

UNOFFICIAL COPY

1990 DEC 28 PM 12:05

90627044 MONY Loan No. 300118-HO

7267339 D3 JR 2A44

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

\$ 17.00

AGREEMENT made this 5 day of December 1990 by and among  
 THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a New York  
 American National Bank & Trust Company as  
 Corporation, ("Mortgagee"), Trustee under Trust Number 56354,  
 a \_\_\_\_\_ KFC National Management  
 ("Landlord") and Company,  
 a Delaware corporation ("Tenant").

WHEREAS,

1. Mortgagee is the present beneficiary under that certain  
 Deed of Trust and Security Agreement, dated June 24, 1988  
 recorded on June 27, 1988, as Document 88280408, (the "Deed of Trust")  
 executed by American National Bank and Trust Company of Chicago, not personally  
 but as Trustee under Trust Agreement Number 56354 encumbering the  
 property more particularly described in Exhibit A annexed hereto  
 and all improvements now existing or hereafter erected thereon  
 (the "Mortgaged Premises");

2. Landlord and Tenant have entered into a certain Lease  
 Agreement dated April 18, 1990 (the "Lease") a copy of which is  
 attached to this Agreement as Exhibit B whereby Landlord has  
 demised to Tenant certain space (the "Demised Premises") in the  
 Mortgaged Premises as further described in the Lease; and

3. Landlord, Tenant and Mortgagee desire to confirm their  
 understanding with respect to the Lease and the Mortgage;

NOW, THEREFORE, in consideration of the mutual covenants and  
 agreements herein contained, Mortgagee, Landlord and Tenant  
 agree and covenant as follows:

FIRST: So long as Tenant is not in default (beyond any  
 period given Tenant by terms of the Lease to cure such default)  
 in the payment of rent or additional rent or in the performance  
 of any of the terms, covenants or conditions of the Lease on

MAIL TO: DONALD R. MAZZONI  
 AND THE TAXMAN CORPORATION  
 PREPARED BY: 9933 N. LAWLER AVENUE, SUITE 516 BOX 333-GG  
 SKOKIE, ILLINOIS 60077

90627044

UNOFFICIAL COPY

00.51 ②

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

Tenant's part to be performed, Tenant's possession of the Demised Premises and Tenant's other rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefore in the Lease, shall not be diminished or interfered with by Mortgagee (subject, however, to the understanding that in the event of a conflict between the rights of the Mortgagee pursuant to the Mortgage and the rights of the Tenant pursuant to the Lease, the rights of the Mortgagee pursuant to the Mortgage shall control) and Mortgagee will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.

SECOND: If Mortgagee shall become the owner of the Mortgaged Premises or the Mortgaged Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Deed of Trust or the Mortgaged Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between the then owner of the Mortgaged Premises (including Mortgagee or the grantee under a deed in lieu of foreclosure) and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with option therefore in the Lease, and Tenant does hereby attorn to Mortgagee or any such owner as its Landlord, said attornment to be effective and self-operative without the execution of any further instrument, and Tenant shall, from and after Mortgagee's or other such owner's succession to the interest of Landlord under the Lease, have the same remedies for the breach of any covenant contained in the Lease that Tenant might have had under the Lease against Landlord; provided further, however, that Mortgagee or other such owner shall not be

90627044

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

(a) liable for any act or omission of any prior landlord (including Landlord); or

(b) subject to any offsets or defenses which Tenant; might have against any prior landlord (including Landlord); or

(c) bound by any prepayment of rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord), except prepayments in the nature of security for the performance by Tenant of its obligations under the Lease to the extent received by such Mortgagee.

(d) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any prior landlord (including Landlord) made or given without the written consent of Mortgagee.

THIRD: The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Deed of Trust and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Deed of Trust but any and all such renewals, modifications, extensions, substitutions, replacements and/or consolidations shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.

FOURTH: To the extent that the Lease shall entitle the Tenant to notice of any mortgage, this Agreement shall constitute such notice to the Tenant with respect to the Deed of Trust and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Deed of Trust.

FIFTH: The "holder of any mortgage on the fee title or the building", "fee mortgagee", "holder of a mortgage", or any similar terms in the Lease shall be deemed to include The Mutual Life Insurance Company of New York, its successors and assigns, including anyone who shall have succeeded to Landlord's interest by, through or under foreclosure of the Deed of Trust, or deed

90627044

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

in lieu of such foreclosure. The terms "mortgage affecting the real property", "mortgage", or any similar term, shall be deemed to include the Deed of Trust.

SIXTH: This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

MORTGAGEE:

THE MUTUAL LIFE INSURANCE  
COMPANY OF NEW YORK

By: *Paschal D. Vondra*

Paschal D. Vondra, Investment Vice President

ATTEST:

*Karen Burns*  
Assistant Secretary

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as Trustee  
LANDLORD: Under Trust No. 56354  
By: Kedzie Plaza South Associates,  
an Illinois Limited Partnership,  
Directing Beneficiary

By: *Seymour Taxman*

Seymour Taxman, General Partner  
TENANT: KFC NATIONAL MANAGEMENT COMPANY

By: *Robert G. Thompson*

m.t.c. Robert G. Thompson, Vice President

By: *Mary Ann Clark*

June 25, 1990  
Mary Ann Clark, Assistant Secretary

30627044

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF KENTUCKY }  
COUNTY OF JEFFERSON } SS:

I, Brenda K. Fizer, a notary public in and for the State and County aforesaid, do hereby certify that Robert G. Thompson, Vice President and Mary Ann Clark, Assistant Secretary, of **KFC NATIONAL MANAGEMENT COMPANY**, a Delaware corporation, who are 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 they signed, sealed, and delivered the said instrument as their 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 25th day of June, 1990.

Brenda K. Fizer  
Notary Public, State at Large, Kentucky  
My Commission expires April 3, 1993.

Property of COOK COUNTY

(ACKNOWLEDGEMENT — INDIVIDUAL)

STATE OF ILLINOIS  
COUNTY OF COOK } SS:

I, Kerry Ellen Edelman, a notary public in and for the State and County aforesaid, do hereby certify that SEYMOUR EDYMAN and EDDIE PLAZA ASSOCIATES, who are (is) personally known to me to be the same person(s) whose name(s) are (is) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they (he) signed, sealed, and delivered the said instrument as their (his) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of December, 1990.

Kerry Ellen Edelman  
Notary Public  
"OFFICIAL SEAL"  
KERRY ELLEN EDELMAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/26/91

(ACKNOWLEDGEMENT — CORPORATE):

STATE OF New Jersey  
COUNTY OF Bergen } SS:

I, Barbara J. Reid, a notary public in and for the State and County aforesaid, do hereby certify that Paschal D. Venditti, Investment Vice President and Karen Beansa, Assistant Secretary, of The Mutual Life Insurance Company of New York, a New York corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their 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 6 day of December, 1990.

Barbara J. Reid  
Notary Public  
BARBARA J. REID  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 24, 1992

90627044

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

CONFIDENTIAL

CONFIDENTIAL

# UNOFFICIAL COPY

**Legal Description:**

The South 150 Feet of the North 653 Feet of the West 85 Feet of the East 118 Feet of Section 11, Township 38 North, Range 13 East, of the Third Principal Meridian, in Cook County, Illinois.

PIN # 1911201039

47th Street & Keezie Avenue  
Chicago, Illinois

PROPERTY OF Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office