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Please record & return to:  
Kelly Kavanau  
Office Depot, Inc.  
2200 Old Germantown Road  
Delray Beach, FL 33445

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## LEASE SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made this 13<sup>th</sup> day of November, 1992, by and between  
OFFICE DEPOT, INC.  
(herein "Lessee"), and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation  
(herein "Lender").

### RECITALS

A. Lender is the holder of a certain promissory note (herein the "Note") issued by LA SALLE  
NATIONAL BANK (U/T 44143  
("Lessor"), dated October 18, 1988 in the principal sum of EIGHTEEN MILLION AND NO/100  
DOLLARS (\$ 18,000,000.00 ) and of the mortgage of even date therewith (herein the "Mortgage")  
securing the Note, recorded on October 19, 1988 as Document No. 88480245,

which Mortgage encumbers the real property (herein called the "Subject Property") described on Exhibit A, attached  
hereto and made a part hereof.

B. Lessee and LA SALLE NATIONAL TRUST, N.A., Successor to LA SALLE NATIONAL BANK,  
as Lessor, entered into a lease agreement (herein the "Lease") dated \_\_\_\_\_, 1992 by which Lessee  
leased from Lessor certain premises commonly known as Four Flags Shopping Center, Niles, Illinois  
(herein the "Leased Premises"), and consisting a portion of the Subject Property.

C. Lessee desires to be able to obtain the advantages of the Lease and occupancy thereunder in the event of  
foreclosure of the Mortgage and Lender wishes to have Lessee confirm the priority of the Mortgage over the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinbelow, the parties  
hereto agree as follows:

1. Lessee hereby covenants and agrees that all its rights and interests whatsoever under the Lease in the Leased  
Premises and the Subject Property are and shall remain subject and subordinate to the lien of the Mortgage and to all  
the terms, conditions and provisions thereof, to all advances made or to be made thereunder or under the Note, and to  
any increases, renewals, extensions, modifications, substitutions, consolidations or replacements thereof or of the  
Note.

2. So long as Lessee is not in default (beyond any period given Lessee in the Lease to cure such default) in the  
payment of rent or additional charges or in the performance of any of the other terms, covenants or conditions of the  
Lease on Lessee's part to be performed, Lessee shall not be disturbed by Lender in its possession of the Leased  
Premises during the term of the Lease, or any extension or renewal thereof, or in the enjoyment of its rights under the  
Lease.

3. If the interest of the Lessor under the Lease shall be acquired by Lender or any purchaser ("Purchaser") by  
reason of exercise of the power of sale or the foreclosure of the Mortgage or other proceedings brought to enforce the  
rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds  
to the interest of Lessor under the Lease, Lessee shall attorn to Lender or Purchaser as its lessor, said attornment to  
be effective and self-operative without the execution of any other instruments on the part of either party hereto  
immediately upon Lender's or Purchaser's succeeding to the interest of the Lessor under the Lease, and the Lease  
shall continue in accordance with its terms between Lessee as lessee and Lender or Purchaser as lessor; provided,  
however, that:

- (a) Lender shall not be personally liable under the Lease and Lender's liability under the Lease shall be  
limited to the ownership interest of Lender in the Subject Property;
- (b) Lender shall not be liable for any act or omission of any prior lessor (including Lessor);
- (c) Lender shall not be subject to any offsets or defenses which Lessee might have against any prior lessor  
(including Lessor);

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DEPT-01 RECORDING  
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COOK COUNTY RECORDER  
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(d) Lender shall not be bound by any prepayment of rent or deposit, rental security or any other moneys deposited with any prior landlord (including Lessee) until the least moneys actually received by Lender;

(e) Lender shall not be bound by any agreement or modification of the Lease made without Lender's consent;

(f) Lender shall not be bound to commence or complete any construction or to make any contribution toward construction or installation of any improvements upon the Leased Premises required under the Lease or any expansion or rehabilitation of existing improvements thereon, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of any proceeds recovered under any insurance required to be carried under the Lease; and,

(g) Lender shall not be bound by any restriction on competition beyond the Leased Premises.

4. Lessee certifies to Lender that the Lease is presently in full force and effect with no defaults thereunder by the Lessor or by Lessee and unmodified except as indicated hereinabove; that the term thereof has commenced and the full rental is now accruing thereunder; that Lessee has accepted possession of the Leased Premises and that any improvements required by the terms of the Lease to be made by the Lessor have been completed to the satisfaction of Lessee; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; that the address for notices to be sent to Lessee is as set forth in the Lease, or at the Leased Premises; and that the Lessee, has no charge, lien, claim or offset under the Lease or otherwise, against rents or other charges due or to become due thereunder.

5. Lessee agrees with Lender that from and after the date hereof, Lessee will not terminate or seek to terminate the Lease by reason of any act or omission of the Lessor thereunder until Lessee shall have given written notice, by registered or certified mail, return receipt requested, of said act or omission to Lender, which notice shall be addressed to Massachusetts Mutual Life Insurance Company, 1205 State Street, Springfield, Massachusetts 01111, Attention: Senior Vice President, Real Estate Investment Division, and until a reasonable period of time shall have elapsed following the giving of such notice, during which period Lender shall have the right, but shall not be obligated, to remedy such act or omission.

