

Hancock

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement is dated as of this 11th day of September, 1991, between JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY ("Lender"); MIS, Incorporated (the "Tenant"), and LAKEWEST, INC., as agent for the beneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated April 18, 1957, and known as Trust Number 12599 (the "Landlord").

R E C I T A L S

1. Tenant has entered into a certain lease ("Lease") dated 11/21/89 & 1st Amendment dated 4/22/91, 1991, the lessor's interest in which lease is held by or has been assigned to the Landlord, covering premises ("Demised Premises") located in a certain building known as The Golden, located at 2301 North Clark Street, Chicago, Illinois.

2. Lender has made a loan to the Landlord, which loan is secured by among other things (a) a Mortgage, Security Agreement and Financing Statement (the "Mortgage") dated as of June 21, 1990, and recorded June 22, 1990, as Document No. 90299071, of real property (the "Real Estate") described on Exhibit A attached hereto which includes the Demised Premises and (b) an Assignment of Rents and Assignment of Lessor's Interest in Leases (collectively the "Assignment") each dated as of June 21, 1990, and recorded June 22, 1990, as Document Nos. 90299072 and 90299073.

For mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Mortgage and to the Assignment and to all renewals, amendments, modifications, consolidations, replacements and extensions thereof, to the full extent of all amounts secured thereby, said subordination to have the same force and effect as if the Mortgage, the Assignment, and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.

2. Lender agrees that, in the event of an entry by Lender pursuant to the Mortgage, a foreclosure of the Mortgage, or the exercise by Lender of any of its rights under the Mortgage or Assignment, Lender shall not disturb Tenant's right of possession of the Demised Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender, the acceptance of a deed in lieu of foreclosure by Lender, or Lender's exercise of any of its rights under the Mortgage or Assignment, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease:

(a) Lender shall not be liable for any act or omission of any prior landlord, (including Landlord); and

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(b) Lender shall not be liable for the return of any security deposit, unless such sums have actually been received by Lender as cash security for Tenant's performance of the Lease; and

(c) Lender shall not be bound by any rent or additional rent which Tenant might have prepaid for more than the current month under the Lease; and *and third month*

(d) Lender shall not be bound by any amendments or modifications or termination of the Lease made without the consent of Lender; and *MTS*

(e) Lender shall not be subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord).

5. Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of the Mortgage shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the Real Estate of which the Demised Premises are a part shall insofar as they apply to Lender be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

6. Tenant agrees to give Lender a copy of any notice of default under the Lease served upon Landlord at the same time as such notice is given to Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within the applicable grace period, if any, provided in the Lease, then Lender shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such thirty (30) day period, Lender 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 the Lease shall not be terminated while such remedies are being diligently pursued.

7. Any notice to be delivered hereunder shall be in writing and shall be sent registered or certified mail, return receipt requested, addressed to Lender or Tenant, as the case may be, at the respective addresses set forth below or such other address(es) as they may hereafter specify by written notice delivered in accordance herewith.

If to Tenant:

MTS, Inc. c/o Michael J. Solomon
2500 Del Monte St. Bldg 3
W. Sacramento, CA
95691

If to Lender:

John Hancock Mutual Life Insurance Company
John Hancock Place
P.O. Box 111
Boston, Massachusetts 02117
Attn: Mortgage Investment Department (T-53)

With a copy to:

Cohen Financial Corporation
Two North LaSalle Street
Suite 1400
Chicago, Illinois 60602

8. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any purchaser at a foreclosure sale, and any successor or assign thereof, and the term "Tenant" as used herein includes any successor and assign of the named Tenant herein.

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9. Landlord hereby authorizes Tenant to rely on any written notice of demand received from Lender to make rent and other payments to which Landlord may be entitled to Lender instead of Landlord whenever so demanded by Lender under the Assignment.

10. Tenant agrees from time to time upon request by Lender, to provide Lender with an estoppel certificate certifying that except as described therein, there are no defaults, claims, offsets or events or circumstances which, with the passage of time or giving of notice, or both, could become a default or a basis for a claim or offset against Landlord under the Lease, and certifying other matters concerning the Lease and the parties thereto as Lender may reasonably request.

11. Tenant agrees that in the event Lender shall succeed to the rights of Landlord under the Lease, Tenant shall look solely to Lender's interest in the Real Estate of which the Demised Premises is a part in the enforcement of any claims against Lender.

Witness the execution hereof under seal this 12th day of September, 1991.

LENDER:
JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

TENANT: MTS, INCORPORATED

BY [Signature] AMD
Its [Signature] President of Lender

By [Signature]
Its Vice Pres.

