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LMG 294010/120987

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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THIS AGREEMENT, made and entered into as of the 22 day of January, 1992, by DEMETRA, INC. ("Tenant"), whose address is 212 West Van Buren, Suite 250, Chicago, Illinois 60607, to and for the benefit of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Lender"), whose address is 33 North LaSalle Street, Chicago, Illinois 60603, Attention: Bruce Martin.

RECORDED

WITNESSETH:

WHEREAS, by Lease by and between American National Bank & Trust Company of Chicago, Trustee of Trust No. 108380-01 ("Landlord") and Tenant, dated December 17, 1991 ("Lease"), Tenant has leased certain space (Suite 390) within a building located at 212 West Van Buren, Chicago, Illinois, more particularly described in Exhibit "A" attached hereto and hereby made a part hereof (said land and building being herein called the "Premises"), which Premises, and the Landlord's interest under which Lease, are now owned by Landlord; and

WHEREAS, Lender is the holder of a note secured by mortgage upon the Premises ("Mortgage"); and

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COOK COUNTY RECORDER

WHEREAS, Tenant has requested this Agreement from Lender pursuant to the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the making of the Loan and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Tenant's interest in the Lease, and all rights of Tenant thereunder, including, but not limited to, any right of first refusal and option to purchase, shall be and hereby are declared to be subject and subordinate to the Mortgage and the rights of the Lender under the Mortgage. The term "Mortgage", as used herein, shall include the Mortgage and any and all amendments, supplements, modifications, renewals, or replacements thereto, thereof or therefor from time to time. Tenant also agrees that Lender may, in its sole discretion, elect to have the Lease be a prior lien to the Mortgage, and in the event of such election and upon written notification by Lender to Tenant to that effect, the Lease shall be deemed prior in lien to the Mortgage.

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2. So long as Tenant is not in default in the payment of rent or the performance of any of the terms, covenants or conditions contained in the Lease on the part of Tenant to perform, Lender does hereby agree that the Tenant's rights of possession of the portion of the Premises demised under the Lease shall remain undisturbed during the term of the Lease, and during any renewal or extension thereof in accordance with its terms; provided, however, in the event that Lender or any other person, party, or entity becomes the owner of the Premises as result of a transfer to Lender by reason of judicial foreclosure, power of sale foreclosure, deed in lieu of such foreclosure proceedings or in any other manner including but not limited to Lender's exercise of its rights or remedies under the Mortgage or any other loan document (hereinafter referred to as a "Transfer to Lender"), Lender shall not be:

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

(b) liable for the return of any security deposit, unless such security deposit has actually been received by Mortgagee;

(c) bound by any rent paid by Tenant more than thirty (30) days in advance of the due date thereof, other than the first six (6) months' rent paid or to be paid by Tenant prior to its occupancy of such space in the Premises demised under the Lease;

(d) bound by any amendment or modification of the Lease made by Landlord without Lender's consent;

(e) subject to or liable for any charges, liens, defenses or offsets that Tenant might be entitled to assert against any prior landlord under the Lease (including Landlord), other than payment of the prepaid rent described in clause (c) above; or

(f) bound by any provision in the Lease relating to the application of insurance proceeds or condemnation awards (other than awards for Tenant's Fixtures and Equipment). Lender shall have the option to use said proceeds to restore the Premises or retain all such proceeds as its own.

3. If the interests of any prior landlord under the Lease (includes, Landlord) shall be held by Lender as a result of a Transfer to Lender, Tenant shall be bound to Lender under all the terms, covenants and conditions of the Lease and Tenant will attorn to and recognize Lender, its successors and assigns, or any other purchaser at the foreclosure sale, as its substitute Landlord under the Lease. The parties shall execute and deliver, upon request, appropriate agreements of attornment and recognition, but this Agreement shall be deemed to be self-operative, and no such separate

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agreements shall be required to effectuate the foregoing attornment and recognition.

