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COOK COUNTY, ILLINOIS  
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1. The Lease (including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon.

NOW THEREFORE, in consideration of the premises and of the sum of one Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

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

WHEREAS, Mortgagee has agreed to make a loan to Landlord, to be secured by the lien of a mortgage (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof, and substitutions therefor, now existing or hereafter entered into, collectively called the "Mortgage") on the Property;

WHEREAS, Tenant has entered into that certain lease agreement dated May 20, 1988, with Lasalle National Bank, not individually but solely as Trustee under the terms of a Trust Agreement dated December 1, 1987 and known as Trust Number 111365 (hereinafter called "Landlord") as lessor, which lease agreement covers certain premises (the "Premises") in that certain real property (the "Property") commonly known as Riverpoint Shopping Center, Chicago, Cook County, Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (herein, said lease agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter, with the consent of Mortgagee, entered into, are collectively called the "Lease");

W I T N E S S E T H :

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 4 day of May, 1989 between JMB Mortgage Partners, Ltd.-IV, an Illinois limited partnership (hereinafter called "Mortgagee") which has an office at 900 N. Michigan Avenue, Suite 1900, Chicago, Illinois 60611-1950 and Apex International, Inc., an Illinois corporation (hereinafter called "Tenant"), which has an office at c/o Michael Chang, 1963 West Lawrence, Chicago, Illinois.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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APEX

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2-3

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2. Tenant, for itself and its successors and assigns, agrees that it will atorn to and recognize any purchaser of the property at a foreclosure sale under the mortgage or any transferee who acquires the property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the lease upon the same terms and conditions set forth in the lease.
3. Mortgagee, for itself and its successors and assigns, and for any purchaser at a foreclosure sale under the mortgage, any transferee who acquires the property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser and transferee (herein, "New Landlord") hereby covenants and agrees with Tenant that in the event mortgagee or other New Landlord shall commence any proceedings to foreclose the mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, provided Tenant is not then in default under the lease, and so long as Tenant is not in default under the lease, that: (a) the lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between mortgagee, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with mortgagee, or such other New Landlord (as the case may be); and (b) Tenant's possession of the premises and Tenant's rights and privileges under the lease shall not be diminished, interfered with or disturbed by such mortgagee or such other New Landlord by such foreclosure under the mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.
4. The Landlord's consent, approval or waiver under or with respect to the lease or the premises or any matter related thereto shall not be effective unless such consent, approval or waiver is accompanied by the written consent of the Tenant, without the prior written consent of mortgagee, the Tenant will not (a) enter into any agreement amending or terminating the lease, (b) cancel the term of, or surrender, the lease, or (c) assign or sublet all or any part of the premises, except only pursuant to any assignment or sublease which, under the express provisions of the lease, the Tenant is entitled to make without the consent of the Landlord.
5. The Tenant hereby agrees to provide mortgagee with written notice of any default under the lease by the Landlord and to provide mortgagee a period of thirty (30)

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times, heretofore or hereafter, and Tenant hereby forever amendment or amendments to either thereof made at any time or in connection with the Lease or this Agreement or any

have any personal liability, directly or indirectly, under or a partner of Mortgagee or such other New Landlord) shall (or of any partnership which is now or hereafter a partner of hereafter a partner of Mortgagee or such other New Landlord or of any partnership which is now or hereafter a partner of Mortgagee or such other New Landlord nor any present or future partner of Mortgagee or other New Landlord, and neither Mortgagee or such other New recovery of any judgment or damages from Mortgagee or such (c) Tenant shall look solely to the property for

moving into the premises or any portion thereof; and contribution towards the cost of preparing, furnishing or or the granting to Tenant of any credit, in the nature of a from Landlord, or (iii) any payment to Tenant of any sums, Landlord shall have actually received such security deposit security deposit made by Tenant to Landlord unless such New any prior Landlord (including Landlord), (ii) return of any Mortgagee) shall be liable for: (i) any act or omission of (B) No New Landlord (including, without limitation,

in writing by Mortgagee; any provision of the Lease, which has not been consented to by any amendment or modification to the Lease, or waiver of improvement to the premises or the property, or (iv) bond (iii) bound by any covenant to undertake or complete any month in advance to any prior Landlord (including Landlord), additional rent which Tenant shall have paid more than one Landlord (including Landlord), (ii) bound by any rent or counterclaims which Tenant might have against any prior (i) subject to any credits, offsets, defenses, claims or (A) Mortgagee or such other New Landlord shall not be:

