

(2) In the event it should become necessary to foreclose the mortgage, the mortgagee thereunder will not join the Tenant under said lease in foreclosure proceedings if not required under state law and so long as the Tenant is not in default under any of the terms, covenants, or conditions of said lease, provided, however, the mortgagee will give the Tenant prompt notice of the commencement of said foreclosure proceedings. In the event of default by Landlord or its successor in interest under the terms of the mortgage and not necessarily after the commencement of foreclosure proceedings, Tenant shall make all lease rental payments to the mortgagee in lieu of the Landlord pursuant to the Landlord's assignment of rents upon written notice to Tenant.

(1) Said lease is and shall be subject and subordinate to the terms of the mortgage insofar as it affects the real property legally described in Exhibit "A" attached hereto and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.

as follows:
 the receipt of which is hereby acknowledged. It is hereby agreed sum of one dollar (\$1.00) by each party in hand paid to the other, NOW THEREFORE, in consideration of the premises and of the subject to the terms of the mortgage, "DOC. #3766584"

WHEREAS, the Tenant desires to be assured of continued occupancy of such premises under the terms of said lease and subject to the terms of the mortgage, "DOC. #3766584" and that said lease is subordinated to the lien of the mortgage, "and \$1,400,000.00 (the "Mortgage") to the Landlord, provided, however, WHEREAS, the mortgagee has agreed to make a mortgage loan of March 31, 1988, with THE STEEL CITY NATIONAL BANK as trustee under the terms and provisions of a certain trust agreement dated March 31, 1988, and known as Trust No. 3029, hereinafter called the "Landlord", covering premises in a certain building known as 1479 Agency Court, Calumet City, Illinois, as legally described on Exhibit "A" attached hereto; and

W I T N E S S E T H :

THIS SUBORDINATION AND NONDISTURBANCE AGREEMENT is dated the 1st day of December, 1988, between WISCONSIN NATIONAL LIFE INSURANCE COMPANY, hereinafter called the "Mortgagee", and DUNKIN' DONUTS MID-WEST DISTRIBUTION CENTER, INC., a Delaware corporation, hereinafter called the "Tenant".

SUBORDINATION AND NONDISTURBANCE AGREEMENT

89223003

89223003

8/14/88

7-19-1988

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89273003

Property of *Copyright Office*

LESSOR: Dunkin' Donuts Mid-West Distribution Center, Inc.
5 Pocella Park Drive
Randolph, MA 02368
ATTN: Mr. Chris Boras

LESSEE: Oshkosh, WI 54902-0740
220 Washington Avenue
Company
ATTN: Mr. David G. Diercks

MORTGAGEE: Wisconsin National Life Insurance Company

(5) All notices provided to be given under this agreement shall be given by United States registered or certified mail, return receipt requested, addressed to the proper party at the following addresses or to such other addresses as either party may furnish to the other in writing:

(4) In the event of any default or alleged defaults by the landlord or subsequent landlord under any of the terms, covenants and conditions of the Lease, Tenant shall provide Mortgagee with written notice of said default served on the Landlord by certified or registered mail, return receipt requested, so as to allow the Mortgagee the opportunity to cure said default under and pursuant to the terms of the Mortgage.

(11) Bound by any amendment or modification of the Lease made without its written consent.

(1) Bound by any monthly rent or additional rent which the Tenant might have paid for more than one (1) month in advance;

(3) In the event that the Mortgagee shall, in accordance with the foregoing, succeed to the interest of the Landlord under such Lease, the Mortgagee agrees (a) that the Tenant's right to possession will not be disturbed so long as the Tenant is not in default under such Lease, (b) to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and (c) the Tenant shall, from and after such event, have the same remedies against the Mortgagee for its breach of an agreement contained in the Lease that the Tenant might have had under the Lease against the Landlord if the Mortgagee had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee shall not be

UNOFFICIAL COPY

Property of Cook County Clerk's Office

I, Betty L. Parker, a Notary Public in and for
and residing in said county, in the State aforesaid, DO HEREBY
CERTIFY THAT David G. Dierckx Assistant Vice
President of the WISCONSIN NATIONAL LIFE INSURANCE COMPANY and
John M. Diller Assistant Secretary of said company,
 personally known to me to be the same persons whose names are
 subscribed to the foregoing instrument as such Assistant Vice
 President and Assistant 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 company, for the uses
 and purposes therein set forth; and the said Assistant Secretary
 then and there acknowledged that said Assistant Secretary as
 custodian of the corporate seal of said company, did affix the
 corporate seal of said company to said instrument as said

