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SUBORDINATION, ATTORNMEN AND NONDISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMEN AND NONDISTURBANCE AGREEMENT made as of the 15th day of August, 1990, by and between American National Bank and Trust Company of Chicago as Trustee under a Trust Agreement dated May 15, 1989, and known as Trust No. 106425-02 (hereinafter "Landlord"), Albany Bank and Trust Company as Trustee, under a Trust Agreement dated February 28, 1989, and known as Trust No. 11-4611 (hereinafter "Tenant"), and Home Savings of America (hereinafter "Lender").

WITNESSETH:

\$16.00

WHEREAS, Landlord has conveyed certain real property described in Exhibit A attached hereto and by reference incorporated herein (the "Premises") by a certain Mortgage, Assignment of Rents and Security Agreement, and Financing Statement dated of even date herewith (the "Mortgage") to the Lender to secure the payment of a promissory note dated of even date herewith in the amount of \$1,150,000 executed by Landlord, payable to the order of Lender (the "Note") upon terms and conditions as more fully set forth in the Note and Mortgage; and

WHEREAS, Tenant has executed a certain Lease dated as of July 1, 1989, and a new Lease to become effective as of this 15th day of August, 1990 (hereinafter collectively referred to as the "Leases"), by and between Landlord and Tenant pursuant to which Landlord has leased the Premises for a term of years commencing on the lease commencement date as more fully defined in the Leases; and

WHEREAS, the Leases create and recognize certain rights, duties, obligations and covenants of Landlord and Tenant in the use of the Premises; and

WHEREAS, the Leases remain in full force and effect, unmodified and unamended, between the parties thereto in accordance with the terms and conditions therein provided; and

WHEREAS, Landlord, Tenant and Lender are willing to agree and covenant that the Leases shall be subject and subordinate to the Mortgage but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Mortgage made by the Landlord covering, or in the event Lender otherwise succeeds to Landlord's interest with respect to, any part of the Premises.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinabove and hereinafter contained, Landlord, Tenant and Lender agree as follows:

1. Landlord and Tenant certify that the Leases have been fully executed and are in full force and effect, and have not been modified or amended except as expressly set forth in the Recitals above. Tenant further certifies that Landlord is not in default under any of the terms of the Leases.

2. The Leases shall be and are hereby made subject and subordinate to the Mortgage and to all the terms, conditions and provisions thereof and to all advances made or to be made thereunder, and all amounts secured thereby, and to any extensions, modifications, amendments or supplements thereto, all with the same force and effect as if the Mortgage (including all extensions, modifications, amendments or supplements thereto) had been executed, delivered and recorded prior to the execution and delivery of the Leases.

3. In the event Lender becomes mortgagee in possession of the Premises or a receiver for the Premises is appointed by any court of competent jurisdiction, then Tenant agrees to pay Lender or receiver, as the case may be, all rents subsequently payable under the Leases. Notice of the exercise of the Lender's or receiver's rights under this paragraph shall be provided in accordance with the provisions of paragraph 8 hereof. Further, in the event any proceedings are brought by Lender (a) to foreclose the Mortgage or any renewal, modification, consolidation, replacement or extension thereof, for any reason whatsoever or (b) to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and provided the term of the Leases have commenced and the Tenant is not then in default in the payment of rent or in the performance of any of the terms, conditions or covenants of the Leases, Tenant, Landlord, and Lender agree, that the Leases and any extension thereof shall, in accordance with their terms, remain in full force and effect as direct indentures of Lease between Lender and Tenant, with the same force and effect as if originally entered into with Lender; and Tenant's possession of the Premises and Tenant's rights and privileges under the Leases and any extension or extensions thereof shall not be diminished, interfered with or disturbed by Lender by such foreclosure under the Mortgage or by any such attempt

BOX 333

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160-53-17
Bill

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to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise; provided, however, that Lender shall not (a) be liable for any previous breach, act or omission of Landlord, under the Leases, (b) be subject to any offset, defense of counterclaim which may have accrued or may thereafter accrue to Tenant against Landlord (but not against such Lender), (c) be bound by any prepayment of more than one month's rent, (d) be bound by any amendment or modification of the Leases made without Lender's written consent, (e) be bound by any notice given by Tenant to Landlord whether or not such notice is given pursuant to the terms of the Leases, (f) be liable to refund to Tenant or credit Tenant with the amount of any security or other payment or deposit (other than rent paid to Landlord for not more than the current month), unless such amount shall have been paid over by Landlord to Lender and shall have been specifically identified and accepted by Lender as a security or deposit fund.

