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**AGREEMENT OF SUBORDINATION,  
NON-DISTURBER AND ATTORNMENT**

THIS AGREEMENT OF SUBORDINATION, NON-DISTURBER AND ATTORNMENT (this "Agreement") made the 7<sup>th</sup> day of October, 1988, by and among TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation, having its principal office and post office address at 730 Third Avenue, New York, New York 10017 (hereinafter called "Teachers"), LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. 113495, having its principal office and post office address at 135 South LaSalle Street, Chicago, Illinois 60603 ("Ground Lessor") and FEDERATED DEPARTMENT STORES, INC., a Delaware corporation having its principal office and post office address at 7 West Seventh Avenue, Cincinnati, Ohio 45202 (hereinafter called "Tenant").

DEPT-01 \$22.00  
T#1111 TRAN 9369 08/22/89 14:57:00  
#3024 \*A \*-39-391564  
COOK COUNTY RECORDER

**W I T N E S S E T H:**

WHEREAS, Ground Lessor is or is about to become the owner in fee simple of those certain premises situate, lying and being in the City of Chicago, County of Cook, State of Illinois, as more particularly described in Exhibit A attached hereto (the "Demised Premises"); and

WHEREAS, under the terms of a certain Lease Agreement dated October 7, 1988 (hereinafter called "Ground Lease"), a short form of which has been recorded on October 7, 1988 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 88-46426, Ground Lessor did lease, let and demise the Demised Premises to LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated March 1, 1984 and known as Trust No. 107701 (hereinafter called "Landlord") for a term of approximately 75 years ending on June 30, 2064, upon the terms and conditions therein more particularly set forth;

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WHEREAS, Teachers is or is about to become the owner and holder of certain promissory notes dated 10/7/88, secured by Mortgage and Security Agreements (the "Mortgages"), recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Nos. <sup>88-464427</sup> ~~88-464428~~ 88-464429 constituting a lien upon the leasehold estate created by the Ground Lease;

WHEREAS, under the terms of a certain lease dated August 10, 1984, as amended by amendments dated December 17, 1985 and November 17, 1986 (hereinafter called "Sublease"), Landlord did lease, let and demise, subject to the Ground Lease, a portion of the Demised Premise as therein more particularly described; and

WHEREAS, the parties hereto desire to establish additional rights of quiet and peaceful possession for the benefit of tenant under the Sublease ("Tenant") and further to define the terms, covenants and conditions precedent for such additional rights.

NOW, THEREFORE, in consideration of the respective demises and of the sum of One (\$1.00) Dollar and other good and valuable consideration, each to the other in hand paid, it is hereby mutually covenanted and agreed as follows:

1. That Ground Lessor does hereby represent, covenant and warrant:

- (a) That the Ground Lease is in full force and effect and unmodified.
- (b) That there is no existing default under the provisions of the Ground Lease or in the performance of any of the terms, covenants, conditions or warranties thereof on the part of either Ground Lessor or Landlord to be observed and performed thereunder.

2. That Ground Lessor and Teachers consents to and approves the Sublease.

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3. That Teachers and Tenant do hereby consent and agree that the Mortgages shall be and the same are hereby made SUBORDINATE to the Sublease with the same force and effect as if the Sublease had been executed, delivered and recorded prior to the execution, delivery and recording of the Mortgages,

EXCEPT, HOWEVER, that this Subordination shall not affect nor be applicable to and does hereby expressly exclude:

- (a) Except as otherwise provided in the Sublease, the prior right and claim under, and prior lien of, the Mortgage in, to and upon any award or other compensation theretofore or hereafter to be made for any taking by eminent domain of any part of the Demised Premises, and as to the right of disposition thereof in accordance with the provisions of the Mortgage,
- (b) The prior right and claim under, and the prior lien of, the Mortgage in, to and upon any proceeds payable under all policies of fire and rent insurance upon the Demised Premises and as to the right of disposition thereof in accordance with the terms of the Mortgage, and
- (c) Any lien, right, power or interest, if any, which may have arisen or intervened in the period between the recording of the Mortgage and the execution of the Sublease or any judgment which may arise at any time under the terms of the Sublease.