89273003

STATE OF WISCONSIN)
)
) SS:)
) COUNTY OF WINNEBAGO)

(Corporate Seal)

(Corporate Seal)

BY: *[Signature]*
 President
 DUNKIN' DONUTS MID-WEST
 DISTRIBUTION CENTER, INC.
 ATTEST: *[Signature]*
 Secretary
 (Corporate Seal)

BY: *[Signature]*
 Vice President
 WISCONSIN NATIONAL LIFE
 INSURANCE COMPANY
 ATTEST: *[Signature]*
 Assistant Secretary
 (Corporate Seal)

(6) That this instrument shall be assignable by the
 Mortgagee and all of the terms and provisions hereof shall be
 binding upon and inure to the benefit to the respective legal
 representatives, successors and assigns of each of the parties
 hereto.
 (7) That this Agreement compliments the Tenant's Attornment
 and Estoppel Certificate to Mortgagee and any inconsistencies
 between these documents shall be governed by the Tenant's
 Attornment and Estoppel Certificate to Mortgagee.
 IN WITNESS WHEREOF, the parties hereto have executed these
 presents the day and year first above written.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0 0 2 7 3 0 1 3

I, Barbara J. Davenport, a Notary Public in and for
 and residing in said county, in the State of Illinois, DO HEREBY
 CERTIFY THAT Lee Klaus
 President of the DUNKIN' DONUTS MID-WEST DISTRIBUTION CENTER, INC.
 and Chris Boras
 Assistant Secretary of said
 company, personally known to me to be the same persons whose names
 are subscribed to the foregoing instrument as such Assistant Vice
 President and Assistant 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 company, for the uses
 and purposes therein set forth, and the said Assistant Secretary
 then and there acknowledged that said Assistant Secretary is
 custodian of the corporate seal of said company, did affix the
 corporate seal of said company to said instrument as said

STATE OF ILLINOIS
)
) COUNTY OF COOK
)
) SS:)

 August 26, 1990
 Commission Expires:
 NOTARY PUBLIC
Barbara J. Davenport

GIVEN under my hand and Notarial Seal this 30th day of
 January, 1989.
 Assistant Secretary's own free and voluntary act and as the free
 and voluntary act of said company, for the uses and purposes
 therein set forth.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 9 2 7 3 0 0 5

NOV 21 1989
COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

RUSSELL R. CUSTER, JR.
LILLIG & THORNESS, LTD.
1900 Spring Road - Suite 210
Oak Brook, IL 60521

THIS INSTRUMENT PREPARED BY:

[Handwritten Signature]

OFFICIAL SEAL
ROBERTA L. SAMMON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/4/92

Commission Expires:

NOTARY PUBLIC

GIVEN under my hand and Notarial Seal this 13th day of January, 19 89.

Notary Secretary's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

UNOFFICIAL COPY

COPIES

Handwritten signature

1989 JUN 15 PM 3 32

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3802501

3802501

DELIVER TO	CTI
------------	-----

BOX 300

IN DUPLICATE

136 S 2330
10

89-273003

Property of Cook County Clerk's Office

- DEPT-01 317.00
- T43333 TRAN 0851 06/15/89 15:49:00
- 62099 & C *-89-273003
- COOK COUNTY RECORDER

Property of Cook County Clerk's Office

Commonly known as: 1479 Regency Court
Calumet City, Illinois

Permanent Tax No. 29-24-400-027-0000

Lot 8 in Klover Oaks West Business Park, being a subdivision of
part of the East Half of Section 24, Township 36, Range 14 East of
the Third Principal Meridian, in Cook County, Illinois, according
to the Plat thereof recorded in the Recorder's Office of Cook
County, Illinois, on August 26, 1976 as Document No. 23612570.

LEGAL DESCRIPTION

EXHIBIT "A" TO
SUBORDINATION AND NONDISTURBANCE AGREEMENT
DATED DECEMBER 1, 1988 BETWEEN WISCONSIN NATIONAL
LIFE INSURANCE COMPANY AND DUNKIN' DONUTS MID-WEST
DISTRIBUTION CENTER, INC.

UNOFFICIAL COPY

Property of Cook County Clerk's Office