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SUBORDINATION AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENMENT AGREEMENT ("Agreement"), made as of this 15th day of June, 1989, executed by White Hen Pantry Inc., a Delaware corporation, having its principal office at 660 Industrial Drive, Elmhurst, Illinois, 60126 ("Tenant") and for the benefit of BERSKSHIRE LIFE INSURANCE COMPANY, having an office at 700 South Street, Pittsfield, Massachusetts, 01201 ("Mortgagee").

W I T N E S S E T H:

WHEREAS, American National Bank and Trust Company of Chicago as trustee under trust agreement dated November 17, 1987 and known as trust number 104043-09 ("Landlord") and Tenant have entered into a lease (the "Lease") dated as of November 29, 1988 of certain premises (the "Premises") situated in Chicago, Illinois, which are a part of that certain parcel of real property (the "Project") legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, in conjunction with a certain loan from Mortgagee to Landlord, Landlord is about to make, execute and deliver to Mortgagee a certain promissory note (the "Note") secured by a Mortgage and Security Agreement (the "Mortgage") creating a lien on the Project; and

WHEREAS, the Lease will be assigned by Landlord to Mortgagee as further security for the Note,

NOW, THEREFORE, in consideration of Ten and No/100 dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Tenant, intending to be legally bound hereby, covenants and agrees as follows:

1. The Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

2. If Mortgagee or any successor or assignee of Mortgagee shall succeed to the rights of Landlord under the Lease, whether through possession, termination or cancellation of the Lease, surrender, assignment, judicial action, sublettings, foreclosure action or delivery of a deed or otherwise, Tenant will attorn to and recognize Mortgagee or such successor-landlord as Tenant's landlord.

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3. Mortgagee and any successor or assignee of Mortgagee shall not be liable for any default by Landlord under the Lease occurring prior to the date on which Mortgagee shall have succeeded to the right of Landlord under the Lease.

4. Tenant will not terminate or cancel the Lease or the term thereof by reason of a default by Landlord thereunder unless and until Tenant has given written notice of the default at the same time Landlord is notified thereof, at the addresses stated below or such other address designated in writing to Tenant, and has afforded Mortgagee such time as under the Lease is granted to Landlord to remedy the particular default. For the purposes of this paragraph 4, notice shall be provided to:

Berkshire Life Insurance Company
700 South Street
Wittsfield, Massachusetts 01201
Attention: Bradley Klose, Esq.

with a copy to

Donald J. Galen, Esq.
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

5. (a) Tenant will not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment.

(b) After notice from Mortgagee to Tenant at the Premises, Tenant will pay to Mortgagee, or to such person or firm designated by Mortgagee, or to such person or firm designated by Mortgagee, all rentals and other monies due and to become due Landlord under the Lease.

(c) After the date hereof, no amendment or modification of the Lease entered into between Tenant and Landlord, which might materially and adversely affect the security lien of Mortgagee, shall be valid as against Mortgagee, its successors and assigns, unless Mortgagee has approved such amendment or modification in writing.

6. This Agreement shall continue in effect until payment in full of all sums due from Landlord to Mortgagee under the Note and the Mortgage.

7. This Agreement shall inure to the benefit of and be binding upon the Tenant and its heirs, executors, distributees, administrators, legal representatives, successors and assigns and may not be modified orally or by any course of conduct other than

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except by a written instrument signed by both the Tenant and Mortgagee.

IN WITNESS WHEREOF, the Tenant has caused this Agreement to be duly executed under seal as of the day and year first above written.

White Hen Pantry Inc.

By: *George J. Baird*
His: Senior Vice President

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[SEAL]

Attest:

By: *Katherine Spivey*
His: Secretary

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF ~~WALKER~~ DUPAGE)

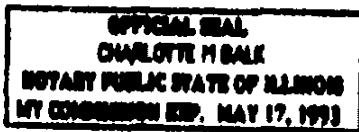
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that George S. Davis, personally known to me to be the Senior Vice President of the White Hen Pantry, Inc. and Robert Smith, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of June, 1989.

Charlotte M. Balk
Notary Public

My commission expires:

May 17, 1993



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EXHIBIT A

LEGAL DESCRIPTION

Lot 5, 6, 7 and 8 in Block 2 (except that part taken for widening Milwaukee Avenue) in Harvey Hill and Company's Subdivision of that part of the Southeast 1/4 of fractional Section 5, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at a point 1.38 chains South of the Northwest corner of said 1/4 Section, running thence South on West line of said 1/4 Section, 1128.15 feet more or less to center of Milwaukee Plank Road; thence running Southeasterly along center of said Road, 602.5 feet; running thence North parallel with the West line of said 1/4 Section, 1387.9 feet more or less to center of Elston Road; thence Northwest along center of said Road, 418.5 feet to place of beginning, according to the plat of said Subdivision recorded January 6, 1915 as document 5557020, in Cook County, Illinois.

Permanent Index Nos. 13-05-408-016
13-05-408-017
13-05-408-018
13-05-408-019

Street Address: 5777, 5779, 5783, 5785, 5787 & 5789
North Milwaukee Avenue
Chicago, Illinois

MAIL TO
Box 45

13-05-408-019

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