4. That in the event of the cancellation or termination of the Ground Lease or of the surrender thereof, whether voluntary, involuntary or by operation of law, prior to the expiration date of the Sublease, including any extensions and renewals of the Sublease now provided thereunder, and subject to the observance and performance by Tenant of all of the terms, covenants and conditions of the Sublease on the part of Tenant to be observed and performed, Ground Lessor or Teachers (as leasehold mortgagee fol-

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lowing the exercise of the option to obtain a new ground lease or extend the Ground Lease as provided in the Ground Lease) does hereby covenant and warrant as follows:

- (a) The quiet and peaceful possession of Tenant under the Sublease;
- (b) That the Sublease shall continue in full force and effect and Ground Lessor or Teachers, as the case may be, shall recognize the Sublease and the Tenant's rights thereunder and will thereby establish direct privity of estate and contract as between Ground Lessor or Teachers, as the case may be, and Tenant, with the same force and effect and with the same relative priority in time and right as though the Sublease were originally made directly from Ground Lessor or Teachers, as the case may be, in favor of Tenant, but not in respect of any amendment to such Sublease not previously approved in writing by Ground Lessor or Teachers, as the case may be;
- (c) To assume such of the obligations on the part of the Landlord under the Sublease for so long as Ground Lessor shall be the owner in fee of the Demised Premises or Teachers shall be in possession under the new Ground Lease aforesaid, as the case may be,

provided, however, Ground Lessor or Teachers, as the case may be, shall not in any way or to any extent be liable to Tenant:

- (1) For any past act or default on the part of the original or any prior landlord under the Sublease and Tenant shall have no right to assert same or any damages arising therefrom as an offset or defense against Ground Lessor or Teachers, as the case may be;

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(2) For the commencement or completion of any construction or any contribution toward construction or installation of any improvements upon the Demised Premises required under the Sublease, or any expansion or rehabilitation of existing improvements thereon, or for restoration of improvements following any casualty not required to be insured under such Sublease or for the costs of any restoration in excess of the proceeds recovered under any insurance required to be carried under such Sublease;

(3) For any prepayment of rent or deposit, rental security or any other sums deposited with the original or any prior landlord under such Sublease and not delivered to Ground Lessor or Teachers, as the case may be; or

(4) For any restriction on competition beyond the Demised Premises.

5. That in the event of the cancellation or termination of the Ground Lease or of the surrender thereof, whether voluntary, involuntary or by operation of law, prior to the expiration date of the Sublease, including any extensions and renewals of the Sublease now provided thereunder, Tenant hereby covenants and agrees to make full and complete attornment to Ground Lessor (or Teachers as ground lessee following the exercise of the option for a new ground lease or extended ground lease as aforesaid, as the case may be), for the balance of the term of the Sublease, including any extensions and renewals thereof, now provided thereunder, upon the same terms, covenants and conditions as therein provided, so as to establish direct privity of estate and contract as between Ground Lessor or Teachers, as the case may be, and Tenant and with the same force and effect and relative priority in time and right as though the Sublease were originally made directly from Ground Lessor or Teachers, as the case may be,

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to Tenant, and Tenant will thereafter make all rent payments thereafter directly to Ground Lessor or Teachers, as the case may be.

6. That the terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

7. This instrument is executed by the undersigned Trustee, LaSalle National Bank, not personally but solely as Trustee under the terms of that certain Trust Agreement dated September 1, 1988 and known as Trust No. 113495, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings, covenants, representations and agreements herein made are made and intended, not as personal undertakings, covenants, representations and agreements of the trustee individually, or for the purpose of binding it personally, but this instrument is executed and delivered by it as trustee solely in the exercise of the powers conferred upon it as such trustee under said Trust Agreement, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against it on account hereof or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto and by all persons claiming by, through or under said parties.

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IN WITNESS WHEREOF, the parties hereto have caused this writing to be signed, sealed and delivered in their respective names and behalf, and, if a corporation, by its officers duly authorized, the day and year first above written.

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By: Mary Beth Sandeford  
Its: ASSISTANT SECRETARY

ATTEST:

LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. 113495

By: Joseph J. Keller  
Its: ASSISTANT

By: Joseph M. Kelly  
Its: VICE PRESIDENT

## TENANT'S AGREEMENT

The undersigned, as Tenant under the Sublease herein described, does hereby accept and agree to the terms of the foregoing Agreement, which shall inure to the benefit of and be binding upon the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned.

ATTEST:

FEDERATED DEPARTMENT STORES, INC.

By: John P. Jones  
Its: Asst Secretary

By: Dennis J. [Signature]  
Its: Vice President

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STATE OF New York )  
COUNTY OF New York ) SS.

I, Romaine J. LoBono, the undersigned, a Notary Public in aforesaid County, in the State aforesaid, DO HEREBY CERTIFY THAT Harry Beth Sandford Asst. Secretary President of Teachers Insurance and Annuity Association of America, a New York corporation, and Asst. Secretary Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Asst. Secretary, respectively, 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 corporation, for the uses and purposes therein set forth; and said Asst. Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of November, 1983.