Lease, Tenant agrees as follows: Landlord shall succeed to the interest of Landlord under the In the event that Mortgagee or any other New

the Lease. provide in the tenant certificate described in Section 22 of certificate containing the information Tenant is required to execute, acknowledge and deliver to Mortgagee an estoppel fifteen (15) days' prior written request by Mortgagee, to 6. Tenant agrees from time to time, upon not less than

default. that Mortgagee shall have no obligation to remedy any such the Lease. Notwithstanding the foregoing, Tenant agrees prior to exercising any right or remedy of the Tenant under under the circumstances) thereafter to remedy such default days (or such additional time as is reasonably required

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and irrevocably waives and releases any and all such personal liability. In addition, neither Mortgagee or other New Landlord nor any successor or assign of Mortgagee or such other New Landlord shall have at any time or times hereafter any personal liability, directly or indirectly, under or in connection with or secured by any agreement, lease, instrument, encumbrance, claim or right affecting or relating to the Property or the collateral (defined for purposes hereof as defined in the Mortgage) or to which the Property or the collateral is now or hereafter subject. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Mortgagee or such other New Landlord provided by law or by any other contract, agreement or instrument.

8. Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Tenant will not (a) enter into any subordination agreement with any person other than Mortgagee; or (b) agree to atorn to or recognize any purchaser of the Property at any foreclosure sale under any lien other than that of the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgage on the Property).

9. Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (i) actual delivery to such addressee at its address set out above, or (ii) the third business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee at its address set out above, with a copy to, in the case of communications to Tenant, and with a copy to, in the case of communications to Mortgagee, Mayer, Brown & Plesch, 190 South LaSalle Street, Chicago, Illinois 60603 (Attn: Robert E. Gordon). By notice complying with this section, any party may from time to time designate a different address in the 48-continuous continental United States as its address for the purpose of the receipt of notice hereunder.

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

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

Mortgagee

JMB MORTGAGE PARTNERS, LTD.-IV,  
an Illinois limited partnership

[SEAL]  
Attest:

By: JMB Mortgage Partners-IV, Inc.  
an Illinois corporation  
(a general partner)

By: Scott R. Price  
Name: Scott R. Price  
Vice President

Tenant  
APEX INTERNATIONAL, INC.,  
an Illinois corporation

Laura Gold Skinner  
Name: LAURA GOLD SKINNER  
Title: ASSISTANT SECRETARY

[SEAL]  
Attest:  
Name:  
Title:

This instrument prepared by  
(when recorded, return to):

Robert E. Gordon, Esq.  
Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603

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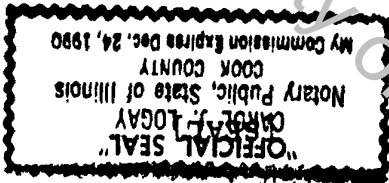
By: Michael Chang

Guarantor(s)

By the undersigned's execution hereof, the undersigned agrees(s) to the provisions of this document as of the day and year first above written.

CONSENT OF LEASE GUARANTORS (IF ANY)

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*Carol J. Logay*  
Notary Public

My Commission expires:

I, Carol Logay, a notary public in and for said county, in the state aforesaid, DO HEREBY CERTIFY THAT Scott R. Price and Laura Dold Skinner, personally known to me to be the Vice President and Assistant Secretary of JMB Mortgage Managers-IV, Inc., a corporation organized and existing under the laws of the State of Illinois, which corporation is personally known to me to be a general partner of JMB Mortgage Partners, Ltd.-IV, a limited partnership organized and existing under the laws of the State of Illinois, 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 acknowledged that as such they signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said corporation and by said partnership, as their free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of August, 1989.