LANDLORD:
LAKEWEST, INC., Agent as aforesaid

By [Signature]
Its [Signature]

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT

PARCEL 1:

LOT 1 IN FOSTER SUBDIVISION OF THAT PART OF BLOCK 3 LYING SOUTH OF THE EAST AND WEST CENTER LINE OF BLOCKS 2 AND 3 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 8 (EXCEPT THE EAST 126 FEET THEREOF) IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

AN EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED NOVEMBER 14, 1989 AND RECORDED ON NOVEMBER 15, 1989, AS DOCUMENT NO. 89-544441 AND RE-RECORDED NOVEMBER 27, 1989 AS DOCUMENT NO. 89-563481 FOR:

(i) PURPOSES OF ALLOWING EMPLOYEES, ENGINEERS, ARCHITECTS, CONTRACTORS AND OTHER AGENTS OF THE OWNER OF PARCELS 1 AND 2 TO CONSTRUCT A SHOPPING CENTER ON PARCELS 1 AND 2 AND FOR ANY REPAIRS THERETO OR REPLACEMENTS THEREOF,

(ii) DRIVEWAY AND DELIVERY PURPOSES,

(iii) PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM PARCELS 1 AND 2 FROM AND TO BELDEN AVENUE,

(iv) PARKING PURPOSES FOR AUTOMOBILES, TRUCKS AND OTHER VEHICLES IN SUCH LOCATIONS THEREON AS THE OWNER OF PARCELS 1 AND 2 MAY SELECT,

(v) GARBAGE REMOVAL, AND

(v) FOR OTHER USES CONSISTENT WITH THE FOREGOING PURPOSES.

OVER, UPON, ACROSS AND ABOVE (BUT NOT SUBSURFACE EXCEPT AS OTHERWISE PROVIDED IN SAID EASEMENT) THE FOLLOWING DESCRIBED LAND:

THE WEST 45.0 FEET OF THE EAST 126.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE, PERPETUAL, SUBSURFACE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED NOVEMBER 14, 1989 AND RECORDED NOVEMBER 15, 1989 AS DOCUMENT NO. 89-544441 AND RE-RECORDED NOVEMBER 27, 1989 AS DOCUMENT NO. 89-563481 FOR AN UNDERGROUND DRIVEWAY EASEMENT FOR VEHICULAR INGRESS TO AND EGRESS FROM UNDERGROUND PARKING GARAGE TO

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BE CONSTRUCTED ON PARCELS 1 AND 2 FROM AND TO COMMONWEALTH AVENUE OVER, UPON AND ACROSS THE PORTION OF THE UNDERGROUND GARAGE LOCATED DIRECTLY BENEATH THE FOLLOWING DESCRIBED LAND:

THE SOUTH 19.92 FEET OF THE NORTH 21.0 FEET OF THE EAST 99.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 20.0 FEET OF THE EAST 99.0 FEET OF THE NORTH 76.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTH 28.75 FEET OF THE NORTH 79.78 FEET OF THE WEST 40.0 FEET OF THE EAST 119.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 5:

AN EXCLUSIVE, PERPETUAL SUBSURFACE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED NOVEMBER 14, 1989 AND RECORDED ON NOVEMBER 15, 1989 AS DOCUMENT NO. 89-544441 AND RE-RECORDED NOVEMBER 27, 1989 AS DOCUMENT NO. 89-563481 FOR CONSTRUCTION, REPAIR, REPLACEMENT, USE AND MAINTENANCE OF THE UNDERGROUND GARAGE (THAT WILL SERVICE THE SHOPPING CENTER TO BE CONSTRUCTED ON PARCELS 1 AND 2) BENEATH THE FOLLOWING DESCRIBED LAND:


THE WEST 7.0 FEET OF THE EAST 126.0 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTH 15.0 FEET OF THE NORTH 76.0 FEET OF THE WEST 2.0 FEET OF THE EAST 120.50 FEET OF LOT 8 IN BLOCK 2 IN PETERBORO TERRACE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 2 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: NORTHEAST CORNER OF BELDEN AND CLARK STREETS IN CHICAGO, ILLINOIS

PIN (PARCELS 1 AND 2): 14-33-106-013
14-33-200-011



Prepared by e MAIL TO:
MR. Alan D. Lev
325 W. Huron St
Suite 806
Chicago IL 60610 -5-

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LENDER'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF SUFFOLK)

On this 1st day of October, 1991, before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared Phillip W. Frelburger to me personally known, who by me duly sworn, did say that he is a Mortgage Investment Officer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.

Debra M. Worden
Notary Public in and for said Commonwealth

My Commission Expires _____, 19__

DEBRA M. WORDEN, Notary Public
MY COMMISSION EXPIRES APRIL 4, 1997.

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TENANT'S ACKNOWLEDGEMENT

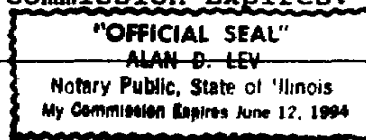
STATE OF IL)
COUNTY OF COOK) SS.

I, Alan D. Lev, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT of Allyson T. Salome, the VP of VP, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and said voluntary act of said Levy, for said uses and purposes.

GIVEN under my hand and notarial seal this 13th day of Sept, 1991.

Alan D. Lev
Notary Public

My Commission Expires:



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LANDLORD'S ACKNOWLEDGEMENT

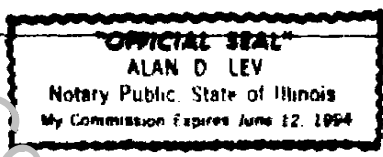
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Alan D Lev, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT David W. Ruttenberg, the President of LAKEWEST, Inc., an Illinois corporation, and 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 said instrument as his own free and voluntary act and as the free and said voluntary act of said corporation, for said uses and purposes.

GIVEN under my hand and notarial seal this 13th day of Sept, 2007.

Alan D Lev
Notary Public

My Commission Expires:



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