

# UNOFFICIAL COPY

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## SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") is made and entered into as of this 15th day of January, 1992 by and between THE NATIONAL REPUBLIC BANK OF CHICAGO, a national banking association ("Tenant"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated June 12, 1991, and known as Trust No. 114023-02 (the "Landlord"), and THE NATIONAL REPUBLIC BANK OF CHICAGO, a national banking association ("Lessor").

A. Tenant intends to enter into a Lease dated as of January 15, 1992 (the "Lease") with Landlord for the premises (the "Leased Premises") situated on real estate legally described in Exhibit A attached hereto and made a part hereof (the "Real Estate"), and commonly known as 1201 West Harrison, Chicago, Illinois 60607, for the term provided for in the Lease.

B. Lessor is the owner of the Real Estate and the lessor under that certain Ground Lease dated March 15, 1990, as amended and assigned (the "Ground Lease"), encumbering the Real Estate, a memorandum of which was recorded April 1, 1990 as Document No. 91142012.

C. Tenant and Landlord, as a condition to entering into the Lease, has requested the execution of this Agreement, and Lessor, in order to induce Tenant to enter into the Lease, has agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties do hereby covenant and agree as follows:

1. Lessor and Tenant agree that the Lease is and shall be subject and subordinate to the Ground Lease, insofar as it affects the Real Estate of which the Leased Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event Lessor exercises any remedies under the Ground Lease, including termination thereof, the Lessor shall not join the Tenant under the Lease in summary or foreclosure proceedings (unless Tenant is a necessary party and required by law to be so joined) so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease beyond the applicable cure periods provided for in the Lease.

3. Lessor agrees, for itself and its successors and assigns (Lessor and such successors or assigns being referred to herein as a "Holder"), that, if the Ground Lease expires or is terminated for

THIS DOCUMENT PREPARED BY AND  
~~NOT FOR RECORDING SHOULD BE RETURNED~~  
TO: Dobra A. Cafaro  
Barack, Ferrazzano, Kirschbaum  
& Perlman  
333 West Wacker Drive  
Suite 2700  
Chicago, Illinois 60606

PROPERTY IDENTIFICATION  
NOS.  
17-17-308-001  
17-17-308-002  
17-17-308-003  
17-17-308-004  
17-17-308-005  
17-17-308-006  
17-17-308-007  
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*[Handwritten signature]*

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**BOX 333**

*file*

*2335538 DN*

*Johnnie Wiley V. Hoff*

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any reason whatsoever, or if the Holder otherwise succeeds to the ownership of the Real Estate unencumbered by the Ground Lease, or to ownership of the improvements thereon, including the Building, as defined in the Lease (collectively, the "Building") and/or the interests of the Landlord under the Lease (a "Succession"), then such Holder shall be bound by and shall perform all of the covenants and obligations of the Landlord under the Lease for the balance of the Term (as defined therein), shall recognize all of Tenant's rights, including its exclusivity rights and its expansion and extension options set forth in the Lease, and shall not disturb Tenant's possessory rights set forth in the Lease, provided Tenant is not in default of the Lease beyond the applicable cure periods provided for in the Lease. The Tenant agrees, from and after such Succession, to attorn to and recognize the Holder under the Lease, and all rights and obligations under the Lease shall continue as though the interests of Landlord had not terminated or the Ground Lease had not expired or been terminated. Such attornment shall be (subject to the terms hereof) effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of any Holder(s) any instrument or certificate (in form and substance reasonably acceptable to Tenant, Landlord and/or such Holder) to evidence such attornment (subject to the terms hereof).

4. Tenant shall have the same remedies against a Holder for the breach of any covenant, representation or agreement contained in the Lease accruing or arising during the period in which such Holder is the owner of Landlord's interest under the Lease or the owner of the Real Estate (unencumbered by the Ground Lease) or owner of the Building, that the Tenant might have had against the Landlord; provided that, notwithstanding anything to the contrary contained herein (including, without limitation, Section 5 hereof), Tenant shall retain its rights and remedies contained in the Lease, including, without limitation, its rights of self-help, rent abatement and rent offset against a Holder regardless of whether such a breach accrued or arose prior to, or during, the period in which such Holder was the owner of the Real Estate unencumbered by the Ground Lease, the owner of the Building and/or the successor to Landlord's interest in the Lease.

