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MORTGAGE SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

4 of 6
72-60071-02

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (the "Agreement"), made this 20th day of June, 1990 by and between BRITEL FUND TRUSTEES LIMITED and FOSSFUND CUSTODIAN TRUSTEES LIMITED, BT-LW CORPORATION, an Illinois corporation and POSTEL-LW CORPORATION, an Illinois corporation (collectively herein referred to as the "Lender"), and 326 SOUTH WELLS CORPORATION, an Illinois corporation ("Tenant");

W I T N E S S E T H:

20.0

WHEREAS, Lender is the mortgagee pursuant to a Mortgage dated June 20, 1990 made by Harris Trust & Savings Bank, as Trustee under Trust No. 94741 ("Landlord"), in favor of Lender, encumbering, among other things, the premises described on Exhibit A attached hereto (the "Property"), (which mortgage, as same may be amended or modified from time to time, is herein referred to as the "Mortgage"); and

WHEREAS, Landlord and Tenant have entered into a certain Parking Garage Lease (the "Lease") dated as of June 20, 1990 which demises to Tenant the automobile parking facility located on the premises described therein (the "Facility") for a term of approximately twenty (20) years, subject to earlier termination, ending June 30, 2010; and

WHEREAS, Tenant has agreed to subordinate its interest under the Lease to the Mortgage provided that Lender agrees that Tenant's possession of the Facility shall not be disturbed as a result of a foreclosure of the Mortgage or a deed given in lieu thereof so long as Tenant is not in default under the Lease and provided Tenant attorns to the purchaser at the foreclosure sale or at a sale pursuant to the power of sale in the Mortgage through a deed in lieu of foreclosure and recognizes said purchaser as Landlord under the Lease; and

WHEREAS, Lender and Tenant are willing to agree to a Subordination, Non-Disturbance and Attornment Agreement under the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by each to the other in cash and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants herein made, it is agreed as follows:

COOK COUNTY, ILLINOIS
NOTARY PUBLIC

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1. The Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, or extension of same.

2. In the event of a foreclosure of the Mortgage or of a conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals now or hereafter provided for thereunder, and provided that as of the date Lender commences such a foreclosure action, exercises the power of sale, or accepts such a conveyance in lieu thereof, Tenant is in compliance with the terms and provisions of this Agreement and is not in default in the performance or observance of any of the terms, covenants, agreements or obligations contained in the Lease to be performed or observed by Tenant thereunder, Lender hereby agrees that it shall not (i) join Tenant as a party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, (ii) evict Tenant from the premises, (iii) affect Tenant's rights under the Lease by reason of any default under the Mortgage, or (iv) terminate or disturb Tenant's leasehold estate under the Lease by reason of any default by Landlord under the Mortgage; and the Lease shall continue in full force and effect; and Lender, its successors and assigns, or any other party (the "Foreclosure Purchaser") acquiring the Property upon a foreclosure sale or by a conveyance in lieu of foreclosure, as the case may be, shall automatically recognize the Lease and Tenant's rights hereunder and will thereby establish direct privity of estate and contract between Lender or the Foreclosure Purchaser, as the case may be, and Tenant, with the same force and effect as though the Lease were originally made directly from Lender, its successors or assigns, or the Foreclosure Purchaser, in favor of Tenant, but not in respect of any amendment to the Lease not previously approved in writing by Lender or its successors or assigns.

3. If Lender or any successors in interest shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure action or delivery of a deed in lieu of foreclosure or otherwise, Tenant shall at once attorn to such successor landlord as Tenant's landlord, and Tenant and the successor landlord shall promptly execute and deliver such instruments that either of them may reasonably request of the other to evidence such attornment and acceptance thereof and the recognition of the parties of all of the terms, provisions, covenants and privileges contained in the Lease.

4. Notwithstanding any provisions of Paragraph 2 hereof to the contrary, in the event of any foreclosure of the Mortgage or conveyance in lieu of foreclosure, Lender and Tenant agree that neither Lender, its successors or assigns, nor the Foreclosure

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Purchaser shall in any way or to any extent (i) be bound by any previous modification or amendment of the Lease or by any previous prepayment of rent for a period greater than one (1) month, unless such modification, amendment or prepayment shall have been expressly approved in writing by Lender, or its successors or assigns, (ii) be obligated or liable to Tenant with respect to the construction, completion or renovation of the improvements on the Property or the Facility for Tenant's use, or (iii) be obligated or liable to Tenant with respect to any act or failure to act on the part of Landlord; and Tenant shall have no right to assert or claim any of the foregoing or any damages arising therefrom against Lender, its successors or assigns, or the Foreclosure Purchaser, whether as an offset or defense or otherwise.