Romaine J. LoBono  
NOTARY PUBLIC

My Commission Expires:

ROMAINE J. LOBONO  
Notary Public, State of New York  
No. 41-4766129  
Qualified in Queens County  
Commission Expires September 30, 1990

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ROSEMARY J. LOONAN  
Notary Public, State of New York  
No. 41-58725A  
Commission Expires 12/31/2010  
Cook County Clerk's Office



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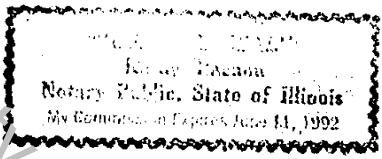
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Kathy Pacana, the undersigned, a Notary Public in aforesaid County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH W. LANG, VICE President of LA SALLE NATIONAL BANK, a national banking association, and Rosemary Collins, Assistant Secretary of said national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and Assistant Secretary, respectively, 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 national banking association, as Trustee under Trust No. 113495 for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said national banking association, did affix the corporate seal of said national banking association to said instrument as his free and voluntary act and as the free and voluntary act of said national banking association, as Trustee under Trust No. 113495 for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of November, 1988.

Kathy Pacana  
NOTARY PUBLIC

My Commission Expires:  
6-11-92



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STATE OF Ohio )  
COUNTY OF Hamilton ) ss.

I, JOHN K KEER, the undersigned, a Notary Public in aforesaid County, in the State aforesaid, DO HEREBY CERTIFY THAT Dennis T Brodeur, Vice President of Federated Department Stores, Inc., a Delaware corporation, and John R Sims, Assistant Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, 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 corporation, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of October, 1938.

John K Keer  
NOTARY PUBLIC

My Commission Expires:

JOHN K KEER  
Notary Public, State of Ohio  
My Commission Expires June 22, 1939

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## EXHIBIT A

### Legal Description of Commercial Parcel

#### PARCEL ONE:

All that leasehold estate (except the last day of the Initial Term thereof unless extended, in which case excepting the last day of the extended term) created by, and all of the right, title and interest of the Mortgagor as lessee in, to and under that certain Lease Agreement dated October 7, 1988 between La Salle National Bank, Trust No. 113495, as Lessor, and La Salle National Bank, Trust No. 107701 (Mortgagor), as Lessee, a memorandum of which was recorded October 7, 1988 as Document No. 88-464, 426 and the First Amendment to said Lease, a memorandum of which Amendment was recorded May 10, 1989 as Document No. 89-209932 (herein called "Ground Lease"), which Ground Lease demises and leases for a term commencing October 7, 1988 and expiring at midnight on June 30, 2064 the following described land (excepting and excluding all right, title and interest of Grantor [as reserved in the deed from La Salle National Bank, Trust No. 107701, to La Salle National Bank, Trust No. 113495, recorded October 7, 1988 as Document No. 88-464425] in and to the buildings and improvements, or portions thereof, then or thereafter existing on or within said land, which interest shall terminate on the expiration, or sooner termination, of the Ground Lease) together with all rights and privileges of said lessee as same relate to an interest in the following described land:

Lots 1, 2, 3, 6 and 7 in 900 North Michigan, being a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208433.

Permanent Tax Numbers: 17-03-212-004 Volume: 496  
Affects Lots 1 and 4 to 7  
17-03-212-003  
Affects Lots 1 and 4 to 7  
17-03-212-001  
Affects Lots 1 and 4 to 7  
17-03-212-002  
Affects Lots 1 and 4 to 7  
17-03-211-006  
Affects Lots 1 and 4 to 7  
17-03-211-007  
Affects Lots 1 and 4 to 7  
17-03-211-005  
Affects Lots 1 and 4 to 7  
17-03-211-003  
Affects Lots 1 and 4 to 7  
17-03-211-004  
Affects Lots 1 and 4 to 7  
17-03-211-019  
Affects Lots 1 and 3 to 7

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## EXHIBIT A

### Permanent Tax Numbers Continued:

17-03-211-002  
Affects Lots 1 and 4 to 7

17-03-211-001  
Affects Lots 1 and 3 to 7

17-03-211-009  
Affects Lots 1 and 4 to 7

17-03-211-016  
Affects Lots 1 and 4 to 7

17-03-211-017  
Affects Lots 1 and 4 to 7

17-03-211-015  
Affects Lots 1 and 4 to 7

17-03-210-008  
Affects Lot 2 and 3

17-03-210-007  
Affects Lot 2 and 3

17-03-210-009  
Affects Lot 2

17-03-210-004  
Affects Lot 2

17-03-210-003  
Affects Lot 2

17-03-210-002  
Affects Lot 2

17-03-210-014  
Affects Lot 2

17-03-210-013  
Affects Lot 2

17-03-210-011  
Affects Lot 2

Common Address: 900 North Michigan Avenue,  
Chicago, Illinois

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