: (a) the Lease shall, in accor-  
201 dance with its terms, remain in full force and effect as a direct indenture of lease  
202 between Mortgagee, or such other New Landlord (as the case may be), and Tenant, with  
203 the same force and effect as if originally entered into with Mortgagee, or such other  
204 New Landlord (as the case may be); and (b) Tenant's possession of the Premises and  
205 Tenant's rights and privileges under the Lease shall not be diminished, interfered with  
206 or disturbed by such Mortgagee or such other New Landlord by such foreclosure under  
207 the Mortgage or by any such attempt to foreclose or to succeed to the interests of  
208 Landlord by foreclosure, deed in lieu thereof or otherwise.

and 7

210 4. Notwithstanding any provisions of Paragraph 3 hereof to the contrary, in  
211 the event of any foreclosure of the Mortgage or conveyance in lieu of foreclosure,  
212 Mortgagee and Tenant agree that neither Mortgagee, its successors or assigns, nor any  
213 New Landlord shall in any way or to any extent (i) be bound by any previous modifica-  
214 tion or amendment of the Lease or by any previous prepayment of security deposit, rent  
215 for a period greater than one (1) month or any other sums deposited with the Landlord  
216 under the Lease unless such modification, amendment, prepayment or payment shall  
217 have been expressly approved in writing and received by Mortgagee, or its successors or  
218 assigns, (ii) be liable to Tenant for any act or default on the part of the Landlord under  
219 the Lease of which Mortgagee, or its successors or assigns, did not receive notice of  
220 from Tenant or by Landlord prior to Mortgagee, or its successors or assigns, succeeding  
221 to the rights of Landlord under the Lease, or (iii) be required to indemnify Tenant under  
222 the terms of the Lease with respect to any claim arising out of a breach of warranty of  
223 the Landlord or any acts or defaults of Landlord of which Mortgagee, or its successors  
224 or assigns, did not receive notice of from Tenant prior to Mortgagee, or its successors  
225 or assigns, succeeding to the rights of Landlord under the Lease; and Tenant shall have  
226 no right to assert the same or any damages or claim for remedy arising therefrom as an  
227 offset or defense against Mortgagee, its successors or assigns or the New Landlord.

229 5. Each notice, demand or other communication in connection with this  
230 Agreement shall be in writing and shall be deemed to be given to and served upon the  
231 addressee thereof on the earlier of (i) actual delivery to such addressee at its address  
232 set out above, or (ii) the second business day after the deposit thereof in the United  
233 States mails, registered or certified mail, return receipt requested, first-class postage  
234 prepaid, addressed to such addressee at its address set out above. By notice complying  
235 with this section, any party may from time to time designate a different address in the

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237 continental United States as its address for the purpose of the receipt of notice hereun-  
238 der.  
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240 6. In the event the Mortgagee or other New Landlord shall succeed to the  
241 interests of the Landlord under the Lease prior to completion of the construction of the  
242 initial improvement of the Premises, Mortgagee or other New Landlord shall have the  
243 option to either (i) complete said improvements or (ii) terminate the Lease. In the  
244 event that Mortgagee or other New Landlord elects to complete said improvements,  
245 then, notwithstanding anything to the contrary herein contained, the Mortgagee or  
246 other New Landlord shall not be:

249 a. liable for any act or omission of the Landlord;

251 b. obligated or liable to Tenant for any security deposit or other sums  
252 deposited with Landlord under the Lease and not physically delivered to Mort-  
253 gagee or other New Landlord;

255 c. subject to any off-sets or defenses which Tenant might have had  
256 against Landlord;

258 d. bound by any rent or additional rent which Tenant may have paid  
259 more than one month in advance in Landlord; or

261 e. bound by any amendment or modification of the Lease made  
262 without the consent of Mortgagee subsequent to the date hereof.  
263

265 7. In the event the Mortgagee or other New Landlord shall succeed to the  
266 interests of the Landlord under the Lease after the completion of the initial improve-  
267 ment of the Premises, then, notwithstanding anything to the contrary herein, the Mort-  
268 gagee or other New Landlord shall not be:

271 a. liable for any act or omission of the Landlord;

273 b. obligated or liable to Tenant for any security deposit or other sums  
274 deposited with Landlord under the Lease and not physically delivered to Mort-  
275 gagee or other New Landlord;

277 c. subject to any off-sets or defenses which Tenant might have had  
278 against Landlord;

280 d. bound by any rent or additional rent which Tenant may have paid  
281 more than one month in advance in Landlord; or

283 e. bound by any amendment or modification of the Lease made with-  
284 out the consent of Mortgagee subsequent to the date hereof.