4. In the event of any such foreclosure or succession to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and the resulting succession to the interests of Landlord by Lender or by any purchaser of said interests through foreclosure sale (which Lender or purchaser shall hereinafter be referred to as the "Successor Landlord"), Tenant shall attorn to and shall be bound to Successor Landlord under all of the terms in the Leases for the balance of the term plus any extension or extensions thereof without the execution of any further instrument on the part of the parties hereto.

5. Tenant agrees that it shall look solely to the Premises for recovery of any judgment or damages from Lender or any other Successor Landlord and neither Lender or any other Successor Landlord shall have any personal liability directly or indirectly under or in connection with the Leases or this Agreement or any amendment or amendments to either thereof made at any time or times heretofore or hereafter and Tenant, and any person claiming by, through or under Tenant, hereby forever and irrevocably waives and releases any and all such personal liability.

6. Tenant agrees at any time and from time to time to execute, deliver and acknowledge to Landlord, to Lender or to any third party designated by Landlord or by Lender within ten (10) days following Landlord's or Lender's written request therefor, (a) a statement in writing certifying that the Leases are in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Tenant alleges), that rent has not been prepaid more than one month in advance, and specifying any further information about the Leases or the Premises which Landlord or Lender or said third party may reasonably request, and (b) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Leases to any third party. Tenant understands that prospective purchasers, mortgagees or landlords of the Premises or any part thereof will rely on such certificates. Tenant's obligation to deliver such certificates within ten (10) days as described above is a material obligation of Tenant hereunder and under the Leases. Tenant will be liable to Landlord and to Lender for consequential damages they may suffer if Tenant fails to deliver such certificates in the manner described above.

7. Tenant agrees that it will give prompt written notice in the manner provided herein to the Lender of any casualty damage to the leased Premises and further agrees that it will give prompt written notice to the Lender of any default on the part of Landlord under the Leases, and Tenant further agrees that Lender shall be provided thirty (30) days following such notice to cure such default prior to the exercise by Tenant of any of its rights under the Leases (or if the default is of such nature that it cannot be cured within such thirty (30) day period such period shall be the time reasonably required to cure such default, provided that Lender commences to remedy such default within such thirty (30) day period and proceeds with reasonable diligence thereafter to cure such default), it being agreed that the correction of any such default by Lender shall have the same effect and be treated as a correction by the Landlord.

8. No amendment, alteration, modification of or addition to this Agreement or the Leases shall be valid or binding unless expressed in writing, signed by the party or parties to be bound thereby and approved in writing by Lender.

9. Whenever and wherever in the Leases, the Mortgage or in any proceedings involving the foreclosure or attempt to foreclose pursuant to the Mortgage, it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be in writing and be deemed to have been given or served three (3) business days after being mailed, postage prepaid, by certified or registered mail or when delivered in person and addressed as follows:

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COOK COUNTY, ILLINOIS
RECORDS
1990 AUG 16 AM 10:46

90399534

To Landlord:

William E. Bronner
3337 North Southport Avenue
Chicago, Illinois 60657

To Lessee:

c/o Regent Realty Group, Inc.
3339 North Southport
Chicago, Illinois 60657

To Lender:

Home Savings of America
P.O. Box 7075
Pasadena, California 91109-7075

or to such other addresses as may hereinafter be designated by any party by proper notice to the others.

10. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.

11. This Agreement shall remain in full force and effect until such time as the Mortgage is released of record.

12. The parties hereto agree that this Agreement may be recorded in the public records of Cook County, Illinois.

13. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee as
aforesaid.

