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MBR 094050/0139Z

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 21 day of April, 1992, by Garner & Lloyd ("Tenant"), whose address is 105 River Street, Northbrook, IL, to and for the benefit of CROWN LIFE INSURANCE COMPANY ("Lender"), whose address is c/o Mid-North Financial Services, Inc., 205 W. Wacker Drive, Suite 202, Chicago, IL 60606

WITNESSETH:

WHEREAS, by Lease by and between 105 River Street Office, Chicago ("Landlord") and Tenant, dated October 30, 1987 ("Lease"), Tenant has leased certain space within a building located upon land situated in the City of Northbrook and State of IL, 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 proposed holder of a note to be secured, by a mortgage upon the Premises; and

WHEREAS, Lender has required the execution of this Agreement as a condition to making such Loan; and

WHEREAS, Tenant has agreed to the following pursuant to and under 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 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;

(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); 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:

Crown Life Insurance Company
c/o Mid-North Financial Services, Inc.
205 W. Wacker Drive, Suite 202
Chicago, IL 60606

If to Tenant:

Garrett & Lloyd
103 Wacker Drive
Northbrook, IL 60062

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.

Guarino & Lloyd, Inc., Tenant
By: [Signature]
Its: President

Property of Cook County Clerk's Office

THIS INSTRUMENT WAS PREPARED BY: Mark S. Richmond & returned to:

Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
(312) 807-3800

KRW File No. 4213.00301

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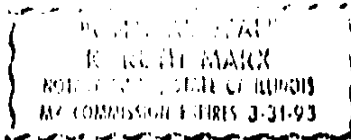
COUNTY OF

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I, K. Paul Drury, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick Cherry appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of April, 1992

K. Paul Drury
Notary Public



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EXHIBIT "A"

LOT 6 IN BORTHEROCK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE
NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS 105 REVILLE DRIVE NORTHBROOK, IL

PIN # 04-02-101-019-000

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