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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 11 day of November, 1992, by and between LASALLE NATIONAL BANK, a national banking association ("Mortgagee") and WALGREEN CO., an Illinois corporation ("Tenant").

WITNESSETH:

WHEREAS, by Lease dated July 14, 1972, by and between National Boulevard Bank of Chicago (to all the right, title and interest of which Palos Heights Shopping Amusement has heretofore succeeded), as Landlord ("Landlord"), and Walgreen Co., as Tenant ("Tenant"), Landlord leased to Tenant certain premises therein described ("Leased Premises") as part of the Indian Trails Shopping Center, located at the southwest corner of 127th Street and Ridgeland Avenue, City of Palos Heights, County of Cook, State of Illinois ("Shopping Center"), all as legally described in exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Landlord has granted to Mortgagee a lien or encumbrance on certain real property described in Exhibit "A" attached hereto and by reference incorporated herein by certain Mortgage and Security Agreement dated October 11, 1983 ("Mortgage"); and

WHEREAS, Mortgagee and Tenant desire to confirm their understanding with respect to said Lease and said Mortgage;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. subject to the covenants, terms and conditions of this Agreement, the lien of said Lease is hereby subordinated to the lien of said Mortgage.

2. In the event Mortgagee or any other party acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or otherwise, said lease shall remain in full force and effect and Tenant shall continue possession of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, Mortgagee or any other party shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder, provided that Tenant is not in continued default, after notice, in the payment of rent or otherwise under the terms of said Lease. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.

3. So long as Mortgagee shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Mortgagee when Mortgagee is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's

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rights under said Mortgage, said assignment, or otherwise, and will continue possession of the Leased Premises under the same terms and conditions of said Lease.

4. In the event any proceedings are brought by Mortgagor in connection with or arising out of said Mortgage, including, but not limited to, any foreclosure or other such action to enforce payment of any amounts due Mortgagor, Mortgagor agrees that it shall not join Tenant as a party to any such action or proceeding.

5. In the event that Mortgagor, its nominee, successor, assigns, succeeds to the interest of the Landlord under the Lease, Mortgagor shall not be bound by any amendment or modification of the Lease made without the consent of Mortgagor subsequent to the date hereof.

6. The Lease shall not, after the date hereof, be voluntarily terminated by Tenant, except as specifically provided by the Lease or in the event Landlord is in default of the Lease.

7. During the continuance of said Mortgage, Tenant shall use reasonable efforts to give written notice to Mortgagor of all defaults by Landlord of those obligations under said Lease which are of a nature as to give Tenant a right to terminate said Lease, to reduce rent, or to credit or offset any amounts against future rents, and Mortgagor shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. Tenant's failure to provide Mortgagor such written notice shall not impair any rights granted or derived by Tenant under said Lease and/or this Agreement.

8. All notices under this Agreement shall be in writing and if addressed to Tenant, to 200 Wilmot Road, Deerfield, Illinois 60015, Attention: Law Department, and if addressed to Mortgagor, to:

LaSalle National Bank  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attention: John C. Klein

provided that each party by like notice may designate any future or different addressee to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

9. Mortgagor shall promptly advise Tenant upon the release, cancellation or termination of said Mortgage.

10. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

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IN WITNESS WHEREOF, the parties hereto have executed  
and delivered this Agreement, under seal, as of the day and  
year first above written.

WALGREEN CO.

LA SALLE NATIONAL BANK

By Kenneth R. Smith  
Vice President

By M. N. Butler  
Title: Notary Public

Attest:

Robert J. O'Farrell  
Assistant Secretary

Attest:

Matthew J. Murphy  
Title: Assistant Vice President

Witnesses:

Dorothy L. Miller

Witnesses:

M. N. Butler

Kay Collection

Ed. P. Miller

STATE OF ILLINOIS

COUNTY OF LAKE

I, Mary N. Butler, a Notary  
Public, do hereby certify that S. J. Smith,  
personally known to me to be the Vice President of WALGREEN  
CO., an Illinois corporation, and K. R. Smith,  
personally known to me to be the Assistant Secretary of said  
corporation, and 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  
severally acknowledged that as such Vice President and  
Assistant Secretary, they signed and delivered the said  
instrument as Vice President and Assistant Secretary of said  
corporation, and caused the corporate seal of said  
corporation to be affixed thereto, pursuant to authority  
given by the Board of Directors of said corporation in their  
free and voluntary act, and as the free and voluntary act  
and deed of said corporation, for the uses and purposes  
therein set forth.

