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3. Mortgagee has made, or is about to make a loan to Lessor, evidenced by a promissory note ("Note"), and secured in part by a first mortgage, security agreement and assignment of rents and leases of even date with the Note ("Mortgage"), covering wholly or in part the Deeded Premises (the real estate covered by the Mortgage hereinafter called the "Mortgaged Property"), which Mortgage will be recorded in the Office of the Recorder of Cook County, Illinois, and in other public records as determined by Mortgagee. One of the conditions of Mortgagee's making the loan to Lessor is the subordination of the lease to the lien of the Mortgage.

C. Lessee has agreed that the lease shall be subject and

being part of the real property more particularly described in Exhibit A, attached hereto and by this reference incorporated herein ("Deeded Premises"). The lease above described, as amended to date and as the same may be hereinafter modified and amended in accordance with the terms and conditions of this agreement, is hereinafter referred to as the "Lease".

wherein Lessor has leased to Lessee the premises more particularly identified as follows:

Village Crossing Shopping Center, Niles, Illinois 60648

A. Lessee, as tenant, has entered into a certain lease with Skoka/His Partners Limited Partnership, a limited partnership duly organized and existing as a limited partnership under the laws of Illinois, as landlord ("Lessor"), bearing date of October 11, 1988, which lease has been amended as follows:

RECITALS

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNEY AND ATTORNEY AGREEMENT is made and entered into as of 6/29/89 between OTR, a general partnership duly organized and existing as a general partnership under the laws of Ohio, having its principal office at 275 East Broad Street, Columbus, Ohio 43215 ("Mortgagee"), acting herein as the duly designated nominee of the State Teachers Retirement System of Ohio; and Bresler Malls, Inc., a corporation duly organized and existing as a corporation under the laws of Illinois, having its principal office at 999 East Touhy Avenue, Suite 333 Des Plaines, Illinois 60018 ("Lessee").

\$18.00

SEBORDINATION, NON-DISTURBANCE,

AND ATTORNEY AGREEMENT

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C. Lessee has agreed that the Lease shall be subject and subordinate to the Mortgage, provided Lessee is assured of continued occupancy of the Demised Premises under the terms of the Lease so long as Lessee is not in default of the terms and conditions of the Lease on the part of Lessee to be performed and observed. Lessee has agreed to evidence such agreement by the execution and delivery to Mortgagee of this Agreement.

AGREEMENT

1. The Lease shall be, and hereby is made, subject and subordinate to the Mortgage and to all renewals, modifications and consolidations of the loan evidenced by the Note and secured by the Mortgage, and any and all replacements and extensions of such Note and Mortgage, subject, however, to the terms and conditions of this Agreement.

2. If in the opinion of Mortgagee it should become necessary to foreclose the Mortgage, to sell all or any part of the Mortgaged Property under a power of sale in the Mortgage or otherwise, or to receive a deed in lieu of foreclosure to all or any of the Mortgaged Property, and such affected portion of the Mortgaged Property includes in whole or in part the Demised Premises, then in any such event Mortgagee, for itself and for its successors and assigns, and for any third party or entity occupying the Mortgaged Property at such time (collectively, "Subsequent Holders") agrees (a) that each Subsequent Holder, whether Mortgagee or a third party or entity, shall be deemed to have assumed and agreed to perform the duties of landlord under the Lease that arise from and after (but not prior to) such foreclosure, sale or delivery of deed in lieu of foreclosure, during the time such Subsequent Holder holds title to, or enters into possession of, the portion of the Mortgaged Property that contains in whole or in part the Demised Premises (but not after such Subsequent Holder ceases to hold title to, or be in possession of such portion of the Mortgaged Property); (b) that, provided Lessee is not in Default, as hereinafter defined, Mortgagee shall, and does hereby recognize the rights of Lessee under the Lease, and agrees that the Lease and the rights of Lessee thereunder shall remain in full force and effect to the extent permitted by law, unless and until Lessee is in Default; (c) that under such circumstances Lessee may continue its occupancy of the Demised Premises unless and until Lessee is in Default; and (d) that no Subsequent Holder shall interfere with, disturb or diminish Lessee's rights under the Lease, notwithstanding any default by Lessor in payment or performance of the Lessor's obligations contained in the Note and Mortgage. For purposes of this Agreement, Lessee's "Default" shall mean that Lessee has failed to pay the rent or other sums due under the Lease, or has otherwise failed to perform and observe one or more of the terms and conditions of the Lease on the part of Lessee to be performed and observed, and that such failure has continued after notice thereof has been given if the Lease requires notice in such event, and after expiration of the

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applicable grace period if the Lease provides for a grace period in such event.

