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THE SUMITOMO TRUST & BANKING CO., LTD.,
Mortgages

AND

BETHLEHEM STEEL CORPORATION,

RECORDED
INDEXED
#1276 #3 * -90-358289
DUKE COUNTY RECORDER

SUBORDINATION, NON-DISTURBANCE
AND ASSIGNMENT AGREEMENT

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Dated: As of July 16, 1990

Location: 737 North Michigan Avenue
Chicago, Illinois

PREPARED BY AND AFTER THIS INSTRUMENT IS FILED FOR
RECORD RETURN TO:

Battle Fowler
280 Park Avenue
New York, New York 10017

Attention: Alan S. Weil, Esq.

TAX PARCEL NOS. 17-10-200-067; 17-10-200-069 through 17-10-200-086, BOTH INC.

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SUBORDINATION, NON-DISTURBANCE
AND ATTORMENT AGREEMENT
(Lease)

THIS AGREEMENT made as of the 10th day of July 1990,
between THE SUMITOMO TRUST & BANKING CO., LTD., a Japanese
banking corporation acting through its New York Branch,
having an office at 527 Madison Avenue, New York, New York
(hereinafter referred to as Mortgagee), and BETHLEHEM STEEL
CORPORATION, a Delaware corporation having an address c/o
Real Estate Services Division, Bethlehem, Pennsylvania,
18016 (hereinafter referred to as Tenant);

W I T N E S S E T H:

WHEREAS Mortgagee is the present owner and holder of the mortgage
described in EXHIBIT 7 attached hereto (hereinafter referred to as the
Mortgage) covering certain premises described in EXHIBIT 3 attached hereto
(hereinafter referred to as the Premises) and of the note, bond or other
obligation described in EXHIBIT A attached hereto secured thereby (hereinafter
referred to as the Note);

WHEREAS Tenant is the holder of a leasehold estate in a portion of
the Premises under and pursuant to the provisions of a certain lease more
particularly described in EXHIBIT C attached hereto (hereinafter referred to
as the Lease); and

WHEREAS Tenant has agreed to subordinate the Lease to the Mortgage
and to the lien thereof and Mortgagee has agreed to grant non-disturbance to
Tenant under the Lease on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and other
good and valuable consideration, the receipt of which is hereby acknowledged,
Mortgagee and Tenant hereby covenant and agree as follows:

1. Tenant agrees that the Lease and all of the terms, covenants
and provisions thereof and all rights, remedies and options of Tenant
thereunder are and shall at all times continue to be subject and subordinate
in all respects to the Mortgage and to the lien thereof and to all renewals,
modifications, spreaders, consolidations, replacements and extensions thereof
and to all sums secured thereby with the same force and effect as if the
Mortgage had been executed, delivered and recorded prior to the execution and
delivery of the Lease.

2. Mortgagee agrees that if any action or proceeding is
commenced by Mortgagee for the foreclosure of the Mortgage or the sale of the
Premises, Tenant shall not be named as a party therein, and the sale of the
Premises in any such action or proceeding and the exercise by Mortgagee of any
of its other rights under the Note or the Mortgage shall be made subject to
all rights of Tenant under the Lease, provided that at the time of the
commencement of any such action or proceeding or at the time of any such sale
or exercise of any such other rights (i) the term of the Lease shall have
commenced pursuant to the provisions thereof, (ii) Tenant shall be in
possession of the premises demised under the Lease, (iii) the Lease shall be
in full force and effect and (iv) Tenant shall not be in default under any of
the terms, covenants or conditions of the Lease or of this Agreement on
Tenant's part to be observed or performed.

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50 3. Tenant agrees that if Mortgagee shall become the owner of
 51 the Premises by reason of the foreclosure of the Mortgage or the acceptance of
 52 a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not
 53 be terminated or affected thereby but shall continue in full force and effect
 54 as a direct lease between Mortgagee and Tenant upon all of the terms,
 55 covenants and conditions set forth in the Lease and in that event Tenant
 56 agrees to attorn to Mortgagee and Mortgagee agrees to accept such attornment,
 57 provided, however, that the provisions of the Mortgage shall govern with
 58 respect to the disposition of any casualty insurance proceeds or condemnation
 59 awards and Mortgagee shall not be (i) obligated to complete any construction
 60 work required to be done by Landlord (as hereinafter defined) pursuant to the
 61 provisions of the Lease or to reimburse Tenant for any construction work done
 62 by Tenant, (ii) liable for any accrued obligation of Landlord, or for any act
 63 or omission of Landlord, whether prior to or after such foreclosure or sale,
 64 (iii) required to make any repairs to the Premises or to the premises demised
 65 under the Lease required as a result of fire, or other casualty or by reason
 66 of condemnation, unless Mortgagee shall be obligated under the Lease to make
 67 such repairs and shall have received sufficient casualty insurance proceeds or
 68 condemnation awards to finance the completion of such repairs, (iv) required
 69 to make any capital improvements to the Premises or to the premises demised
 70 under the Lease which Landlord may have agreed to make, but had not completed,
 71 or to perform or provide any services not related to possession or quiet
 72 enjoyment of the premises demised under the Lease, or (v) subject to any
 73 offsets or counterclaims which shall have accrued to Tenant against Landlord
 74 prior to the date upon which Mortgagee shall become the owner of the Premises.