5. Without limitation of the foregoing, Tenant further agrees as follows:

(a) That in the event of a foreclosure of the Mortgage, the exercise of the power of sale thereunder or of a conveyance in lieu of foreclosure, which foreclosure, sale or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now or hereafter provided thereunder, Tenant hereby covenants and agrees to make full and complete attornment to Lender or to the Foreclosure Purchaser, as the case may be, for the balance of the term of the Lease, including any extensions and renewals of the Lease now or hereafter provided thereunder and approved by Lender in writing, upon the same terms, covenants and conditions as therein provided, so as to establish direct privity of estate and contract as between Lender or the Foreclosure Purchaser, as the case may be, and Tenant and with the same force and effect as though the Lease were originally made directly from Lender, or the Foreclosure Purchaser, as the case may be, to Tenant, and Tenant will thereafter make all rent payments and any other payments under the Lease thereafter directly to Lender or to the Foreclosure Purchaser, as the case may be.

(b) That from and after the date hereof, Tenant shall deliver to Lender a copy of any notice or statement given by Tenant to Landlord under the Lease at the same time such notice or statement is delivered to the Landlord under the Lease.

(c) That in the event of any act or omission by Landlord under the Lease which constitutes a default on the part of Landlord thereunder or which would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right until: (i) it has given written notice of such act or omission to Lender and (ii) Lender shall, following the giving of such notice, have

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failed with reasonable diligence to commence, pursue or complete reasonable action to remedy such act or omission within the amount of time which Landlord would have had to cure such default under the terms of the Lease relating thereto.

(d) That neither Lender nor a Foreclosure Purchaser will be bound by (i) any pre-payment by Tenant of rent for a period in excess of one month, (ii) any modification, amendment or alteration of any of the terms, covenants, provisions, representations, warranties, agreements, conditions and obligations of the Lease in any manner, or (iii) any assignment of Tenant's interest in the Lease by Tenant or by operation of law or otherwise, without the express prior written consent of Lender, or its successors or assigns.

6. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

7. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

8. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Lender to Tenant shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Tenant at:

111 West Jackson Blvd.
Suite 1900
Chicago, Illinois 60604
Attention: Mr. John W. Hammerschlag

or to such other address as Tenant may from time to time designate by written notice to Lender given as herein required. All notices, demands and requests by Tenant to Lender which are given shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid addressed to Lender at:

c/o Heitman Advisory Corporation
180 North LaSalle Street
Chicago, Illinois 60601
Attention: Mr. Stephen Perlmutter

or to such other address or addresses as Lender may from time to time designate by written notice to Tenant as herein required.

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Notices, demands and requests given by mail by Lender to Tenant and by Tenant to Lender in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder two (2) days after the time such notice, demand or request shall be deposited in the mails.

9. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of Lender hereunder, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom Lender's interest is so assigned.

10. Tenant acknowledges and agrees that this Agreement satisfies any condition or requirement of the Lease relating to a subordination and non-disturbance agreement.

11. Any provision of this Agreement which is unenforceable or invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenure of this Agreement as though any such invalid portion had never been included herein.

IN WITNESS WHEREOF, the parties have executed the foregoing Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

LENDER:

**BRITEL FUND TRUSTEES LIMITED and
FOSSFUND CUSTODIAN TRUSTEE LIMITED**

By: **Heitman Advisory Corporation,**
an Illinois corporation, not
personally, but solely as their
agent and attorney-in-fact

By: *R. Z. [Signature]*
Title: Vice President

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BT-LW CORPORATION,
an Illinois corporation

By: _____
Title: VICE PRESIDENT

Attest: _____
Title: SECRETARY

POSTEL-LW CORPORATION,
an Illinois corporation

By: _____
Title: VICE PRESIDENT

Attest: _____
Title: SECRETARY

TENANT:

326 SOUTH WELLS CORPORATION,
an Illinois corporation

By: _____
Title: PRESIDENT

Property of Cook County Clerk's Office

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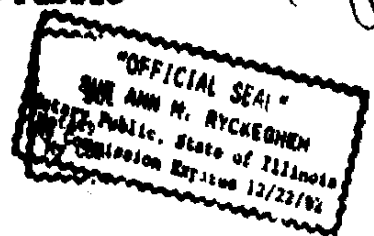
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sue Ann M. Ryckeghem, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John L. Katsseff, vice President of Heitman Advisory Corporation, ~~ST-IM Corporation and Postal-IM Corporation~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such vice President 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 corporations, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of June, 1990.
Sue Ann M. Ryckeghem
Notary Public

My Commission Expires: December 22, 1992

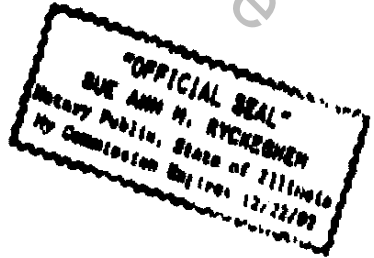


STATE OF Illinois)
) SS
COUNTY OF Waukegan)

I, Sue Ann M. Ryckeghem, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John W. Hammer, President of 326 SOUTH WELLS CORPORATION, an Illinois corporation, appeared before me this day in person and acknowledged that as such President he signed, sealed and delivered the above 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 and pursuant to his authority as President of said corporation.

GIVEN under my hand and Notarial Seal this 20th day of June, 1990.
Sue Ann M. Ryckeghem
Notary Public

My Commission Expires: December 22, 1992



THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:
Philip M. Kayman, Esq.
Neal Gerber & Eisenberg
208 South LaSalle Street
Suite 900
Chicago, Illinois 60604

PHK.7092M.0052
053090

BOX 333 - 7 -

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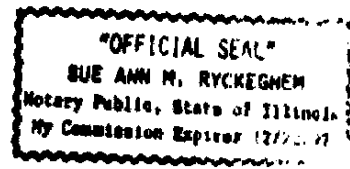
STATE OF ILLINOIS)
No Page) SS
COUNTY OF ~~COOK~~)

I, Sue Ann M Ryckeghem, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Roger Smith, Vice President and Ernest Greenberger, Secretary, of BT-LW Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the 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.

GIVEN Under my hand and Notarial Seal this 20th day of June, 1990.

Sue Ann M Ryckeghem
Notary Public

My Commission Expires:
Dec 22, 1992



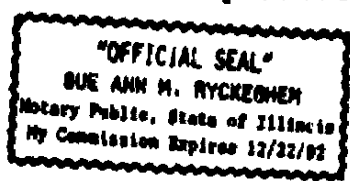
STATE OF ILLINOIS)
No Page) SS
COUNTY OF ~~COOK~~)

I, Sue Ann M Ryckeghem, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Roger Smith, Vice President and Ernest Greenberger, Secretary, of Postal-LW Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the 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.

GIVEN Under my hand and Notarial Seal this 20th day of June, 1990.

Sue Ann M Ryckeghem
Notary Public

My Commission Expires:
Dec 22, 1992



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EXHIBIT A

PROPERTY

PARCEL 1:

THE WEST 1/2 OF LOT 3 IN BLOCK 33 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 1 TO 4 IN THE SUBDIVISION OF LOT 4 IN BLOCK 33; ALSO LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 5 OF THE SUBDIVISION OF LOT 4 IN BLOCK 33, ALL IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE TRIANGULAR PARCEL OF LAND SOUTH OF AND ADJOINING SAID LOT 1 OF LOT 4 MARKED 'A' ON THE MAP OF SUBDIVISION OF LOT 4 IN BLOCK 33 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THE PRIVATE ALLEY LYING EASTERLY OF AND ADJOINING LOTS 1 TO 6 BOTH INCLUSIVE IN THE SUBDIVISION OF LOT 5 IN THE SUBDIVISION OF LOT 4 IN BLOCK 33, LYING SOUTH OF AND ADJOINING LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 4 IN BLOCK 33 AND LYING SOUTHWESTERLY OF AND ADJOINING LOT 'A' IN THE SUBDIVISION OF LOT 4 IN BLOCK 33 ALL IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOTS 3 TO 6 IN BRAND'S SUBDIVISION OF SUB LOT 5 OF LOT 4 IN BLOCK 33 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PTN 17-09-432-014-0000

SE corner of Baker Wells
Chicago, IL

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