5. Tenant agrees that no personal liability is assumed by, nor at any time may be asserted against, Lessor or any Holder or any of their partners, officers, agents, employees, legal representatives, successors or assigns. Accordingly, any liability of the Lessor or any Holder for damages for breach or non-performance by Landlord or otherwise arising under or in connection with the Lease (whether before or after a Succession) shall be collectible only out of such Lessor's or Holder's interest in the Real Estate, the Building, and the Landlord's interest in the Lease, and no personal liability is assumed by, nor at any time may be asserted against, Lessor, any Holder, or any partners, officers, agents, employees, legal representatives, successors or assigns thereof, all such liability, if any, being expressly waived and released by Tenant. The foregoing does not limit or impair any other rights or remedies of Tenant contained in the Lease, including, without limitation, those respecting self-help, rent abatement or rent offset. Neither Lessor nor any Holder shall be bound by (a) any Base Rent which the Tenant may have paid for more than the current month to any prior landlord (including the Landlord); or (b) any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit has

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been expressly transferred to Lessor or such Holder or (c) any amendment or modification of the Lease made without its consent.

6. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in any event of any default by Tenant in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed.

7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns, and any Holder and their respective heirs, personal representatives, successors and assigns. Without limitation of the foregoing, any purchaser or subsequent owner of the Real Estate, or any part thereof, or assignee of Lessor's interest in the Ground Lease, or any part thereof, shall be bound by the terms of this Agreement.

8. The agreements of Tenant set forth herein are solely for the benefit of Lessor and may not be enforced by Landlord.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

TENANT:

THE NATIONAL BANK OF CHICAGO, a  
national banking association

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LESSOR:

THE NATIONAL REPUBLIC BANK OF  
CHICAGO, a national banking  
association

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally,  
but solely as Trustee under Trust  
Agreement dated June 12, 1991 and  
known as Trust No. 114023-02

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

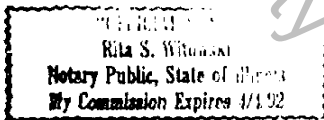
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STATE OF ILLINOIS                    )  
  )     SS.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_ of The National Republic Bank of Chicago, a national banking association, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Notary Public, State of Illinois

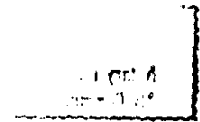


\_\_\_\_\_  
(Printed Name)

My Commission expires: \_\_\_\_\_

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# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

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

Given under my hand and official seal, this 1<sup>st</sup> day of June, 1992.

[Signature]  
Notary Public, State of Illinois

[Signature]  
Notary Public, State of Illinois  
My Commission Expires 11/92

[Signature]  
(Printed Name)

My Commission expires: \_\_\_\_\_

"OFFICIAL SEAL"  
Rita S. Witowski  
Notary Public, State of Illinois  
My Commission Expires: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated June 12, 1991 and known as Trust No. 114023-02, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said trust, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Notary Public, State of Illinois

\_\_\_\_\_  
(Printed Name)

My Commission expires: \_\_\_\_\_

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOTS 1 TO 12, BOTH INCLUSIVE, (EXCEPT THE SOUTH 4 FEET OF SAID LOTS 1 THROUGH 12 AND EXCEPT THAT PART OF SAID LOTS TAKEN FOR STREETS BY RESOLUTION ADOPTED BY THE CITY COUNCIL, PASSED SEPTEMBER 16, 1970 RECORDED NOVEMBER 9, 1970 AS DOCUMENT NUMBER 2171598) IN C. MACALESTER'S SUBDIVISION OF BLOCK 1 OF VERNON PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 38, 39, 44 AND 45 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

LOT 1 (EXCEPT THE NORTH 10 FEET THEREOF) AND LOT 2 (EXCEPT THE SOUTH 4 FEET THEREOF) IN THE SUBDIVISION OF LOTS 13 AND 14 IN MACALESTER'S SUBDIVISION OF BLOCK 1 OF VERNON PARK ADDITION TO CHICAGO, AFORESAID IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 3:

THE EAST 1/2 OF THAT PART OF VACATED SOUTH LITTLE STREET LYING WEST OF AND ADJOINING LOTS 1 AND 2 (EXCEPTING THE NORTH 10 FEET OF LOT 1 AND THE SOUTH 4 FEET OF LOT 2) IN C. MACALESTER'S SUBDIVISION OF BLOCK 1, AFORESAID IN COOK COUNTY, ILLINOIS

*1201 W. Harrison  
Chicago, I.L.*