4. Lender shall be entitled to specific performance of the covenants, agreements and rights contained in this Agreement. It is the express intent of all parties hereto that all remedies provided at law or in equity, including the right to specific performance as herein provided, shall be cumulative.

5. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when sent by first class United States mail, registered or certified, with return receipt requested, postage prepaid, or by overnight delivery service, addressed as follows:

If to Lender:

American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60603
Atten: Bruce Martin

If to Tenant:

Demetra, Inc.
212 West Van Buren, Suite 250
Chicago, Illinois 60607

Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party hereto as above provided at least ten (10) business days prior to the effective date of said change.

6. This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by Tenant and Lender.

7. This Agreement shall be binding upon and shall inure to the benefit of Tenant and their respective heirs, legal representatives, successors and assigns.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

TENANT:

DEMETRIA, Inc.

By: [Signature]
Its: Vice President / Secretary

LENDER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: [Signature]
Its: Vice President
[Signature]
Vice President

THIS INSTRUMENT WAS PREPARED BY:

Lawrence M. Gritton
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
(312) 807-3800
KRW File No. 1515.397

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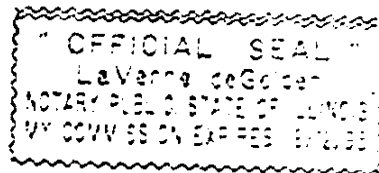
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, La Verne de Golden, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James J. Hankins, Jr., 214 Westland Parkway of Demetra, Inc., appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act and as the Full Power/Proxy of said Demetra, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of January, 1992.

La Verne de Golden

Notary Public



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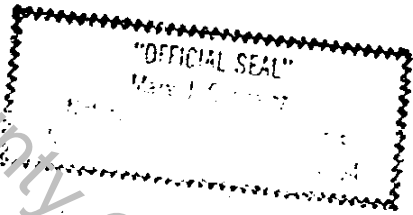
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Marie C. [Signature], a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that [Signature], as [Signature] of American National Bank and Trust Company of Chicago, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such [Signature] of said Bank, appeared before me this day in person and acknowledged that [Signature] signed and delivered the said instrument as [Signature] own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of January, 1992.

[Signature]
Notary Public



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EXHIBIT A

PARCEL 1:

SUB-LOT 3 IN LAYLIN, LOOMIS AND CLARE'S PARTITION OF LOTS 14, 15 AND 16 AND THE SOUTHERLY 13 FEET OF LOT 13, ALL IN THOMAS H. HUBBARD'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 21, 1878 AS DOCUMENT 170095

PARCEL 2:

6 FOOT PRIVATE ALLEY LYING NORTH OF AND ADJOINING SUB-LOT 3 AS SHOWN ON THE PLAT OF LAYLIN, LOOMIS AND CLARE'S PARTITION OF LOTS 14, 15 AND 16 AND THE SOUTHERLY 13 FEET OF LOT 13, ALL IN THOMAS H. HUBBARD'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 21, 1878 AS DOCUMENT 170095

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE AGREEMENT DATED JULY 6, 1886 AND RECORDED MAY 23, 1887 AS DOCUMENT 832440 MADE BY JOHN G. SHORTALL AND OTHERS OVER THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 3 IN LOOMIS AND OTHERS SUBDIVISION AFORESAID 80 FEET NORTH OF THE NORTH LINE OF VAN BUREN STREET; RUNNING THENCE EAST 73 1/2 FEET TO A POINT 6 FEET SOUTH OF THE NORTH LINE OF LOT 7 AFORESAID, AND 20 FEET EAST OF THE WEST LINE THEREOF; THENCE NORTH 12 FEET TO A POINT 6 FEET SOUTH OF THE NORTH LINE OF LOT 13 AFORESAID; THENCE WEST 73 1/2 FEET TO A POINT IN THE EAST LINE OF MAIN ALLEY RUNNING NORTH AND SOUTH THROUGH THE MIDDLE OF SAID BLOCK 91, 6 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 12 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS 210-214 WEST VAN BUREN, CHICAGO, ILLINOIS

PIN NO. 17-16-228-013-0000

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