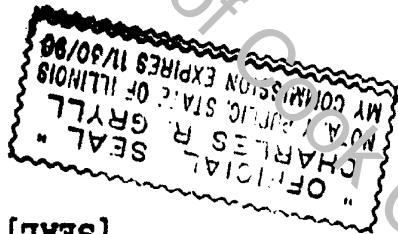
STATE OF ILLINOIS )  
 ) COUNTY OF COOK )  
 ) SS )

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[SEAL]

My commission expires:

GIVEN under my hand and notarial seal this 4 day of August, 1987

*Charles R. Gryll*  
Notary Public

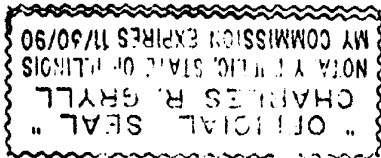
I, Charles R. Gryll, a notary public, do hereby certify that Myung C. Clow, personally known to me to be the President of Apex International, Inc., an Illinois corporation, and Myung C. Clow, personally known to me to be the secretary of said corporation, and personally known to me to be the same person whose name are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as Secretary of said corporation, 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.

STATE OF ILLINOIS )  
COUNTY OF Cook )  
SS



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[SEAL]

Notary Public

*Charles R. Gryll*

My commission expires: \_\_\_\_\_

I, the undersigned, a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT Michael Chang, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 7 day of July, 1989.

STATE OF ILLINOIS )  
COUNTY OF Cook )  
SS )

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A TRACT OF LAND IN THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH LINE OF CLYBOURN AVENUE; NORTH AND EASTERLY OF THE NORTH BRANCH OF THE CHICAGO RIVER AND WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, SAID TRACT OF LAND BEING MORE DEFINITELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF FULLERTON AVENUE WITH THE WESTERLY FACE OF THE CONCRETE DOCK CONSTRUCTED ON THE EASTERLY AND NORTHERLY SIDE OF THE NORTH BRANCH OF THE CHICAGO RIVER, SAID INTERSECTION BEING 24.0 FEET NORTH AND 999.58 EAST OF THE SOUTH AND WEST LINES RESPECTIVELY OF THE SOUTH EAST 1/4 OF SECTION 30 AFORESAID, THENCE EAST ALONG THE SAID NORTH LINE OF FULLERTON AVENUE BEING 24 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 126.38 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 125.96 FEET EAST OF SAID SOUTH AND WEST LINES RESPECTIVELY; THENCE CONTINUING EAST ALONG THE NORTH LINE OF FULLERTON AVENUE, A DISTANCE OF 503.26 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 15 FEET WESTERLY OF THE WESTERLY LINE OF THE ORIGINAL 66 FOOT RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 473.40 FEET TO A POINT 491.01 FEET NORTH AND 1,488.25 FEET EAST OF SAID SOUTH AND WEST LINES RESPECTIVELY OF THE SOUTH EAST 1/4 AFORESAID; THENCE NORTHWESTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST, TANGENT TO SAID PARALLEL LINE CONCENTRIC WITH THE ORIGINAL WESTERLY RIGHT OF WAY LINE AFORESAID AND HAVING A RADIUS OF 5,890.0 FEET, A DISTANCE OF 300.98 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 780 FEET NORTH OF THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 30; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVED LINE DRAWN PARALLEL WITH AND 15 FEET WESTERLY OF THE WESTERLY LINE OF THE ORIGINAL 66 FOOT RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, A DISTANCE OF 145.86 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE, AT A POINT 921.56 FEET NORTH AND 1,371.81 FEET EAST OF SAID SOUTH AND WEST LINES, RESPECTIVELY OF THE SOUTH EAST 1/4 AFORESAID; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 385 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 272 FEET; THENCE NORTHWESTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, A DISTANCE OF 295 FEET; THENCE SOUTHWESTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO THE LAST DESCRIBED PARALLEL LINE AND PASSING THROUGH SAID SOUTHWESTERLY LINE OF CLYBOURN AVENUE, AT A POINT 1,490.56 FEET SOUTHWESTERLY OF THE WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 30 (AS MEASURED ALONG THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE) AND 1,515.57 FEET SOUTHWESTERLY OF THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTH LINE OF DIVERSEY PARKWAY, A

Legal description

EXHIBIT A

Common Street Address: 1800 West Fullerton and 2550 North Clybourn, Chicago, Illinois

Property Tax Index Nos.: 14-30-400-063 and 14-30-400-064

POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS;