75 4. Tenant shall not, without obtaining the prior written
 76 consent of Mortgagee, (i) enter into any agreement amending, modifying or
 77 terminating the Lease, (ii) prepay any of the rents, additional rents or other
 78 sums due under the Lease for more than one (1) month in advance of the due
 79 dates thereof, (iii) voluntarily surrender the premises demised under the
 80 Lease or terminate the Lease without cause or shorten the term thereof, or
 81 (iv) assign the Lease or sublet the premises demised under the Lease or any
 82 part thereof other than pursuant to the provisions of the Lease; and any such
 83 amendment, modification, termination, prepayment, voluntary surrender,
 84 assignment or subletting, without Mortgagee's prior consent, shall not be
 85 binding upon Mortgagee.

86 5. Tenant hereby represents and warrants to Mortgagee that as
 87 of the date hereof (i) Tenant is the owner and holder of the tenant's interest
 88 under the Lease, (ii) the Lease has not been modified or amended, except as
 89 specifically set forth in Exhibit C, (iii) the Lease is in full force and
 90 effect and the term thereof commenced on January 1, 1986, pursuant to the
 91 provisions thereof, (iv) the premises demised under the Lease have been
 92 completed and Tenant has taken possession of the same on a rent paying basis,
 93 (v) neither Tenant nor Landlord is in default under any of the terms,
 94 covenants or provisions of the Lease and Tenant to the best of its knowledge
 95 knows of no event which but for the passage of time or the giving of notice or
 96 both would constitute an event of default by Tenant or Landlord under the
 97 Lease, (vi) neither Tenant nor Landlord has commenced any action or given or
 98 received any notice for the purpose of terminating the Lease, (vii) all rents,
 99 additional rents and other sums due and payable under the Lease have been paid
 100 in full and no rents, additional rents or other sums payable under the Lease
 101 have been paid for more than one (1) month in advance of the due dates
 102 thereof, (viii) there are no offsets or defenses to the payment of the rents,
 103 additional rents, or other sums payable under the Lease, and (ix) Landlord has
 104 satisfied all of its obligations under the Tenant Work Agreement, including,
 105 but not limited to, the payment of any Landlord's allowance or contribution.

106 6. Tenant shall notify Mortgagee of any default by Landlord
 107 under the Lease which would entitle Tenant to cancel the Lease or abate the

and if and when Tenant notifies Landlord

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108 rents, additional rents or other sums payable thereunder, and agrees that,
109 notwithstanding any provisions of the Lease to the contrary, no notice of
110 cancellation thereof shall be effective unless Mortgagee shall have received
111 notice of the default giving rise to such cancellation and shall have failed
112 within sixty (60) days after receipt of such notice to cure such default, or
113 if such default cannot be cured within sixty (60) days, shall have failed
114 within sixty (60) days after receipt of such notice to commence and to
115 thereafter diligently pursue any action necessary to cure such default.

116 7. Neither the Mortgagee nor its nominee, successors or assigns
117 shall have any obligation to perform any of the obligations of Landlord under
118 the Lease, unless and until the Mortgagee or its nominee, successors or
119 assigns (as the case may be) shall acquire title to, or take possession of,
120 the Premises and, further, from and after the date on which Mortgagee or its
121 nominee, successors or assigns (as the case may be) shall so acquire title to,
122 or take possession of, the Premises, Mortgagee, or its nominee, successors or
123 assigns (as the case may be) shall have no liability to Tenant pursuant to the
124 Lease, this Agreement or otherwise, beyond their respective interests in the
125 Premises. Tenant agrees that with respect to any money judgment which may be
126 obtained or secured by Tenant against Mortgagee or its nominee, successors or
127 assigns (as the case may be) on account of claims arising under the Lease,
128 this Agreement or any other documents or instruments executed in connection
129 with the Premises, Tenant shall look solely to the estate or interest owned by
130 Mortgagee or its nominee, successors or assigns (as the case may be) in the
131 Premises, or any portion thereof, and Tenant will not collect or attempt to
132 collect any such judgment out of any other assets of Mortgagee or its nominee,
133 successors or assigns (as the case may be). Without limiting the generality
134 of the foregoing, neither the Mortgagee, nor its nominee, successors or
135 assigns shall have any obligations or liabilities to the Tenant hereunder or
136 under the Lease beyond the obligations and liabilities of Landlord under the
137 Lease (to the extent that such obligations and liabilities are to be assumed
138 by Mortgagee or its nominee, successors or assigns (as the case may be) under
139 this Agreement).