287 8. This Agreement shall be binding upon and shall inure to the benefit of the  
288 parties hereto, and their respective successors and assigns.

290 9. This Agreement shall remain in full force and effect until such time as  
291 the Mortgage is released of record.

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294 10. The parties hereto agree that this Agreement may be recorded in the pub-  
295 lic records of Cook County, Illinois.

297 11. This Agreement may be executed in any number of counterparts and by  
298 each of the undersigned on separate counterparts, and each such counterpart shall be  
299 deemed to be an original, but all such counterparts shall together constitute but one and  
300 the same Agreement.

303 IN WITNESS WHEREOF, the parties hereto have executed and delivered this doc-  
304 ument as of the day and year first above written.

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## MORTGAGEE:

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AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO

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315  
316

By: Terry D. Decker  
Name: TERRY D. DECKER  
Title: OFFICER

319

## TENANT:

321  
322

WHITE GLOVE, INC.,  
a Pennsylvania corporation

325  
326  
327

By: A. S. Moses  
Name: A. S. Moses  
Title: V.P.



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332 STATE OF ILLINOIS  
333 }  
334 COUNTY OF COOK } 88

338 I, Elisabeth M. Powers, a Notary Public, in and for said County, in  
339 the State aforesaid, DO HEREBY CERTIFY that Larry N. Leary,  
340 Officer of American National Bank and Trust Company of Chicago, a  
341 national banking association is personally known to me to be the same person whose  
342 name is subscribed to the foregoing instrument as such Officer,  
343 appeared before me this day in person and acknowledged that he signed and delivered  
344 said instrument as his own free and voluntary act and as the free and voluntary act of  
345 said Bank/Trust Company for the uses and purposes therein set forth.

347 GIVEN under my hand and Notarial Seal, this 12<sup>th</sup> day of April,  
348 A.D., 1988.

352  
353

Elisabeth M. Powers  
Notary Public

355 My Commission Expires: \_\_\_\_\_



360 This instrument was prepared by (and after  
361 recordation return this instrument to):

363 Ross S. Meltzer, Esq.  
364 Rudnick & Wolfe  
365 203 N. LaSalle Street, Suite 1800  
366 Chicago, Illinois 60601

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369 STATE OF Delaware

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371 COUNTY OF Delaware

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I, Maureen M. White, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John J. Stover is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a vice president of White Glove, Inc., a Pennsylvania corporation, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

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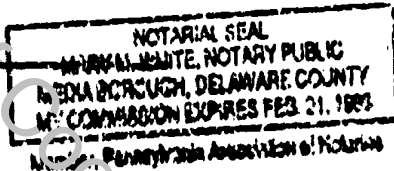
WITKN under my hand and Notarial Seal, this 3rd day of March A.D., 1968.

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387

Maureen M. White  
Notary Public

391 My Commission Expires:



DEPT-01

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T4111 TRNN 049R 02/10/89 14:00:00  
02259 # 0 # -157-171583  
DELR COUNTY RECORDER

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## EXHIBIT A

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## LEGAL DESCRIPTION

400 PARCEL 1:

402 LOTS 1 AND 2 IN BLOCK 3 IN WILLIAM F. DOMINICK'S SUBDIVISION OF LOTS 1, 2  
403 AND 3 IN BLOCK 14 IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWN-  
404 SHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
405 COUNTY, ILLINOIS;

407 PARCEL 2:

409 LOTS 11 AND 12 IN BLOCK 3 IN DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN  
410 BLOCK 14 IN SHEFFIELD ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTH  
411 WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
412 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

414 PARCEL 3:

416 LOTS 19 TO 20, BOTH INCLUSIVE IN BLOCK 3 IN DOMINICK'S SUBDIVISION OF LOTS  
417 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELDS ADDITION TO CHICAGO IN THE NORTH  
418 WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
419 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

421 COMMONLY KNOWN AS: 2114-30 NORTH SOUTHFORT AVENUE & 1419-31 WEST  
422 SHAKESPEARE AVENUE, CHICAGO, ILLINOIS

423 P.L.M.: 14-32-122-026/016/018/028

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