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COOK COUNTY, ILLINOIS
1991 MAY 15 AM 10:38

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SUBORDINATION
AND ATTORNMENT AGREEMENT

THIS AGREEMENT made as of the 9th day of May, 1991 by and between GENERAL DRUG COMPANY, an Illinois corporation (hereinafter referred to as "Tenant"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (hereinafter referred to as "Lender").

W I T N E S S E T H:

23-

WHEREAS, by a certain Lease dated as of May 1, 1991, LaSalle National Bank as Trustee under Trust Agreement dated November 19, 1965 and known as Trust Number 10-18-999-09 (hereinafter referred to as "Landlord"), demised and leased to Tenant certain premises (the "Premises") located in Chicago, Illinois legally described on Exhibit "A" attached hereto and by this reference incorporated herein, upon the terms and conditions and for the rental, as more fully appear in said lease (said lease hereinafter referred to as the "Lease"); and

WHEREAS, Landlord, by its Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Mortgage") dated as of May 1, 1991 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois did grant and convey unto Lender, all of its right, title and interest in and to the Premises to secure the payment of its Note dated as of May 1, 1991 in the principal amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) payable to Lender, with principal and interest payable as therein provided; and

WHEREAS, Lender, as a condition to making and continuing to make advances on the loan on the Premises has requested the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Lender to make said loan upon said premises and in consideration of the sum of One Dollar (\$1.00) by each of the parties hereto paid to the other, receipt whereof is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant hereby represents and warrants to Lender as follows: (i) a true, accurate and complete copy of the Lease, including all modifications, amendments and supplements thereto is attached hereto as Exhibit "B", (ii) the Lease is in full force and effect, (iii) neither the Tenant nor, to Tenant's knowledge, landlord thereunder, is in default under the Lease, and (iv) Tenant has no knowledge of any event which with the

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passage of time or the giving of notice would be a default thereunder.

2. The Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements, and extensions thereof, to the full extent of the principal sum secured thereby, interest thereon, and all other amounts and sums secured thereby.

3. Tenant agrees that any action by the Lender to enforce the Mortgage by reason of default thereunder will not terminate the Lease, or invalidate or constitute a breach of any of the terms thereof, and that if said Mortgage be foreclosed, or a voluntary conveyance in lieu of foreclosure shall be delivered, or a sale of the Premises pursuant to the Mortgage, Tenant does hereby attorn to the successors and assigns of the landlord (successors and assigns being herein defined to include the Lender and/or purchaser at any sale of the Premises).

4. Tenant's attornment by these presents is effective and self-operative without the execution of any other instruments on the part of the parties hereto immediately upon the Lender or purchaser at the sale of the Premises succeeding to the interest of the landlord under the Lease.

5. In the event that the Lender shall succeed to the interest of the Borrower under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior landlord under the Lease (including the Borrower); or

(b) subject to any offsets or defenses which the Tenant might have against any prior landlord under the Lease (including the Borrower); or

(c) bound by any amendments or modification of the Lease made without its prior written consent; or

(d) bound by any prepayment of rent (in excess of the current month) or any deposit, rental security or any other sums deposited with any prior landlord under the Lease (including the Borrower) unless said sum is actually received by the Lender.

6. Tenant hereby waives, to the extent permitted by law, the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give it any right or election to terminate or otherwise adversely affect its Lease and the obligations of tenant hereunder by reason of any foreclosure proceeding.

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7. Tenant agrees that it shall not alter, modify, or change the material or financial terms of the Lease or cancel or terminate same or accept a surrender without the prior written consent of the Lender.

8. Tenant will give prompt written notice to the Lender of any default on the part of the landlord of the landlord's obligations under the Lease, and in the event of such a default, including, without limitation, any default of such a nature as to give Tenant a right to (a) terminate or cancel the Lease, (b) reduce the rent of any additional rent or any other sum due thereunder; or (c) credit or offset any amounts against future rents or charges payable thereunder; and in any such event or events, the Lender shall have the right and option to cure any such default within thirty (30) days after receipt of such written notice prior to Tenant exercising any of its said rights under the Lease.

