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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 27th day of March, 1993, by and between SOUND WAREHOUSE, INC., a Texas corporation, successor in interest to BROMO DISTRIBUTORS OF DALLAS, INC., a Texas corporation ("Tenant"), whose address is 10911 Petal Street, Dallas, Texas 75238 and BEL AIR REALTY COMPANY, a Delaware corporation, and NORRAN CORPORATION, ("Norrnan"), an Illinois corporation, (hereinafter collectively referred to as the "Borrower"), whose address is c/c 8707 Skokie Boulevard, Skokie, Illinois 60077 and NORTHERN TRUST BANK/O'HARE, N.A. ("Lender"), 8501 West Higgins Road, Chicago, Illinois 60631-2882.

73-63-503

PRELIMINARY STATEMENT OF FACTS:

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A. Lender has agreed to make a first mortgage loan (the "Loan") to Borrower, which is to be evidenced by a Mortgage Note ("Note") and secured by a Mortgage and Security Agreement ("Mortgage") on certain real estate as more fully described in Exhibit "A" attached hereto and the improvements thereon ("Premises").

B. The Mortgage is to be recorded in the County of Cook, State of Illinois.

C. Norran (sometimes hereinafter referred to as "Sublandlord") and Norridge Realty Corporation, an Illinois corporation ("Norridge") entered into an amended and restated lease dated November 3, 1988 (the "Master Lease") demising the Premises from Norridge to Sublandlord.

D. The Tenant is the present lessee under a lease dated July 7, 1986, made by Sublandlord, as landlord, demising a portion of the Premises (the "Leased Premises") (said lease and all amendments thereto being referred to as the "Lease").

E. As a condition precedent to Lender's disbursement of Loan Proceeds, Lender has required that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Mortgage.

F. In return, the Lender is agreeable to not disturbing the Tenant's possession of the Premises.

G. The Lender is disbursing the Loan proceeds in reliance upon the agreements contained in this instrument, but for which it would not disburse the Loan.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the

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receipt and sufficiency of which are hereby acknowledged by each party hereto, it is hereby agreed as follows:

1. SUBORDINATION. Subject to the terms and conditions contained herein, the Lease, and the rights of Tenant in, to or under the Lease and in and to the Premises, are hereby subjected and subordinated and shall remain in all respects and for all purposes subject, subordinate and junior to the lien of the Mortgage, and to the rights and interest of the from time to time holder of the Mortgage, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Premises by Tenant, or its predecessors in interest.

2. PURCHASE OPTIONS. Subject to the terms and conditions contained herein, any options or rights contained in said Lease to acquire title to the Premises are hereby made subject and subordinate to the rights of the Lender under the Mortgage, and any acquisition of title to the Premises made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.

3. TENANT NOT TO BE DISTURBED. So long as Tenant is not in default (beyond any period given Tenant to cure such default) 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, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any renewal rights therefor in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

4. TENANT NOT TO BE JOINED IN FORECLOSURE. So long as Tenant is not in default (beyond any period given Tenant to cure such default) 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, Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

5. TENANT TO ATTORN TO LENDER. If the interests of Borrower shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of this Borrower under the Lease, Tenant shall be bound to Lender and Lender, except as otherwise provided below, shall be bound to Tenant under all of the terms, covenants and conditions of

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the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interest of the Borrower under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of the Borrower under the Lease. Borrower and Sublandlord agree that Tenant may rely solely upon such notice from Lender and will be accorded full credit under the Lease for any amounts paid pursuant thereto. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein. except as required by the Lease

material

6. LENDER NOT BOUND BY CERTAIN ACTS OF BORROWER. If Lender shall succeed to the interest of Norran under the Lease, Lender shall not be liable for any act or omission of any prior landlord (including Norran), except to the extent said act or omission continues beyond the date of attornment and then only to the extent hereinafter specifically provided; nor subject to any offsets or defenses which Tenant might have against any prior landlord (including Norran), except as specifically provided in the Lease; nor bound by any rent or additional rent which Tenant might have paid for more than the then current installment; nor bound by any amendment or modification of the Lease, which amendment or modification has an adverse effect on Lender, made without its consent. If Lender remains liable for an act or omission of a prior landlord because said act or omission continues beyond the date of attornment, then in such event Tenant may exercise any and all remedies available to Tenant under the Lease, provided, however, after the date of attornment, Tenant's right to withhold its monthly rental payments, if any, shall be limited such that on a monthly basis Tenant may not withhold more than one-half (1/2) of the minimum monthly rental due and payable. In the event of a default by Norran under the Lease or an occurrence that would give rise to an offset against rent or claim against Norran under the Lease, Tenant will use its best efforts to give notice of such defaults or occurrence at the address of Lender as set forth above and will give Lender such time as is accorded to Sublandlord under the Lease to cure such default or rectify such occurrence. Tenant agrees that notwithstanding any provision of the Lease to the contrary, it will not be entitled to cancel the Lease, or to abate or offset against the rent, or to exercise any other right or

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remedy until Lender has been given notice of default and opportunity to cure such default as provided herein.

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7. ASSIGNMENT OF LEASE. Borrower will by a separate Assignment of Rents and Leases ("Assignment") assign its interest in the rents and payments due under the Lease to Lender as security for repayment of the Loan. If in the future there is a default by the Borrower in the performance and observance of the terms of the Mortgage, the Lender may, at its option under the Assignment, require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Lender, the Borrower and Sublandlord hereby authorized and directs Tenant and the Tenant agrees, to pay any payments due under the terms of the Lease to Lender, it being agreed the Tenant shall receive full credit under the Lease for any amounts paid pursuant to such notice. The Assignment does not diminish any obligations of the Borrower under the Lease or impose any such obligations on the Lender.

8. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every from time to time holder of the Lease or any other person having an interest therein and shall inure to the benefit of the Lender and its successors and assigns.

9. CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State where the Premises are situate.

10. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

11. NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the receipt thereof by certified mail, or equivalent, to the addresses as set forth above, or to such other places any party hereto may by notice in writing designate shall constitute service of notice hereunder.

12. Neither the Lender nor any of its successors or assigns shall have any obligation to construct or to complete any construction or to perform any work on the Premises or to prepare the Leased Premises or any part thereof for occupancy. At all times prior to Lender succeeding to interests of Borrower, neither shall the Lender or its successors or assigns be obligated to repair,

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replace, rebuild or restore the Leased Premises and/or the Premises in the event of damage or destruction thereto. Tenant agrees that any improvements made by it to the Leased Premises pursuant to the Lease will be without obligation on the part of Lender, its successors or assigns, to assume any cost or expense relative thereto and that no such improvements(s) shall occur unless satisfactory arrangements are made to ensure that no mechanic's lien, materialmen's lien or other lien shall arise against or attach to the Premises by reason thereof and to ensure that the lien of the Mortgage shall at all times be prior in right to any such lien.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

TENANT:

SOUND WAREHOUSE, INC.

Attest:

By: Mark S. Siegel  
Mark S. Siegel  
Its: President

\_\_\_\_\_  
(Assistant) Secretary

BORROWER:

BLL AIR REALTY COMPANY

Attest:

By: [Signature]  
Vice President  
Its: \_\_\_\_\_

\_\_\_\_\_  
Secretary

NORRAN CORPORATION

Attest:

By: [Signature]  
Treasurer  
Its: \_\_\_\_\_

\_\_\_\_\_  
Secretary

LENDER:

NORTHERN TRUST BANK/O'HARE, N.A.

Attest:

By: Amy Collano  
Its: Commercial Bank Officer

\_\_\_\_\_  
(Assistant) Secretary

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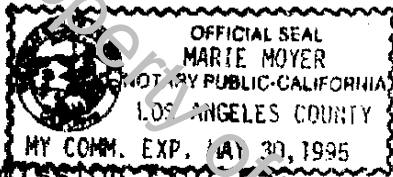
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STATE OF California )  
COUNTY OF Los Angeles ) SS

I, Marie Moyer, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark E. Siegel, the President of SOUND WAREHOUSE, INC., a Texas corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me 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 corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of March, 1993.



My Commission Expires

May 30, 1995

Marie Moyer  
Notary Public

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73-6386391

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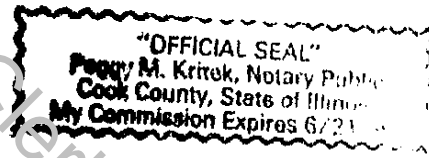
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I, Peggy M. Kritek, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard A. Rosenfield and Louis Marks, respectively, the Vice President and Treasurer ~~Secretary~~ of BEL AIR REALTY COMPANY, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Treasurer ~~Secretary~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of March, 1993.

Peggy M. Kritek  
Notary Public

My Commission Expires:  
6-21-94



10698 3-1-84

Notary of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

7363-86391

I, Peggy M. Kritek, a Notary Public in and for the  
County and State aforesaid, do hereby certify that  
Richard A. Rosenfield and Louis Marks, respectively, the  
Vice President and President ~~Secretaries~~ of NORRAN CORPORATION,  
an Illinois corporation, personally known to me to be the same  
persons whose names are subscribed to the foregoing instrument as  
such Vice President and President ~~Secretary~~, respectively,  
appeared before me this day in person and acknowledged that they  
signed and delivered the said instrument as their own free and  
voluntary acts, and as the free and voluntary act of said corpora-  
tion, for the uses and purposes therein set forth; and the said  
Secretary did also then and there acknowledge that he, as  
custodian of the corporate seal of said corporation, did affix the  
said instrument as his own free and voluntary act, and as the free  
and voluntary act of said corporation, for the uses and purposes  
therein set forth.

Given under my hand and notarial seal this 24th day of March,  
1993.

Peggy M. Kritek  
Notary Public

My Commission Expires:  
6-21-93



Office

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## EXHIBIT A

73-63-86304

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE  
NORTHEAST 1/4 (EXCEPT THE WEST 33 FEET THEREOF) OF SECTION 13,  
TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS (EXCEPT THE BUILDING AND IMPROVEMENTS  
LOCATED THEREON).

FIN: 12-13-222-003-0000  
12-13-222-004-0000

ADDRESS: 4510 and 4520 North Harlem Avenue  
Norridge, Illinois

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

I, PATRICIA CHEOP, a Notary Public in and for the County and State aforesaid, do hereby certify that Amy Collins and Lisa Gardner, respectively, the Officer President and Secretary Secretary of NORTHERN TRUST BANK/O'HARE, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Officer President and Secretary Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of March, 1993.

Patricia Cheop  
Notary Public

My Commission Expires:

[Empty box for commission expiration date]

THIS DOCUMENT WAS DRAFTED BY:

Bruce A. Salk  
DI MONTE & LIZAK  
1300 West Higgins Road  
Suite 200  
Park Ridge, Illinois 60068  
708/698-9600

DO NOT WRITE IN THESE SPACES

77-63-86394

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THIS DOCUMENT WAS DRAFTED BY:

Bruce A. Salk  
DI MONTE & LIZAK  
1300 West Higgins Road  
Suite 200  
Park Ridge, Illinois 60068  
708/698-9600