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SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

AGREEMENT made this 8 day of MAY, 1992, between BANK OF AMERICA
N.T. & S.A. as successor in interest to SECURITY PACIFIC NATIONAL BANK ("Mortgagee"),
and BODY LOGIC, INC. ("Tenant").

WITNESSETH:

SEPT-01 RECORDING \$33.00
T#4444 TRAN 0729 06/16/92 16:02:00
#6419 D * -92-435359
COOK COUNTY RECORDER

1. Mortgagee is the holder of a certain Construction Mortgage and Security Agreement with Assignment of Rents dated as of February 15, 1989 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 21, 1989 as Document No. 89076695 (the "Mortgage") encumbering the real property and improvements thereon that together comprise the real estate commonly known as 1800 North Clybourn Avenue, Chicago, Illinois and legally described in Exhibit A attached hereto (the "Mortgaged Premises").

2. Tenant is the lessee under a lease (the "Lease") dated ~~March 1~~ ^{May 1}, 1992, made by 1800 Clybourn Associates, as beneficiary under American National Bank and Trust Company of Chicago Trust No. 100-558-06, as lessor (the "Landlord"), demising approximately 5,120 square feet on level 4 (the "Demised Premises") of said Mortgaged Premises.

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3. Mortgagee has requested that Tenant subordinate the Lease to the lien of the Mortgage.

4. Tenant has requested that Mortgagee agree not to disturb Tenant's possessory rights in the Demised Premises in the event Mortgagee should foreclose the Mortgage provided that Tenant is not in default under the Lease and provided that Tenant attorns to Mortgagee or the purchaser at the foreclosure sale.

5. Tenant and Mortgagee are willing to so agree on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and TEN DOLLARS (\$10.00) and other good and valuable consideration each to the

This Instrument Prepared By:

Steven B. Silverman
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

Box 211

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0837567

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S.I.

Box 211
(S. Silverman) *SC*

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other in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagee and Tenant hereby agree and covenant as follows:

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

2. That, provided Tenant complies with this Agreement and is not in default under the terms of the Lease in the payment of rent, additional or percentage rent or any other payment to be made under the Lease or the performance of any of the terms, conditions, covenants, clauses or agreements on its part to be performed under the Lease, as of the date Mortgagee files a lis pendens in, or otherwise commences a foreclosure action, or at any time thereafter, no default under the Mortgage, as modified, extended or increased, and no proceeding to foreclose the same will disturb Tenant's possession under said Lease and the Lease will not be affected or cut off thereby (except to the extent that Tenant's right to receive or set off any monies or obligations owed or to be performed by the Mortgagee's predecessors in title shall not be enforceable thereafter against Mortgagee or any subsequent owner), and notwithstanding any such foreclosure or other acquisition of the Demised Premises by Mortgagee, the Lease will be recognized as a direct lease from Mortgagee or any other party acquiring the Demised Premises upon the foreclosure sale, except that the Mortgagee, or any subsequent owner, shall not (a) be liable for any previous act or omission of Landlord under the Lease, (b) be subject to any offset which shall theretofore have accrued to Tenant against Landlord, (c) have any obligation with respect to any security deposited under the Lease unless such security has been physically delivered to Mortgagee, or (d) be bound by any previous modification of the Lease or by any previous prepayment of fixed rent for a period greater than one (1) month, unless such modification or prepayment shall have been expressly approved in writing by the Mortgagee.

3. Any provision of this Agreement to the contrary notwithstanding, Mortgagee shall have no obligation, or incur any liability, with respect to the erection and completion of the building in which the Demised Premises are located or for completion of the Demised Premises or any improvements for Tenant's use and occupancy.

4. That if Mortgagee elects to accept from the then Mortgagee a deed in lieu of foreclosure, Tenant's right to receive or set off any monies or obligations owed or to be performed by the then Landlord shall not be enforceable thereafter against Mortgagee or any subsequent owner.

5. That Tenant will upon request by Mortgagee, or any subsequent owner, execute a written agreement whereunder Tenant does attorn to Mortgagee or any such subsequent owner and affirm Tenant's obligations under the Lease and agree to pay all rentals and charges then due or to become due as they become due to Mortgagee or such subsequent owner.

6. Tenant from and after the date hereof shall send a copy of any notice under the Lease to Mortgagee at the same time such notice is sent to the Landlord under the Lease.