The provisions of this agreement shall bind, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TENANT:

GENERAL DRUG COMPANY, an
Illinois corporation

By: 

Its: Sidney J. Hornblower, President

LENDER:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, a
national banking association

ATTEST:

Its:

By: 

Its: Sidney J. Hornblower, President

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11/15/2011

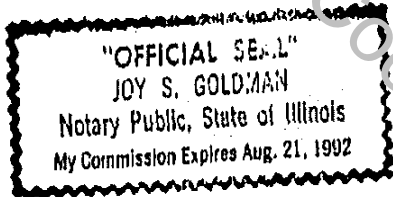
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STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 9th day of May, 1991, personally appeared before me Gregory Hennefand, the Second Vice President of American National Bank and Trust Company, to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Second Vice President of said Bank, and that he signed and delivered the same in behalf of said Bank, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Joy S. Goldman
Notary Public

My Commission Expires:

Clerk of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Holly Brown, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 9th day of April, 1991, personally appeared before me Sidney Gimbel, the Chairman of the Board of General Drug Company one of the general partners of 200 North Fairfield Partnership, an Illinois general partnership, to me personally well known and known to be the person who signed the foregoing instrument, and who by me duly sworn stated and acknowledged that he is Chairman of the board of said corporation, general partner of said partnership, and that he signed and delivered the same in behalf of said corporation action, as general partner of partnership, with authority, as his free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

May

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Holly Brown
Notary Public

My commission expires: _____



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COOK COUNTY, ILL.

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EXHIBIT A

Legal Description

Parcel 1:

LOTS 1 TO 11, BOTH INCLUSIVE, (EXCEPT THE SOUTH 10.00 FEET OF SAID LOTS 1 TO 11) IN THE SUBDIVISION OF LOTS 73 TO 82, BOTH INCLUSIVE, IN EDGAR LOOMIS SUBDIVISION OF LOTS 4, 5, 6, 7, 14, 16, AND 17 (EXCEPT THE WEST 33.00 FEET OF LOTS 5, 6 AND 16) IN V.C. TURNER'S SUBDIVISION OF LOT 4 IN PARTITION OF THE SOUTH 81.14 ACRES IN THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 15 AND THE WEST 10.4 FEET OF LOT 14 (EXCEPT THE SOUTH 10.00 FEET OF SAID LOTS 15 AND 14) IN W.K. NIXON'S SUBDIVISION OF LOTS 1 TO 10, TOGETHER WITH THAT PART OF LOTS 2 AND 3 LYING NORTH OF THE NORTH LINE OF LAKE STREET IN V.C. TURNER'S SUBDIVISION OF LOT 4, AFORESAID

ALSO

PARCEL 3:

LOTS 25, 26, 27 AND THAT PART OF LOT 24, LYING SOUTH OF THE EASTWARD PROLONGATION OF THE NORTH LINE OF LOT 1 IN THE SUBDIVISION OF LOTS 25, 26 AND 27 IN D. R. GOUCHER'S SUBDIVISION OF THE WEST ONE SIXTEENTH OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; SAID LOTS 25, 26, 27 AND THAT PART OF LOT 24 IN BLOCK 8 OF DAVIS' ADDITION TO CHICAGO BEING THE EAST 15/16THS OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID

ALSO

PARCEL 4:

LOTS 1 TO 4, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOTS 25, 26 AND 27 OF D. R. GOUCHER'S SUBDIVISION, AFORESAID,

ALSO

PARCEL 5:

ALL THE VACATED ALLEYS LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH CALIFORNIA AVENUE (66 FEET WIDE) AND 10.00 FEET NORTH OF THE NORTH LINE OF WEST LAKE STREET (80.00 FEET WIDE) THENCE NORTH 00

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DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EAST LINE OF SAID NORTH CALIFORNIA AVENUE A DISTANCE OF 191.01 FEET TO THE NORTH WEST CORNER OF LOT 1 IN THE SUBDIVISION OF LOTS 25, 26 AND 27 OF D. R. GOUCHERS' SUBDIVISION AFORESAID, THENCE SOUTH 89 DEGREES, 36 MINUTES, 30 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 AND ITS PROLONGATION A DISTANCE OF 269.54 FEET TO THE WEST LINE OF NORTH FAIRFIELD AVENUE (66 FEET WIDE), THENCE SOUTH 00 DEGREES, 00 MINUTES, 15 SECOND EAST ALONG THE WEST LINE OF SAID NORTH FAIRFIELD AVENUE, A DISTANCE OF 181.68 FEET TO A POINT 10.00 FEET NORTH OF THE NORTH LINE OF SAID WEST LAKE STREET, THENCE SOUTH 88 DEGREES, 24 MINUTES, 25 SECONDS WEST ALONG A LINE 10.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID WEST LAKE STREET, A DISTANCE OF 269.65 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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PIN: 16-12-407-061-0000
16-12-407-071-0000
16-12-407-073-0000
16-12-407-074-0000

Common Address:

/
200 North Fairfield
Chicago, Il. ~~60606~~

Cynthia Jared Esquivel
SACHOFF & Weaver, Limited LTD,
30 S. Wacker Suite 2908
Chgo, Ill 60606

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EXHIBIT "B"

Lease

Intentionally Omitted for Recording

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