6. This Agreement shall inure to the benefit of and shall be binding upon Lessee and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of

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

WITNESS OR WITNESSES (2)

*Elizabeth R. Page*  
*Blair Steele*

[SEAL]

LESSEE:

OFFICE DEPOT, INC.

By *[Signature]*  
Its *Assistant Secretary*

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MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY, a  
Massachusetts corporation

Witnesses  
ATTEST

*Christine Sears*

[SEAL]

By *Madelyn K. Miller*  
Its *Second Vice President*

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## ACKNOWLEDGEMENTS

STATE OF Florida )  
COUNTY OF Palm Beach ) ss.

On this, the 13<sup>th</sup> day of November, 1992, before me, the undersigned party, personally appeared Richard Blews who acknowledged himself to be the Assistant Secretary of Office Depot, Inc. a Delaware corporation, and that he as such assistant Secretary being authorized to do so, executed the foregoing Lease Subordination, Assignment and Non-Disturbance Agreement for the purposes therein contained by signing the name of the corporation by himself as assistant Secretary.

IN WITNESS WHEREOF, I heretofore set my hand and official seal.

Kelly Kavanau  
Notary Public

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF Hampden ) ss.

On this, the 6<sup>th</sup> day of November, 1992, before me, the undersigned party, personally appeared Madelyn K. Miller who acknowledged herself to be the SECOND VICE PRESIDENT of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, and that she as such SECOND VICE PRESIDENT being authorized to do so, executed the foregoing Lease Subordination, Assignment and Non-Disturbance Agreement for the purposes therein contained by signing the name of the corporation by herself as SECOND VICE PRESIDENT.

IN WITNESS WHEREOF, I heretofore set my hand and official seal.

Michelle Noel Plante  
Notary Public

My Commission Expires: 12/23/94

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## EXHIBIT A

### PARCEL ONE:

That part of the North 1/2 of Section 14, Township 41 North, Range 12 East of the 3rd Principal Meridian and that part of Blocks 3 and 4 of SUPERIOR COURT COMMISSIONERS DIVISION of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of said Section 14 bounded by a line described as follows: Commencing at the intersection of the South line of the Northeast 1/4 of said Section 14 with the center line of Milwaukee Avenue; thence Northwesterly along the center line of said road, 1047.94 feet; thence Northeasterly along a line drawn at right angles to said center line, 55.22 feet to the Northeasterly line of Milwaukee Avenue as said line is described in that cause entitled State of Illinois vs. Metropolitan Life Insurance Company - Condemnation - 60S9982, being the point of beginning; thence continuing Northeasterly along said line drawn at right angles to the center line of Milwaukee Avenue, 495.37 feet to a point on a line described as beginning at a point in the Northwesterly line of the Resubdivision of Golf Mill subdivision, being a subdivision of part of the East 1/2 of said Section 14, said point being in a straight line drawn Northwesterly from a point which is 33.16 feet East, as measured on the South line, of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section and 263.47 feet North, as measured on the West line, of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 14 (said point being 550.0 feet Northeasterly, measured at right angles, of the center line of Milwaukee Avenue) to a point in the South line of Block 3 in SUPERIOR COURT COMMISSIONERS DIVISION, as aforesaid, which is 312.09 feet East of the Southwest corner of said Block 3 and 550.0 feet Northeasterly, measured at right angles, of the center line of Milwaukee Avenue as shown on the recorded plat of said SUPERIOR COURT COMMISSIONERS DIVISION, being also the Southwesterly line of Callero and Catino's Golf View Gardens, being a subdivision in the Northeast 1/4 of said Section 14 and said line extended Northwesterly; thence Northwesterly along the last described line and said line extended, 1068.53 feet to an intersection with a line 512.60 feet South, as measured along the West line of Block 3 of SUPERIOR COURT COMMISSIONERS DIVISION and parallel with the North line of said Section 14; thence West along said parallel line 149.23 feet to a point on the East line of Lot 1 of Fritz's Resubdivision of Lots 1 to 4, inclusive, in Fritz's Subdivision, a subdivision in the Northwest 1/4 and in the Northeast 1/4 of said Section 14; thence South along the East line of said Lot 1, 35.62 feet to the Southeast corner thereof; thence West along the South line of said Fritz's Resubdivision, being also a line 100.0 feet North, measured at right angles, and parallel with the North line of Block 4 in said SUPERIOR COURT COMMISSIONERS DIVISION, a distance of 137.72 feet to a point on said line, 306.52 feet East of the angle point, 30.71 feet Northeasterly of the Northeasterly line of Milwaukee Avenue in the South line of said Fritz's Resubdivision; thence South parallel with the West line of Block 3, 181.14 feet to a point on a line 81.0 feet South, measured at right angles, and parallel with the North line of Block 4 of SUPERIOR COURT COMMISSIONERS DIVISION as aforesaid; thence West along the last described line 211.26 feet to an intersection with the Northeasterly line of Milwaukee Avenue, said Northeasterly line being a line 33.0 feet Northeasterly, measured at right angles, and parallel with the center line of said road as shown on the plat of said SUPERIOR COURT COMMISSIONERS DIVISION; thence Southeasterly along said Northeasterly line of Milwaukee Avenue, 218.11 feet to an angle point in said Northeasterly line, being also the point of intersection of said line with Northeasterly line of Milwaukee Avenue as per the condemnation, as aforesaid; thence continuing Southeasterly along the Northeasterly line of Milwaukee Avenue as per said condemnation, 454.86 feet to an angle point in said Northeasterly line, said point being 53.70 feet Northeasterly of the centerline of Milwaukee Avenue as per said SUPERIOR COURT COMMISSIONERS DIVISION; thence continuing Southeasterly along said