3. Lessee agrees that if a Subsequent Holder shall succeed to the rights of Lessor under the Lease, whether through possession, foreclosure, sale through foreclosure or otherwise through Mortgagee, or delivery of a deed in lieu of foreclosure or sale, neither Mortgagee nor any other Subsequent Holder shall (a) be liable for any previous defaults of any prior landlord (including Lessor) under the Lease; (b) be subject to any defenses against any prior landlord (including Lessor), or to any setoffs, which may have theretofore accrued to lessee against any prior landlord (including Lessor); (c) be subject to any defaults of any prior landlord (including Lessor) under the lease, which prior landlord shall remain liable for the duties of the Landlord thereunder, whether previously accrued or accruing thereafter; (d) be bound by any amendment or modification of the Lease made without such Subsequent Holder's written consent (which consent shall not be unreasonably withheld or delayed); or (e) be liable for the return of any security deposit not actually received by such Subsequent Holder.

4. Subject to the provisions of Paragraph 2 hereof, if Mortgagee or any other Subsequent Holder becomes the owner of the portion of the Mortgaged Property that contains wholly, or in part, the Demised Premises either by reason of foreclosure sale, deed in lieu of foreclosure, or otherwise through Mortgages, then Lessee agrees to be bound to such Subsequent Holder under all of the terms, covenants and conditions of the Lease for the balance of the term thereof and with the same force and effect as if such Subsequent Holder were the named landlord under said Lease. Lessee hereby agrees to attorn to such Subsequent Holder as its landlord, said attornment to become self-executing immediately upon the acquisition of title to the Mortgaged Property by such Subsequent Holder. If such Subsequent Holder requires, Lessee will execute such instruments as may be reasonably required to confirm such attornment.

5. Notwithstanding anything in the lease to the contrary, Lessee hereby agrees that so long as Mortgagee holds the Mortgage on the Mortgaged Property that contains, wholly or in part, the Demised Premises, Lessee will notify Mortgagee of the occurrence of any event, whether a default by Lessor or otherwise, that would entitle Lessee to cancel the lease or abate or set-off the rent payable thereunder, and no such notice of cancellation, set-off, or abatement thereof shall be effective against Mortgagee or any other Subsequent Holder unless such Subsequent Holder has received such notice by certified mail, return receipt requested, postage prepaid, at its principal place of business hereinabove set forth, or at such other place as may be hereafter from time to time designated in a writing delivered to Lessee at Lessee's address above written, which notice shall be deemed received two (2) business days after mailing and Lessee agrees that Mortgagee shall have the right to notify Lessee, within thirty (30) days

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after Lessee shall have given Mortgagee such notice, that Mortgagee intends, to cure such default or condition (to the extent such cure may be permitted under the Lease), and within a reasonable time thereafter to commence cure of such default or condition and to diligently prosecute the same to completion.

6. Lessee agrees with Mortgagee that, from and after the date of this Agreement, Lessee will not pay any rent or other sums due under the Lease more than one (1) calendar month in advance of its due date. Mortgagee shall not be bound by any rent paid in violation of this paragraph.

7. Lessee hereby acknowledges that Mortgagee has been given the right in the Mortgage to subordinate the Mortgage in whole or in part to any or all leases now or hereafter existing with respect to all or any part of the Mortgaged Property or to any terms, covenants, or provisions thereof. Lessee declares and acknowledges that, subject to the terms of this Agreement, Lessee hereby intentionally subordinates the Lease to the Mortgage.

8. This Agreement shall be binding on and insure to the benefit of the parties hereto and their successors and assigns, and may not be amended or modified orally; however, this instrument shall not alter any provision of the Lease, as to assignments or subletting, or otherwise.

9. Mortgagee may assign all of its rights under this Agreement to any Subsequent Holder of the Note and the Mortgage.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple counterparts, each of which when taken together will constitute one document as of the day and year first above written.

MORTGAGEE:

Signed and Acknowledged
In the Presence of:

OTR, an Ohio general partnership

By: _____

Stephen A. Mitchell
Stephen A. Mitchell,
General Partner

LESSOR: Bresler Malis, Inc.

By: _____

Glen Todd
Its Secretary, Glen Todd

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ACKNOWLEDGEMENT

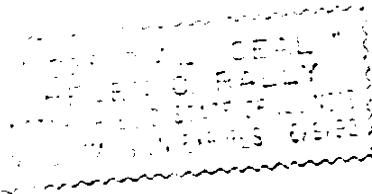
STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, HELEN C. RALLY, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that GLEN TODD of BRESLER MALLS, INC., an ILLINOIS corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 February, 1990.

Helen C. Rally
 Type or
 Print Name: Helen C. Rally

My Commission Expires: 6/9/92



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SKOKIE/NILES, ILLINOIS

EXHIBIT A

PARCEL 1: Tax ID# 10-32-203-013-0000

THAT PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF CARPENTER ROAD, (EXCEPT THAT PORTION TAKEN FOR STREETS AND HIGHWAYS) IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID 1/4 SECTION, 512.46 FEET WEST OF THE NORTH EAST CORNER OF SAID 1/4 SECTION; THENCE RUNNING SOUTHERLY TO A POINT ON THE SOUTH LINE OF SAID NORTH 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4, 192.51 FEET WEST OF THE SOUTH EAST CORNER THEREOF, (EXCEPTING THAT PORTION TAKEN FOR STREETS AND HIGHWAYS), IN COOK COUNTY, ILLINOIS.