By: [Signature]
Its: [Signature]

ATTEST:

By: [Signature]
Its: [Signature]

LENDER:

HOME SAVINGS OF AMERICA

By: [Signature]
Name: John D. Griffith
Title: Attorney

TENANT:

ALBANY BANK AND TRUST COMPANY,
as Trustee as aforesaid.

By: [Signature]
Its: [Signature]

ATTEST:

By: [Signature]
Its: [Signature]

This instrument is executed by ALBANY BANK AND TRUST COMPANY N.A., not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by ALBANY BANK AND TRUST COMPANY N.A. are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against ALBANY BANK AND TRUST COMPANY N.A. by reason of any of the covenants, statements, representations or warranties contained in this instrument.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee, in the exercise of the power and authority contained upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, statement, undertaking or agreement of the Trustee in this instrument.

Mail
This Instrument prepared by:

William E. Bronner
3337 North Southport Avenue
Chicago, Illinois 60657

BOX 333

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STATE OF ILLINOIS

COUNTY OF Cook

} SS:

I, the undersigned, a Notary Public, in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY that Arnold J. Kaizer, the first trust officer, President and Mark Shekoyan, Secretary, respectively, of Trust Co. Albany Bank & Trust Co., personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such first trust officer, President and first vice pres. Secretary, respectively, appeared before me this day in person and being first duly sworn by me severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and the said first vice pres. Secretary, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as said first vice pres. Secretary's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 15th day of August, 1990



Edith Lohrmann
Notary Public

State of Illinois

Cook County ss:

I, KULA DAVIDSON

a notary public in and for said county and state, do hereby certify that

Peter Johansen SECOND VICE PRESIDENT

Andra M. Lutkus ASSISTANT SECRETARY

personally known to me to be the same person(s) whose name(s) me this day in person, and acknowledged that voluntary act, for the uses and purposes therein set forth.

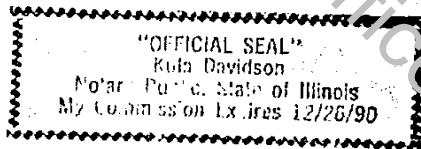
American National Bank and Trust Company of Chicago subscribed to the foregoing instrument, appeared before signed and delivered the same instrument as free and

Given under my hand and official seal, this

day of AUG 15 1990, 19

My commission expires:

Kula Davidson
Notary Public



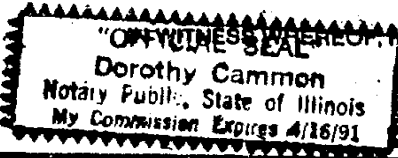
90399534

STATE OF ILLINOIS

COUNTY OF Cook

} SS:

I, Dorothy Cammon, a Notary Public, in and for and residing in Dak Park Ill. County, in the State aforesaid, DO HEREBY CERTIFY that John B. Suffitt, attorney for Home Savings of America, President and Secretary, respectively, of attorney, personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such attorney, President and Secretary, respectively, appeared before me this day in person and being first duly sworn by me severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and the said attorney Secretary, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

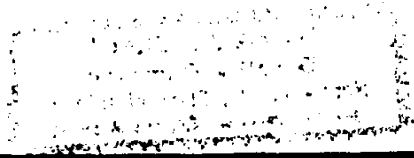


IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 15th day of August, 1990

Dorothy Cammon
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1 TO 4 IN BLOCK 3 IN FOSTER'S MONTROSE BOULEVARD SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND EXCEPT STREETS HERETOFORE DEDICATED, REFERENCE BEING HAD TO THE PLAT OF SAID SUBDIVISION RECORDED MAY 9, 1905 AS DOCUMENT NO. 3692294, IN COOK COUNTY, ILLINOIS.

COMMON PROPERTY ADDRESS:

4344-56 North Winchester and
1945-55 West Monroe
Chicago, Illinois

PERMANENT INDEX NUMBERS:

14-18-400-017
14-18-400-018

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