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REAFFIRMATION AND RESTATEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of this 15th day of August, 1990 by and among THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, whose address is 2215 York Road, Oak Brook, Illinois ("Lender"), AMERICAN BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated August 10, 1990 and known as Trust Number 112167-02, whose address is 33 North LaSalle Street, Chicago, Illinois 60602, Attention: Land Trust Department ("Landlord") and HIGHLAND SUPERSTORES, INC., a Michigan corporation, whose address is 909 North Sheldon Road, Plymouth, Michigan 48170 ("Tenant").

W I T N E S S E T H

WHEREAS, Lender made a loan (the "Loan") in the original principal amount of Eleven Million Five Hundred Thousand and 00/100 Dollars (\$11,500,000.00) to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 20, 1986 and known as Trust No. 100677-00 ("Original Trustee") and T&D General Partners No. 61, an Illinois general partnership ("Original Beneficiary") (Original Trustee and Original Beneficiary are sometimes collectively, "Original Borrower");

WHEREAS, as a condition to the Loan, Lender required Original Borrower to cause Tenant to enter into that certain Subordination, Non-Disturbance and Attornment Agreement dated June 27, 1988 ("Subordination Agreement"), recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 88292364;

WHEREAS, Original Borrower has defaulted under the terms and conditions of a subordinate loan made by Tenant for the benefit of Original Borrower ("Subordinate Loan");

WHEREAS, as a result of Original Borrower's default under the Subordinate Loan, Tenant and Original Borrower have entered into a Deed-In-Lieu of Foreclosure Agreement dated as of August 15, 1990, pursuant to the terms of which Original Trustee will convey and transfer to Landlord its entire right, title and interest in, to and under the real estate and improvements thereon legally described in Exhibit A attached hereto and made a party hereof (the "Premises");

WHEREAS, Landlord (and the 100% sole beneficiary under Landlord) has agreed to assume, without personal liability, all liabilities and obligations of Original Borrower under those loan documents evidencing and securing the Loan to which Original Borrower is a party, including, without limitation, that certain Mortgage, Assignment of Leases and Security Agreement dated June 8, 1988 by Original Trustee in favor of Lender, recorded in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 88279651 (the "Mortgage") as such documents, including the Mortgage, have been modified by the Assumption Agreement (as hereinafter defined);

WHEREAS, in order to effectuate the foregoing, Lender, Landlord, Tenant and Original Borrower shall enter into a certain Assumption and Modification of Loan Documents Agreement dated as of August 15, 1990 (the "Assumption Agreement");

WHEREAS, as a condition to Lender's agreement to enter into the Assumption Agreement, Landlord has agreed to execute and cause Tenant to execute this Agreement in order to restate and reaffirm the fact that a certain lease dated December 30, 1986 (the "Lease") by and between Original Trustee and Tenant, as

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assigned to Landlord pursuant to the terms of the Deed-In-Lieu Agreement, pertaining to the Premises, shall remain subject and subordinate to the Mortgage, as amended pursuant to the terms of the Assumption Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Assumption Agreement, and in consideration of other good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant do hereby, severally and respectively, agree with Lender as follows:

1. The Subordination Agreement is hereby modified so that any reference in the Subordination Agreement to the "Mortgage" shall mean and include the modifications to the same created by or entered into pursuant to the Assumption Agreement.

2. The Lease and the terms and conditions thereof and any and all rights thereunder are subject and subordinate to the lien of the Mortgage, as amended by the Assumption Agreement.

3. All of the covenants, terms and conditions of the Subordination Agreement are hereby incorporated herein by reference and affirmed and restated as of the date hereof.

4. This Agreement may not be modified orally or in any manner other than an agreement in writing signed by the parties or their successors and assigns. Any and all notices required to be given or served by the terms and provisions of this Agreement shall be in writing and signed by the party giving the notice, and shall be deemed to have been duly given and served if and when sent by United States certified or registered mail, with the proper postage prepaid thereon, and addressed to the party intended to be notified. Notices to the parties hereto shall be addressed to their respective address hereinbefore set forth. Each party may change its address and designate such other reasonably interested parties to receive additional copies of any notices for the above purposes by mailing, as aforesaid, a notice stating the change and setting forth the new address.

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

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The attached copy is for informational purposes only and does not constitute an official record. It is provided as a convenience to the public and is not intended to be used for legal purposes. The official record is maintained by the Cook County Clerk's Office.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LENDER:

THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation

By: Richard C. Griffith, Jr.