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7. Tenant hereby agrees that from and after the date hereof in the event of any act or omission by Landlord under the Lease (other than any such act or omission which is not capable of being remedied by Landlord under the Lease within a reasonable period) which would give Tenant the right, either immediately or after the lapse of the period of time, to terminate the Lease, or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to the Mortgagee by delivering such notice of such act or omission, by registered mail, return receipt requested, addressed to Mortgagee, at the Mortgagee's address as given herein (Attention: Real Estate Department), or at the last address of Mortgagee, furnished to Tenant in writing and (ii) until a reasonable period of remedying such act or omission shall have elapsed following such giving of notice and following the time when Mortgagee shall have become entitled under the Mortgage to remedy the same; provided, Mortgagee, at its option shall, following the giving of such notice, have elected to commence and continue to remedy such act or omission or to cause the same to be remedied.

8. Tenant will neither offer nor make prepayment of rent (for a period in excess of one month) nor further change the terms, covenants, conditions and agreements of the Lease in any manner without the express consent in writing of the Mortgagee.

9. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

10. 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.

11. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of the Mortgagee, all obligations and liabilities of the Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Mortgagee's interest is assigned or transferred; and provided further that the interest of Tenant under this Agreement may not be assigned or transferred.

12. Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

13. Tenant acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Mortgagee as part of the security for the obligations secured by the Mortgage. In the event that Mortgagee notifies Tenant of a default under the Mortgage and demands that Tenant pays its rent and all other sums due under the Lease to Mortgagee, Tenant agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to the Mortgagee as directed by Mortgagee.

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14. This Agreement may be executed in any number of counterparts and by separate parties hereto on separate counterparts, all of such counterparts taken together to constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written at the places set forth above their signatures.

BANK OF AMERICA N.T. & S.A. as
successor in interest to
SECURITY PACIFIC NATIONAL BANK

By Antia N. Poffich
its Sr. Authorized Officer

By Robert Logic Eric Bergman Jensen
its President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LINDA J. MENKE a Notary Public in and for said county
in the State aforesaid, do hereby certify that Body Logic, Inc. By Gregory Claus
President of Body Logic, Inc.
a _____ corporation, said corporation being a partner of _____,
a _____ partnership, who is personally known to me to be the same person
whose name is subscribed to the foregoing instrument as such _____ President,
appeared before me this day in person and acknowledged that he signed and delivered the
same instrument as his own free and voluntary act and as the free and voluntary act and deed
of said corporation and said partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5TH day of June, 1992.

Linda J. Menke
Notary Public
LINDA J. MENKE
(Type or Print Name)

OFFICIAL SEAL
LINDA J MENKE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 13, 1996

(SEAL)
Commission expires:
2/13/96

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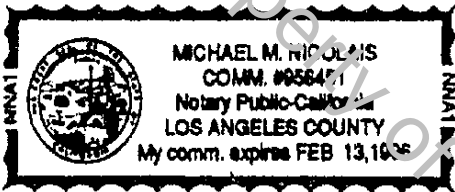
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State of California)
) SS
County of Los Angeles)

I, Michael M. Nicolais a Notary Public in and for said county in the State aforesaid, do hereby certify that Anita N. Roglich, of Bank of America N.T. & S.A. as successor in interest to Security Pacific National Bank who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Authorized Officer, appeared before me this day in person and acknowledged that he signed and delivered the same instrument as his own free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28 day of May, 1992



Michael M Nicolais
Notary Public
Michael M. Nicolais
(Type or Print Name)

(SEAL)
Commission expires:
February 13, 1996

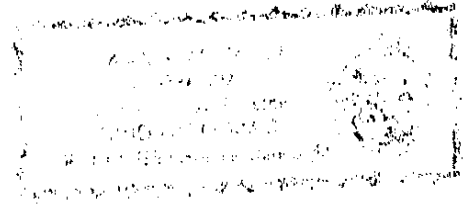
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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 TO 6 AND 21 TO 26, ALL INCLUSIVE, IN BLOCK 6 IN THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, SITUATED IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 4, 5, 6, 7, 8, 9 AND THAT PART OF LOT 3 LYING NORTH AND NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SHEFFIELD AVENUE, 244.47 FEET SOUTH OF THE INTERSECTION OF SAID WEST LINE OF SHEFFIELD AVENUE WITH THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE AND RUNNING THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF SHEFFIELD AVENUE; 81.58 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 164.47 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WILLOW STREET AS NOW OCCUPIED; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE 91.71 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF MARCEY STREET; ALL IN BLOCK 9 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-32-418-002-0000
14-32-420-001-0000
14-32-420-003-0000
14-32-420-004-0000

Property Address: 1800 Clybourn, Chicago, Illinois

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