140 8. All notices, consents and other communications pursuant to
141 the provisions of this Agreement shall be in writing and shall be sent by
142 registered or certified mail, return receipt requested, and shall be deemed
143 given when postmarked and addressed as follows:

144 If to Mortgagee:

145 The Sumitomo Trust & Banking Co., Ltd.
146 New York Branch
147 527 Madison Avenue
148 New York, New York 10022

149 Attention: Albert C. Tew II

150 with a copy to:

151 Battle Fowler
152 280 Park Avenue
153 New York, New York 10017

154 Attention: Alan S. Weil, Esq.

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If to Tenant:

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Bethlehem Steel Corporation
Real Estate Services Division
Bethlehem, Pennsylvania 18016

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Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective.

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9. This Agreement shall be binding upon and inure to the benefit of Mortgagee and Tenant and their respective successors and assigns.

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10. The term "Mortgagee" as used herein shall include the successors and assigns of Mortgagee and any person, party or entity which shall become the owner of the Premises by reason of a foreclosure of the Mortgage or the acceptance of a deed of assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease. The term "Premises" as used herein shall mean the Premises, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.

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11. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

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12. This Agreement shall be governed by and construed under the laws of the State in which the Premises are located.

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IN WITNESS WHEREOF, Mortgagee and Tenant have duly executed this Agreement as of the date first above written.

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THE SUMITOMO TRUST & BANKING CO., LTD.,
a Japanese banking corporation

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By: Joseph M. Kelley
Name: Joseph M. Kelley
Title: Vice President

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BETHLEHEM STEEL CORPORATION, a Delaware corporation,

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By: A. M. Weller
Name: A. M. Weller
Title: Vice President

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190 STATE OF New York)
191) ss.:
192 COUNTY OF New York)

193 I, David Tenzer, a Notary Public, in and for said County, in
194 the state aforesaid, DO CERTIFY THAT Isaoji Kato, the Vice President of THE
195 SUMITOMO TRUST & BANKING CO., LTD., a Japanese Bank acting through its New
196 York branch, who is personally known to me to be the person whose name is
197 subscribed to the foregoing instrument as such Vice President,
198 appeared before me this day in person and acknowledged that he signed and
199 delivered the said instrument as his own free and voluntary act and as the
200 free and voluntary act of The Sumitomo Trust & Banking Co., Ltd., for the uses
201 and purposes therein set forth.

202 Given under my hand and notarial seal this 20th day of July,
203 1990.

204 David Tenzer
205 Notary Public

206
207 My Commission Expires:

DAVID TENZER
Notary Public, State of New York
No. 4347836
Qualified in New York County
Commission Expires February 27, 1991

[SEAL]

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COMMONWEALTH

208 STATE OF PENNSYLVANIA)
209) ss.:
210 COUNTY OF LEHIGH)

211 COMMISSIONER, I, DOROTHY A. MIDASH, a Notary Public, in and for said County, in
212 the state aforesaid, DO CERTIFY THAT A.M. WALLER, the VICE PRESIDENT of
213 BETHLEHEM STEEL CORPORATION, who is personally known to me to be the person
214 whose name is subscribed to the foregoing instrument as such VICE
215 PRESIDENT, appeared before me this day in person and acknowledged that he
216 signed and delivered the said instrument as his own free and voluntary act and
217 as the free and voluntary act of said Bethlehem Steel Corporation, for the
218 uses and purposes therein set forth.

219 Given under my hand and notarial seal this 3rd day of July,
220 1990.

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222

Dorothy A. Midash
Notary Public

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[SEAL]

224 My Commission Expires:

NOTARIAL SEAL
Dorothy A. Midash, Notary Public
City of Bethlehem, Lehigh County, Pa.
My Commission Expires Dec. 7, 1992

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EXHIBIT A

226 1. The Mortgage: Mortgage dated as of July 18, 1990, in the
227 principal sum of \$80,000,000 given by LaSalle National Bank, not
228 personally but as Trustee under Trust Agreement dated August 15, 1979
229 and known as Trust Number 101565 to The Sunitomo Trust & Banking Co.,
230 Ltd. covering the fee estate in the Premises.

231 2. The Note: Note dated as of July 18, 1990, in the principal sum
232 of \$20,000,000 given by LaSalle National Bank, not personally but as
233 Trustee under Trust Agreement dated August 15, 1979 and known as Trust
234 Number 101565 and Chicago Superior Associates to The Sunitomo Trust &
235 Banking Co., Ltd.