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Northeasterly line of Milwaukee Avenue, 338.12 feet to a point on the Southerly line of Block 4 of said SUPERIOR COURT COMMISSIONERS DIVISION, 56.13 feet Easterly of the Southwest corner of said Block 4; thence continuing Southeasterly along said Northeasterly line of Milwaukee Avenue, 94.0 feet to the place of beginning, excepting therefrom the Southeasterly 700.00 feet, as measured at right angles to the Southeasterly line thereof, in Cook County, Illinois.

## PARCEL TWO:

Block 3 in the SUPERIOR COURT COMMISSIONERS DIVISION of part of the West 1/2 of the Northeast 1/4 and part of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 41 North, Range 12 East of the 3rd Principal Meridian, except the East 205.0 feet, as measured on the North and South lines thereof, except the West 85.02 feet of the North 512.60 feet, as measured on the North and West lines thereof, except that part thereof lying southwesterly of a line described as beginning at a point in the Northwesterly line of the Resubdivision of Golf Mill Subdivision, being a subdivision of part of the East 1/2 of Section 14, said point being in a straight line drawn Northwesterly from a point which is 33.16 feet East, as measured on the South line, of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section and 263.47 feet North, as measured on the West line, of the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 14 (said point being 550.0 feet Northeasterly, measured at right angles, of the center line of Milwaukee Avenue) to a point in the South line of Block 3 in the SUPERIOR COURT COMMISSIONERS DIVISION, aforesaid, which is 312.09 feet East of the Southwest corner of said Block 3 and 550.0 feet Northeasterly, measured at right angles, of the center line of Milwaukee Avenue as shown on the recorded plat of said SUPERIOR COURT COMMISSIONERS DIVISION and said line extended Northwesterly to an intersection with a line 512.60 feet south, as measured along the West line of Block 3, and parallel with the North line thereof, and also except that part of said Block 3 taken for public highway, in Cook County, Illinois.

Except a tract more particularly described as follows: Commencing at the southeast corner of the above described property; thence N 2° 29' 51" E along the East line of said property 95.65 feet; thence N 87° 30' 09" W 35.00 feet to the point of beginning, thence continuing N 87° 30' 09" W 75.00 feet; thence N 2° 29' 51" E 127.35 feet; thence S 87° 30' 09" E 75.00 feet; thence S 2° 29' 51" W 127.35 feet to the place of beginning, in Cook County, Illinois.

## PARCEL THREE:

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The South 462.56 feet of the North 512.6 Feet of the West 85.02 Feet (as measure along the North line and the South line) of Block 3 in Superior Court Commissioner Division of part of the West 1/2 of the North East 1/4 and part of the North East 1/4 of the North West 1/4 of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded December 12, 1940 a Document No. 12,593,211, in Cook County, Illinois, excluding therefrom

LAND DEDICATED FOR THE WIDENING OF GOLF ROAD BY INSTRUMENT DATED FEBRUARY 7, 1929 AND RECORDED MAY 27, 1932 AS DOCUMENT 11094861 DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH EAST CORNER OF SECTION 14; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1335.2 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 87 DEGREES 21 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING, WHICH IS THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PRESENT ROAD AND THE EAST LINE OF JOHN SWING'S PROPERTY; THENCE SOUTHERLY ALONG A CONTINUATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 20 FEET TO A POINT, THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 87 DEGREES 21 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 2001.1 FEET TO A POINT ON THE SOUTH WEST LINE OF SAID JOHN SWING'S PROPERTY; THENCE NORTHWESTERLY ALONG AS SOUTH WEST PROPERTY LINES WHICH FORMS AN ANGLE OF 54 DEGREES 37 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 24.5 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY OF THE PRESENT ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY WHICH FORMS AN ANGLE OF 125 DEGREES 23 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 2016.2 FEET MORE OR LESS TO THE POINT OF BEGINNING (AFFECTS NORTH WEST 1/4 OF THE NORTH EAST 1/4 AND NORTH EAST 1/4 OF THE NORTH WEST 1/4 LYING EAST OF MILWAUKEE AVENUE, THENCE IS

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Tax I.D. #09-14-200-026-0000

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Niles, IL 60648

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