Its: Richard C. Griffith, Jr., Regional Vice President

ATTEST:

By: John J. Derby

Its: John J. Derby, Assistant Secretary

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

TENANT:

HIGHLAND SUPERSTORES, INC. a Michigan corporation

By: [Signature]

Its: CHAIRMAN

and

By: [Signature]

Its: PRESIDENT

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LENDER:

THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation

By: Richard G. Griffith, Jr.

Its: Richard G. Griffith, Jr., Regional Vice President

ATTEST:

By: John J. Derby

Its: John J. Derby, Assistant Secretary

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By: [Signature]

Its: TRUSTEE OFFICER

ATTEST:

By: [Signature]

Its: _____

TENANT:

HIGHLAND SUPERSTORES, INC., a Michigan corporation

By: _____

Its: _____

and

By: _____

Its: _____

This instrument is executed by the undersigned Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in the said Trustee, it is expressly understood and agreed that all of the covenants, conditions, covenants, undertakings and agreements herein made on the part of the Trustee are made on its behalf and its responsibility, and no personal liability or personal responsibility is assumed by or shall at any time be accepted or enforceable against the Trustee on account of any warranty, agreement, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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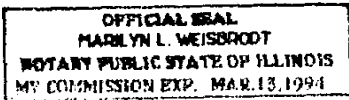
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of August, 1990, by _____, the Authorized Officer of American National Bank and Trust Company of Chicago, a _____, for and on behalf of said Bank.

_____, Notary Public
County, _____
My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

The foregoing instrument was acknowledged before me this 16th day of August, 1990, by Richard G. Griffith, Jr. the Regional Vice President of The Travelers Insurance Company, a Connecticut corporation, for and on behalf of said corporation.



Marilyn L. Weisbrodt
_____, Notary Public
Cook County, Illinois.
My Commission Expires: March 13, 1994

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 14th day of August, 1990, by ELISABETH MONDRIJ and IRA MONDRIJ, the CHAIRMAN and PRESIDENT, respectively, of HIGHLAND SUPERSTORES, INC., a Michigan corporation, for and on behalf of said Corporation.

Adam Willigues
_____, Notary Public
County, KAREN WILLIGUES
My Commission Exp. Notary Public, Wayne County, MI
My Commission Expires 10-19-91

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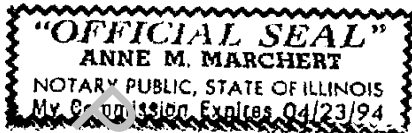
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

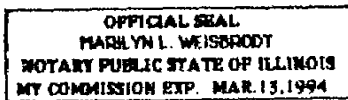
The foregoing instrument was acknowledged before me this 13th day of August, 1990, by Claire Rosati Feley, the Authorized Officer of American National Bank and Trust Company of Chicago, a TRUST OFFICER, for and on behalf of said Bank.



Anne M. Marchert
Notary Public
County, _____
My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this 16th day of August, 1990, by Richard G. Griffith, Jr. the Regional Vice President of The Travelers Insurance Company, a Connecticut corporation, for and on behalf of said corporation.



Marilyn L. Weisbrodt
Marilyn L. Weisbrodt, Notary Public
Cook County, Illinois.
My Commission Expires: March 13, 1994

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of August, 1990, by _____ and _____, the _____ and _____, respectively, of HIGHLAND SUPERSTORES, INC., a Michigan corporation, for and on behalf of said Corporation.

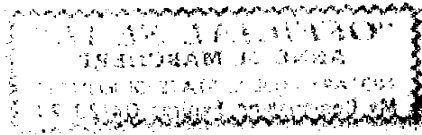
Notary Public
County, _____
My Commission Expires: _____

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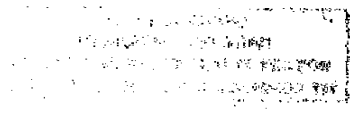
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COURT HOUSE

CHIEF CLERK
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EXHIBIT A

Highland Legal Description

PARCEL 1:

Lots 1 and 2 in the Landings Phase II, being a subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded July 7, 1987 as Document 87,372,563.

Permanent Tax Numbers:
Volume 225

30-19-302-001
30-19-302-002

Common Address: North of 170th Street and east of
the Commonwealth Edison power lines
Lansing, Illinois

. DEPT-01 RECORDING \$18.25
. T#1111 TRAN 4449 08/23/90 11:10:00
. #4986 + A *-90-411699
. COOK COUNTY RECORDER

mail To : Rick Smith
Coffield, Ungaretti, Harris + Slavin
30 West Natl. Plaza
Chicago Ill. 60602
Suite 3500



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