Given under my hand and notarial seal, this 31 day of  
December, 1990.

My commission expires:

" OFFICIAL SEAL "  
MARY N. BUTLER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 1/30/91

Mary N. Butler  
NOTARY PUBLIC

(Signature)

My commission expires:

" OFFICIAL SEAL "  
MARY N. BUTLER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 1/30/91

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7-10-1991

STATE OF Illinois  
COUNTY OF Cook

I, Norma Remiroz, Notary Public, do hereby certify that John Miller, personally known to me to be the Vice President of LAPALME NATIONAL BANK, a national banking association, and Matthew J. Kelly, personally known to me to be the Treasurer of LAPALME NATIONAL BANK, and 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 severally acknowledged that they each signed and delivered the said instrument on 10/12/91 and were and caused the seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their free and voluntary act, and on the true and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21<sup>st</sup> day of October, 1991.

My commission expires:

Norma Remiroz  
Notary Public

NOTARY PUBLIC  
Title: OFFICIAL SEAL  
Name: Norma Remiroz  
Notary Public, State of Illinois  
My Commission Expires 11/3/93

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10/29/01

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9-11-82-91  
EXHIBIT "A"

THE NORTH 871.83 FEET OF THE EAST 800.00 FEET OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS; THAT PART OF THE NORTH 200.00 FEET OF THE EAST 800.00 FEET OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID NORTH EAST 1/4; THENCE DUE WEST ALONG THE NORTH LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 533.18 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 00 SECONDS EAST, 33.00 FEET TO A POINT IN THE SOUTH LINE OF 127TH STREET AS DEDICATED FOR THE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT OF LAND; THENCE CONTINUOUSLY SOUTH 0 DEGREES 10 MINUTES 00 SECONDS EAST 176.00 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 200.00 FEET OF SAID NORTH EAST 1/4, SAID POINT OF INTERSECTION BEING 833.76 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST ON THE EAST LINE OF SAID NORTH EAST 1/4, THENCE DUE WEST ALONG THE SOUTH LINE OF THE NORTH 200.00 FEET OF SAID NORTH EAST 1/4, A DISTANCE OF 235.00 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS WEST, 176.00 FEET TO A POINT IN THE SAID SOUTH LINE OF 127TH STREET AS DEDICATED; THENCE DUE EAST ALONG SAID SOUTH LINE OF 127TH STREET AS DEDICATED, A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM ALL THAT PART THEREOF CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED SEPTEMBER 11, 1979 AS DOCUMENT 28138522, SAID PART BEING DESCRIBED AS FOLLOWS:

THE NORTH 50 FEET OF THE EAST 800 FEET OF THE NORTH EAST 1/4 OF SECTION 31 AFORESAID, ALSO THE EAST 80 FEET OF THE NORTH 871.83 FEET OF THE NORTH EAST 1/4 AFORESAID, EXCEPTING THAT PART THEREOF FALLING IN THE NORTH 80 FEET OF SAID NORTH EAST 1/4, ALSO THAT PART OF THE NORTH EAST 1/4 AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 80 FEET OF SAID NORTH EAST 1/4 WITH THE WEST LINE OF THE EAST 80 FEET OF SAID NORTH EAST 1/4; THENCE SOUTH ON SAID WEST LINE 20 FEET; THENCE NORTHEASTERLY TO A POINT IN THE SOUTH LINE OF THE NORTH 50 FEET AFORESAID, SAID POINT BEING 20 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 20 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE PARCELS, TAKEN AS A TRACT, THOSE PARTS FALLING IN 127TH STREET AND IN RIDGELAND AVENUE, AS DEDICATED OR USED, ALL IN COOK COUNTY, ILLINOIS.

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Tunica Plaza Shopping Center

PIN 34-31-201-010  
24-4-201-011  
24-31-201-013

Mailed to: Michael Mancini  
Goldberg, Kahn et al  
33 E. Monroe  
#3900  
Chicago, IL 60603

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