

93143836

UNOFFICIAL COPY

Return to: Super Crown Books Corp.
3300-75th Ave.
Landover, MD 20785 Attn: Legal Dept.

93143836

SUBORDINATION, NON-DISTURBANCE AND ATTORNIEMENT AGREEMENT

This agreement, made and entered into this 28th day of December, 1992, by and between HBD Chicago Bank, an Illinois banking corporation, whose address is 307 N. Michigan Avenue, Chicago, Illinois 60601 (hereinafter called "Mortgagee"), LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, not personally but as Trustee under Trust Agreement dated October 1, 1961 known as Trust No. 28684, whose address is 135 S. LaSalle St., Chicago, Illinois 60603 (hereinafter called "Landlord"), and SUPER CROWN BOOKS CORPORATION whose address is 3300-75th Avenue, Landover, MD 20785, Attn: Legal Department (hereinafter called "Tenant").

93143836

WITNESSETH: The following is a recital of facts underlying this Agreement:

Landlord is the owner and holder of fee simple title in and to certain real property (the "Premises") located in the Village of Arlington Heights, Cook County, Illinois, and more particularly described in Exhibit A attached hereto. Landlord and Tenant have entered a Lease Agreement dated December 28, 1992 (the "Lease") covering a portion thereof commonly known as 404 E. Rand Road, Arlington Heights, Illinois 60004.

Mortgagee will be the holder of a Mortgage (the "Mortgage"), covering the Premises to be executed and delivered to Mortgagee by Landlord, as Mortgagor, which Mortgage will be recorded prior to the recordation of this Agreement.

Mortgagee and Tenant desire to establish certain rights, safeguards, obligations and priorities relating to their respective interests in the Premises.

Now, therefore, it is mutually agreed as follows:

1. Provided Tenant is not in default under the terms and conditions of the Lease, then:
 - (a) The right of possession of Tenant to the Premises and Tenant's rights arising under the Lease shall not be affected or disturbed by Mortgagee or the Note secured thereby, nor shall Tenant be named as a party defendant in any action to foreclose the lien of the Mortgage, unless required by law, nor in any other way be deprived of its rights under the Lease.
 - (b) If the Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage or as a result of a default by Landlord thereunder:
 - (1) The Lease shall not be terminated or affected by any foreclosure or sale or by any such proceedings;

DEPT-01 RECORDINGS 131.50
T4977 TRAN 2402 02/24/93 09:41:00
NR203 # * 73-143836
COOK COUNTY RECORDER

31.50

UNOFFICIAL COPY

93143836

Property of Cook County Clerk's Office

UNOFFICIAL COPY

- (ii) Mortgagee hereby covenants that any sale by it of the Premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to the Lease and the rights of Tenant thereunder;
- (iii) Tenant covenants and agrees to attorn to Mortgagee or such person as its new landlord; and
- (iv) the Lease shall continue in full force and effect as a direct lease between Tenant and Mortgagee or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease, including extensions, if any.

(c) In no event shall the Mortgagee or such person be:

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

(ii) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord) unless such deposit is held in an escrow account available to Mortgagee;

(iii) bound by any amendment or modification of the Lease made without the consent of the Mortgagee (except as may be permitted by the Assignment of Leases of even date with the Mortgage executed and delivered by Landlord to Mortgagee);

*(Mortgagee shall act reasonably in considering any request for consent.)

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

(v) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

**except Tenant shall be permitted to raise a defense against any prior landlord in connection with a claim by any prior landlord that

(vi) bound by any provision in the Lease which Tenant was in building, to perform any construction work or to make any improvements to the Premises;***

***except as to a casualty or condemnation or any maintenance required of Landlord under the Lease

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

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

4. Upon execution hereof and from time to time upon written request by Mortgagee (but not more than once each calendar year), Tenant shall certify to Mortgagee:

(a) It has accepted possession of the Premises fully and without reservation pursuant to the terms of the Lease and is currently in full occupancy thereof;

(b) All improvements and space required to be furnished according to the Lease have been completed in all respects;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93143836

UNOFFICIAL COPY

- (c) Landlord has fulfilled all of his duties of an Inducement nature under the Lease;
- (d) The commencement and expiration date of the term of the Lease and the date on which Tenant's obligation to pay rent commenced;
- (e) The Lease is in full force and effect and has not been modified, altered or amended;
- (f) Neither Tenant nor Landlord (to be best of the knowledge of Tenant) is in default under the Lease;
- (g) Tenant has no offsets or credits against rentals due or to become due under the Lease;
- (h) The full monthly rental prescribed in the Lease is being paid on a current basis in advance on the date for payment thereof specified in the Lease, and no rentals have been prepaid except as provided by the terms of the Lease; and
- (i) Tenant has no notice of a prior assignment, hypothecation or pledge of the rents of the Lease;

provided, however, that Tenant may note any exceptions to the foregoing on such certification.

