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NON-DISTURBANCE, ATTORNMEN T AND SUBORDINATION AGREEMENT

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THIS NON-DISTURBANCE, ATTORNMEN T AND SUBORDINATION AGREEMENT (this "Agreement") dated this 2nd day of November, 1992 is by and between PRAIRIE BANK AND TRUST COMPANY, ("Mortgagee") having its offices at 7661 South Harlem Avenue, Bridgeview, IL 60455, and CHRIST HOSPITAL AND MEDICAL CENTER OF EVANGELICAL HOSPITALS CORPORATION, an Illinois not-for-profit corporation (the "Tenant") having its offices at 4440 West 95th Street, Oak Lawn, IL 60453.

W I T N E S S E T H :

WHEREAS, Tenant has executed a lease dated April 25, 1991 (the "Lease") with State Bank of Countryside, as Trustee under Trust No. 90-992 (the "Landlord"), the owner of the premises (the "Premises") legally described in Exhibit A attached hereto and made a part hereof.

The Mortgagee holds a mortgage (the "Mortgage") on the Premises of a portion of the Premises. The Mortgage is dated October 27, 1992 and was recorded with the Recorder of Deeds of Cook County, Illinois on November 2, 1992 as Document No. 92813326.

Tenant and Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Agreement. \$27.00
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COOK COUNTY RECORDER

TERMS OF THE AGREEMENT:

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant agree as follows:

1. Provided the Lease is in full force and effect and Tenant is not in default under the Lease (beyond any period given Tenant to cure the defaults), then:

(a) Tenant's right of possession to the Premises and Tenant's other rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of Mortgagee's rights under the Mortgage or the note which it secures. Further, Tenant shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the Lease.

(b) In the event that Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. Mortgagee covenants that any sale by Mortgagee of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of Tenant under the Lease and Tenant covenants and agrees to attorn to Mortgagee, or such person, as Tenant's new landlord, and the Lease shall continue in full force and effect as a direct lease between Tenant and Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall Mortgagee or such person be:

- (i) liable for any act or omission of Landlord;
- (ii) subject to any offsets or deficiencies which Tenant might be entitled to assert against Landlord;

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(iii) bound by any payment of rent or additional rent made by Tenant to Landlord for more than one (1) month in advance.

2. The Lease shall be subject and subordinate to the lien of the Mortgage and to all of its terms, conditions and provisions, to all advances made or to be made and to any renewals, extensions, modifications or replacements.

3. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, Tenant agrees to execute and deliver to Mortgagee, or to any person to whom Tenant agrees to attorn, such other instruments as either shall reasonably request in order to comply with these provisions.

4. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

5. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

To indicate their agreement to the above, the parties, or their authorized representatives or officers, have signed this document as of the date set forth below their signatures.

MORTGAGEE:

TENANT:

PRAIRIE BANK AND TRUST COMPANY

CHRIST HOSPITAL AND MEDICAL
CENTER OF EVANGELICAL HOSPITALS
CORPORATION, an Illinois not-
for-profit corporation

By: *Prohly M. [Signature]*

By: *Ronald Estrom*

Dated: November 17, 1992

Dated: November 12, 1992

PIN: 19-32-106-006 through 010; 19-32-106-020

Address of Property: 7900-7916 South Austin Avenue
Burbank, Illinois

Prepared by: Carol Grueneich
Evangelical Hospitals Corporation
2025 Windsor Drive
Oak Brook, IL 60521

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EXHIBIT A TO NON-DISTURBANCE AGREEMENT

LOTS 1, 2, 3, 4, AND 5 (EXCEPT THE NORTH 17 FEET) IN BLOCK 3 AND LOT 1 IN BLOCK 4 IN MANDELL'S SUBDIVISION OF THE NORTH HALF OF LOT 1 IN THE SUBDIVISION OF LOT 8 IN ASSESSORS DIVISION OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PUBLIC ALLEY LYING SOUTH AND ADJACENT TO LOTS 1 THROUGH 5, INCLUSIVE, IN BLOCK 3 AND 9 FEET OF THE 16 FOOT PUBLIC ALLEY LYING WEST AND ADJACENT TO LOT 1 IN BLOCK 4 IN MANDELL'S SUBDIVISION OF THE NORTH HALF OF LOT 1 IN THE SUBDIVISION OF LOT 8 IN ASSESSORS DIVISION OF THE NORTH HALF OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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