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EXHIBIT B

(Description of Premises)

PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS ONE TRACT, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN LILL'S CHICAGO BREWERY COMPANY'S SUBDIVISION IN BLOCK 54 IN KINSEY'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SAID SECTION 10; THENCE NORTH 0 DEGREES 10 MINUTES 52 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 3, BEING ALSO THE EAST LINE OF NORTH MICHIGAN AVENUE, A DISTANCE OF 121.60 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 2.20 FEET OF SAID LOT 3; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 64.20 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE SOUTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 8.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 10.20 FEET OF LOT "A" IN LILL'S CHICAGO BREWERY COMPANY'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 45.80 FEET TO THE EAST LINE OF THE WEST 45 FEET 9 1/2 INCHES OF SAID LOT "A"; THENCE NORTH 0 DEGREES 10 MINUTES 52 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 10.20 FEET TO A POINT ON THE NORTH LINE OF SAID LOT "A", BEING ALSO THE SOUTHERLY TERMINUS OF A 15 FOOT PUBLIC ALLEY; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS EAST 15.00 FEET ALONG THE NORTH LINE OF LOT "A" TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 1 IN WARE'S RESUBDIVISION OF LOT 5 IN LILL'S CHICAGO BREWERY COMPANY'S RESUBDIVISION OF LOTS 1 AND 2 IN LILL'S CHICAGO BREWERY SUBDIVISION IN BLOCK 5, AFORESAID; THENCE NORTH 0 DEGREES 10 MINUTES 52 SECONDS EAST ALONG SAID EXTENDED LINE AND SAID WEST LINE OF LOT 1, BRING ALSO THE EAST LINE OF A 15 FOOT PUBLIC ALLEY, A DISTANCE OF 149.96 FEET TO THE NORTHWEST CORNER OF LOT 1 IN WARE'S RESUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES 47 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF LOTS 1, 2, 3 AND 4 OF WARE'S RESUBDIVISION AND ALONG THE NORTH LINE OF LOTS 11, 12, 13 AND 14 IN LILL'S CHICAGO BREWERY COMPANY'S RESUBDIVISION AFORESAID, BEING ALSO THE SOUTH LINE OF EAST CHICAGO AVENUE, A DISTANCE OF 175.11 FEET TO THE NORTHEAST CORNER OF LOT 14 IN LILL'S CHICAGO BREWERY COMPANY'S RESUBDIVISION AFORESAID; THENCE SOUTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 14 A DISTANCE OF 130.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 47 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF LOTS 12, 13 AND 14 OF LILL'S CHICAGO BREWERY COMPANY'S RESUBDIVISION, BEING ALSO THE NORTH LINE OF A PUBLIC ALLEY A DISTANCE OF 65.05 FEET TO THE EASTERLY TERMINUS OF AN ALLEY VACATED BY DOCUMENT NO. 22596871, RECORDED JANUARY 16, 1974; THENCE SOUTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG SAID TERMINAL LINE A DISTANCE OF 16.25 FEET; THENCE CONTINUING SOUTH 0 DEGREES 10 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF A 10 FOOT PRIVATE ALLEY LYING EAST AND ADJOINING LOTS 'C' AND 10 IN LILL'S CHICAGO BREWERY SUBDIVISION AFORESAID, A DISTANCE OF 126.92 FEET TO THE SOUTHERLY TERMINUS OF SAID 10 FOOT PRIVATE ALLEY; THENCE WEST ALONG SAID TERMINAL LINE AND ALONG THE SOUTH LINE OF LOTS 3 TO 10 OF LILL'S CHICAGO BREWERY SUBDIVISION AFORESAID, BEING ALSO THE NORTH LINE OF EAST SUPERIOR STREET, A DISTANCE OF 235.06 FEET TO THE SOUTHWEST CORNER OF LOT 3, BEING THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT AND OTHER RIGHTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL ONE AS CREATED BY DECLARATION OF EASEMENTS AND AGREEMENTS DATED JUNE 17, 1981 AND RECORDED JULY 27, 1981 AS DOCUMENT NO. 25950376 OVER AND UPON THAT PROPERTY LABELED 'VEHICULAR MANUEVERING AREA' ON EXHIBIT J TO SAID DECLARATION. IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

(Description of Lease)

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Lease dated as of October 25, 1985, between Olympia & York Illinois Developments Corporation as agent for the Owner, as Landlord, and Bethlehem Steel Corporation, as Tenant, as amended pursuant to a certain First Amendment to Lease dated April 13, 1987 between Olympia & York Illinois Developments Corporation, as agent for the Owner, and Bethlehem Steel Corporation, and a certain Second Amendment to Lease dated December 12, 1988 between Olympia & York Illinois Developments Corporation, as agent for the Owner, and Bethlehem Steel Corporation.

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