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

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

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

Witnessed:

[Handwritten signatures]

Signed:

NBD CHICAGO BANK, an Illinois banking corporation

By: *[Handwritten signature]*
 Its: *[Handwritten initials]*

"Mortgagee" 93143836

LA SALLE NATIONAL TRUST, N.A. Solely as Trustee under

Trust Agreement dated 11/15/88

as Illinois

an Illinois banking corporation

[Handwritten signatures]

By: *[Handwritten signature]*
 Its: *[Handwritten initials]*

"Landlord"

(Signatures continued on following page)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2014 A 111



UNOFFICIAL COPY

- (c) Landlord has full title of the subject of an Inducement nature under the Lease;
- (d) The commencement and expiration date of the term of the Lease and the date on which Tenant's obligation to pay rent commenced;
- (e) The Lease is in full force and effect and has not been modified, altered or amended;
- (f) Neither Tenant nor Landlord (to the best of the knowledge of Tenant) is in default under the Lease;
- (g) Tenant has no offsets or credits against rentals due or to become due under the Lease;
- (h) The full monthly rental prescribed in the Lease is being paid on a current basis in advance on the date for payment thereof specified in the Lease, and no rentals have been prepaid except as provided by the terms of the Lease; and
- (i) Tenant has no notice of a prior assignment, hypothecation or pledge of the rents of the Lease;

provided, however, that Tenant may note any exceptions to the foregoing on such certification.

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

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

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

Witnessed:

Signed:

NBD CHICAGO BANK, an Illinois banking corporation

[Handwritten signature]

[Handwritten signature]

By: *[Handwritten signature]*
 Its: *[Handwritten initials]*

"Mortgage" 93143836

LA SAIE NATIONAL TRUST, N.A. Solely as Trustee under

Trust Agreement No. 2868

an Illinois Banking Corporation

[Handwritten signature]

[Handwritten signature]

By: *[Handwritten signature]*
 Its: *[Handwritten text]*

"Landlord"

(Signatures continued on following page)

UNOFFICIAL COPY

Property of Court Clerk's Office

This instrument is executed by LA SALLE NATIONAL TRUST, N.A., not personally but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as trustee, as aforesaid, and not individually and all statements herein are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

FORM XX 0421

NOT ATTACHED TO AND MADE A PART OF DOCUMENT
DATE: 12/29/92 UNDER TRUST NO. 28684

Court Clerk's Office

UNOFFICIAL COPY

AMERICAN TRUST AND SAVINGS CORPORATION,
a Delaware corporation

Elliot Arditt
Corporate Counsel

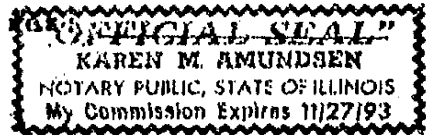
By: [Signature]
Its: CHAIRMAN

"Tenant"

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 22nd day of January, 1993, by David C. Wick of THE CHICAGO BANK, an Illinois banking corporation, on behalf of said corporation.

[Signature]
Notary Public, Cook County,
Illinois
My Comm. Expires: _____



STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

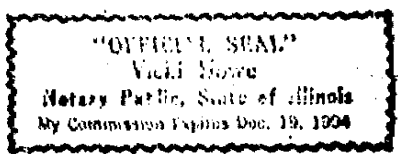
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ of _____, an Illinois _____, on behalf of said _____.

Notary Public, _____ County,
Illinois
My Commission Expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

93143836

The foregoing instrument was acknowledged before me this 5th day of January, 1993, by JOSEPH W. LAW of LA SALLE NATIONAL TRUST, N.A. a National Banking Association, on behalf of said LA SALLE NATIONAL TRUST, N.A.



[Signature]
Notary Public, Cook County,
State of Illinois
My Commission Expires: 12/19/94

[REDACTED]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

[REDACTED]

UNOFFICIAL COPY

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL }

SS.

On this 28th day of December, 1992, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared Robert Haft, known to me to be the Chairman of Super Crown Books Corporation, the corporation that executed the within instrument, known to be to be the person who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jane S. Van Fleet
Notary Public in and for said
County and State

My commission expires April 1, 1995

Property of Cook County Clerk's Office

9318836

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION--

North Point Shopping Center

Lot 1 of Northgate Shopping Center Subdivision of Part of the East 1/2 of the South West 1/4 of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, In Cook County, Illinois.

EXCEPT

That part of Lot 1 of Northgate Shopping Center Subdivision, being a subdivision of part of the East 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Lot 1; thence Southward along the Westerly line of said Lot 1, being the Easterly line of Arlington Heights Road, South 1 degree 50 minutes 41 seconds East, a distance of 73.57 feet; thence South 00 degrees 17 minutes 45 seconds East, a distance of 470.00 feet; thence South 13 degrees 57 minutes 59 seconds East a distance of 40.00 feet; thence South 33 degrees 05 minutes 01 seconds East, a distance of 37.43 feet to the point of beginning; thence South 33 degrees 05 minutes 01 seconds East, a distance of 7.57 feet; thence Southeasterly along a line being 50.00 feet Northeasterly of and parallel with the centerline of Rand Road, South 48 degrees 24 minutes 05 seconds East, a distance of 389.47 feet; thence South 50 degrees 47 minutes 20 seconds East, a distance of 48.01 feet; thence North 48 degrees 24 minutes 05 seconds West, a distance of 444.74 feet to the point of beginning, all in Cook County, Illinois.

Cook County Clerk's Office
93143886

UNOFFICIAL COPY

Property of Cook County Clerk's Office