Parcel 2: Tax ID#10-33-100-005

Tax ID#10-33-101-017

Tax ID#10-33-101-016

CKA:

Village Crossings Shopping Center
Touhy Avenue, Niles / Skokie, Illinois

Prepared by & return to:

Judith Levine

Benesch, Friedlander, Coplan & Aronoff

88 E. Broad Street

Columbus, Ohio 43215-3506

BOX 232 - TH

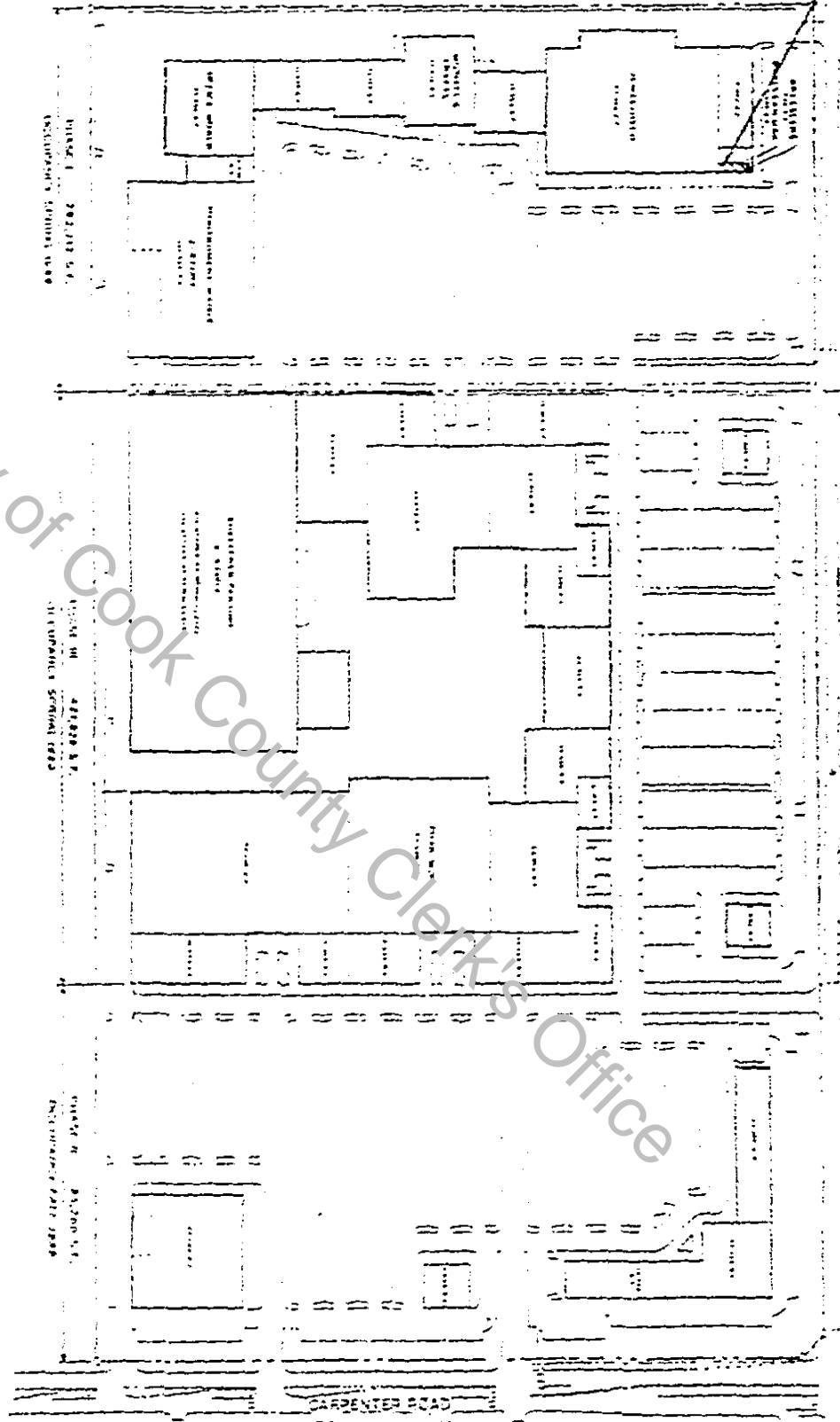
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Exhibit A

Fifty-Five Fifty-Five Touhy


COMBINED DEVELOPMENT AREA + 799,740 S.F.
4,020 PARKING SPACES PROVIDED: 5.00 P.S./1,000 S.F.



Property of Cook County Clerk's Office

Demolish the area-hatched area.

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INITIAL: 
 Tenant: _____
 Landlord: 