

# UNOFFICIAL COPY

## SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT

90307539  
90387829

THIS AGREEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_, 1989, and is made between Genra Casualty & Surety Company, ("Mortgagee"), and Gentry Clothiers, Inc. formerly doing business as \_\_\_\_\_ ("Tenant"), or one of its affiliates or designees Gentry Acquisition Corp.

### RECITALS:

(a) <sup>BE</sup> Tenant has entered into a certain lease ("Lease") dated July 2, 1987 with \_\_\_\_\_ as lessor ("Landlord"), covering premises in a certain building known as Arlington Towne Square Shopping Center and located in Arlington Heights, Illinois ("Building"); and

(b) Mortgagee has agreed to make a mortgage loan of \_\_\_\_\_ ("the Mortgage") to the Landlord, secured by the Building, and the parties desire to set forth their agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the sum of ONE DOLLAR (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, the parties hereby agree as follow:

1. Said Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacement and extensions thereof, to the full extent of amounts secured thereby and interest thereon.

2. Tenant agrees that it will attorn to and recognize any purchase at a foreclosure sale under the Mortgage, any transferee who acquires the demised premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of said Lease upon the same terms and conditions set forth in said Lease, or any renewals, modifications, consolidations, replacements or extensions there.

3. If becomes necessary to foreclose the Mortgage, Mortgagee will not terminate said Lease nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants, or conditions of said Lease.

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall not be

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

prior to such succession of interest

(b) liable for the return of any security deposit; or

except if such security deposit is assigned to Mortgagee

\*American National Bank and Trust Company of Chicago, as Trustee of Trust No. 67571

and shall not disturb Tenant's peaceful possession of its premises in the Building,

90387829

# UNOFFICIAL COPY

9 0 3 3 7 8 3 9

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

(d) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(e) bound by any amendment or modification of the Lease made without its consent.

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

6. Tenant agrees to give any Mortgagees and/or Trust Deed Holders, by Registered Mail, ~~or certified or by Federal Express~~ a copy of any Notice of Default served upon the Landlord, provided that prior to such notice tenant has been notified, in writing, (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of Such Mortgagees and/or Trust Deed Holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Mortgagees and/or Trust Deed Holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, any Mortgagee and/or Trust Deed Holder has commenced and is diligently pursuing the remedies necessary to cure such default, ~~(including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure)~~ in which event this lease shall not be terminated while such remedies are being so diligently pursued.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

Aetna Casualty & Surety Company

Date

Date

2/13/89

Mortgagee:

Tenant:

Gentry Clothing, Inc., Formerly  
doing business as Gentry Acquisition Co.

*Benny E. [Signature]*  
VP Marketing & Development

90287839

**PARCEL 1:**

That part of Lots 5 and 6 (Taken as a Tract) in the Subdivision of Joseph A. Barnes' Farm in Sections 9, 15 and 16, Township 41 North, Range 11 East of the Third Principal Meridian described as follows: Beginning at a point on the North line of Section 16 aforesaid, distance 498.99 feet West of the center line of Arlington Heights Road; running thence South parallel with center line of said road to a straight line drawn through a point in the center line of said road distance 481.13 feet Southerly from the North line of said Section 16, (measured on the Northwesterly lines of said Lots 5 and 6); thence Easterly along said last described line to the center line of said road; thence Northerly along said center line to the North line of said Section 16; thence West along said North line to the point of beginning. Except that part of said tract lying Easterly of a line drawn from a point in the North line of said Tract 265 feet West of the North East corner thereof, to a point in the South line of said Tract 265 feet West of the South East corner thereof) and except that part of said Tract described as follows: Beginning at a point in the North line of Section 16, aforesaid, 265 feet West of the center line of Arlington Heights Road; thence South parallel with said center line 200 feet; thence West parallel with the North line of said Section 100 feet thence North parallel with the center line of said road, 200 feet to the North line of said Section; thence East along said North line to the point of beginning, in Cook County, Illinois.

**PARCEL 2:**

That part of Lots 5 and 6 (Taken as a Tract) in the Subdivision of Joseph A. Barnes' Farm in Sections 9, 15 and 16, Township 41 North, Range 11 east of the Third Principal Meridian, described as follows: Beginning at a point in the North line of Section 16, aforesaid distant 84.37 feet East of the intersection of said North line with the Northwesterly line of Lot 5 aforesaid; running thence East along said Section line, 271.90 feet to a point 589.99 feet West of the center line of Arlington Heights Road; thence Southerly 481.13 feet along a line parallel with the center line of said road; thence West along a line drawn parallel with the North line of Section 16, aforesaid, 271.90 feet; thence North along a line drawn parallel with the center line of said Arlington Heights Road, 481.13 feet to the point of beginning, in Cook County, Illinois.

**ALSO:**

That part of Lots 5 and 6 (Taken as a Tract) in the Subdivision of Joseph A. Barnes' Farm in Sections 9, 15 and 16, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows: Beginning at a point on the North line of Section 16, aforesaid, distant 356.27 feet East of the intersection of said North line with the Northwesterly line of Lot 5 aforesaid; running thence East along said Section line, 91 feet to a point 498.99 feet West of the center line of Arlington Heights Road; thence Southerly 481.33 feet along a line parallel with the center line of said road; thence West along a line parallel with the North line of Section 16 aforesaid, 91 feet; thence North along a line drawn parallel with the center line of said Arlington Heights Road, 481.13 feet to the point of beginning, in Cook County, Illinois.

ARLINGTON HEIGHTS LEGAL DESCRIPTION (CONTINUED)

PARCEL 3:

That part of Lots 5 and 6 in the Subdivision of Joseph A. Barnes' Farm in Sections 9, 15 and 16, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows: Beginning at a point on the North line of said Section 16, which is 190 feet West of its intersection with the center line of Arlington Heights Road; thence continuing West along said Section line 75 feet; thence Southwardly parallel with the center line of Arlington Heights Road, 481.13 feet to the South line of the Tract of land conveyed to William C. Boettcher and Mary Boettcher, his wife by Warranty Deed dated July 24, 1929 and filed in the office of the Registrar of Titles of Cook County, Illinois, on August 9, 1929 as Document 473203; thence East along said South line of said Tract so conveyed 214.90 feet to a line 50 feet (as measured at right angles) West of and parallel with the center line of Arlington Heights Road; thence North along the last described line, a distance of 317.13 feet; thence West parallel with the North line of Section 16, aforesaid, 139.90 feet; thence Northwardly parallel with the center line of Arlington Heights Road, 164 feet to the point of beginning, in Cook County, Illinois.

PARCEL 4:

That part of Lots 5 and 6 (Taken as a Tract) in the Subdivision of Joseph A. Barnes' Farm in Sections 9, 15 and 16, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows: beginning at a point on the North line of Section 16, aforesaid, which is 265 feet West of the center line of Arlington Heights Road; thence running South parallel with the center line of Arlington Heights Road, 200 feet; thence running West parallel with the center line of Arlington Heights Road, 200 feet to the intersection with the North line of said Section 16; thence East along the North line of said Section 16, to point of beginning in Cook County, Illinois.

90-87829

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING  
T#8888 TRAN 5057 08/09/98 15 31 0  
#8787 \* H \* -90 -387839  
COOK COUNTY RECORDER

90387839

16<sup>00</sup>