WESTERLY FACE OF THE CONCRETE DOCK, A DISTANCE OF 22.0 FEET TO

TO THE WEST FACE OF CONCRETE DOCK; THENCE SOUTHERLY ALONG THE

TO SAID SOUTH LINE OF THE SOUTH EAST 1/4, A DISTANCE OF 16.64 FEET

WEST LINES OF THE SOUTH EAST 1/4 AFORESAID; THENCE WEST PARALLEL

TO A POINT 46.0 FEET NORTH AND 1,016.70 FEET EAST OF THE SOUTH AND

AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.0 FEET

SOUTH EAST 1/4 AFORESAID, A DISTANCE OF 109.29 FEET; THENCE NORTH

1/4 RESPECTIVELY; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE

1,125.96 FEET EAST OF SAID SOUTH AND WEST LINES OF THE SOUTH EAST

SOUTH EAST 1/4, A DISTANCE OF 16 FEET TO A POINT 40 FEET NORTH AND

126.38 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID

PARALLEL WITH SAID SOUTH LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF

NORTH LINE OF FULLERTON AVENUE, BEING 2, FEET NORTH OF AND

LINES OF SAID SOUTH EAST 1/4, RESPECTIVELY; THENCE EAST ALONG SAID

BEING 24 FEET NORTH AND 999.58 FEET EAST OF THE SOUTH AND WEST

SIDE OF THE NORTH BRANCH OF THE CHICAGO RIVER, SAID INTERSECTION

WESTERLY FACE OF THE CONCRETE DOCK CONSTRUCTED ON THE EASTERLY

INTERSECTION OF THE NORTH LINE OF FULLERTON AVENUE WITH THE

(EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE

OF SAID DOCK A DISTANCE OF 12.92 FEET TO THE POINT OF BEGINNING

WEST LINES RESPECTIVELY; THENCE SOUTHERLY ALONG THE WESTERLY FACE

POINT 236.90 FEET NORTH AND 1,004.28 FEET EAST OF SAID SOUTH AND

THE WESTERLY FACE OF SAID DOCK, A DISTANCE OF 225.38 FEET TO A

SAID SOUTH AND WEST LINES RESPECTIVELY; THENCE SOUTHEASTERLY ALONG

94.23 FEET TO A POINT 461.18 FEET NORTH AND 983.46 FEET EAST OF

SOUTHEASTERLY ALONG THE WESTERLY FACE OF SAID DOCK, A DISTANCE OF

FEET EAST OF SAID SOUTH AND WEST LINES RESPECTIVELY; THENCE

DISTANCE OF 82.15 FEET TO A POINT 546.05 FEET NORTH AND 943.07

SOUTHEASTERLY ALONG THE SOUTHWESTERLY FACE OF SAID DOCK, A

FEET EAST OF SAID SOUTH AND WEST LINES RESPECTIVELY; THENCE

DISTANCE OF 23.27 FEET TO A POINT 616.75 FEET NORTH AND 901.68

SOUTHEASTERLY ALONG THE SOUTHWESTERLY FACE OF SAID DOCK, A

FEET EAST OF SAID SOUTH AND WEST LINES RESPECTIVELY; THENCE

DISTANCE OF 231.01 FEET TO A POINT 635.19 FEET NORTH AND 887.61

SOUTHEASTERLY ALONG THE SOUTHWESTERLY FACE OF SAID DOCK, A

THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 30; THENCE

INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 780 FEET NORTH OF

SOUTHWESTERLY FACE OF SAID DOCKS, A DISTANCE OF 47.56 FEET TO ITS

SOUTH AND WEST LINES RESPECTIVELY; THENCE SOUTHEASTERLY ALONG THE

FEET TO A POINT 809.81 FEET NORTH AND 671.68 FEET EAST OF SAID

ALONG THE SOUTHWESTERLY FACE OF SAID DOCK, A DISTANCE OF 330.98

LINES, RESPECTIVELY OF SAID SOUTH EAST 1/4; THENCE SOUTHEASTERLY

1,003.96 FEET NORTH AND 404.86 FEET EAST OF SAID SOUTH AND WEST

THE NORTH BRANCH OF THE CHICAGO RIVER, SAID INTERSECTION BEING

OF THE CONCRETE DOCK CONSTRUCTED ALONG THE NORTHEASTERLY SIDE OF

DISTANCE OF 421.10 FEET TO ITS INTERSECTION WITH THE WESTERLY FACE

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