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PREPARED BY:

MICHAEL SCHEWEL

1/6 MC GUIRE WILDS, BATTLE 4000PM

ONE STATE CENTER

RICHMOND, VA 23219

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 12th day of February, 1993 by and between FIRST OF AMERICA BANK NORTHEAST ILLINOIS, N.A.* ("Mortgagee"), and CIRCUIT CITY STORES, INC., a Virginia corporation having its principal office at 9950 Maryland Drive, Richmond, Virginia ("Tenant")

RECORDED
FEB 13 1993
93-282263
COOK COUNTY RECORDER

WITNESSETH:

MILWAUKEE GOLF DEVELOPMENT COMPANY executed a certain Deed of Trust and Security Agreement to Mortgagee filed August 13, 1985 as LR 3454771 to secure a certain note (the "Note") in the original amount of ONE MILLION DOLLARS (\$1,000,000); and

11-149-5078

WHEREAS, the Deed of Trust covers certain property (the "Property") located in Stiles, Cook County, Illinois as more particularly described on Exhibit "A" attached hereto and hereby made a part hereof and as more completely described in the Deed of Trust; and

WHEREAS, Tenant has entered into a certain lease dated as of February 12, 1993 (the "Lease") with MILWAUKEE GOLF DEVELOPMENT COMPANY ("Landlord") for the Property and improvements thereon (collectively called the "Premises"), which Premises are more particularly described in the Lease; and WHEREAS, said Lease has been assigned by Landlord to Mortgagee as additional security and Tenant acknowledges the validity of such assignment; and

WHEREAS, Tenant and Mortgagee desire to confirm that Tenant's possession of the Premises will not be disturbed by Mortgagee so long as Tenant is not in default under the Lease.

NOW THEREFORE, in connection of the mutual covenants and agreements contained herein the parties hereto hereby agree as follows:

1. The Lease is hereby subordinated to the Deed of Trust and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.

2. So long as Tenant is not in default in the performance of the terms, covenants and conditions of the Lease on Tenant's part to be performed beyond any applicable notice and cure period provided for in the Lease, Tenant's possession, occupancy and use of the Premises and Tenant's rights and privileges during the entire term of the Lease, and all renewals thereof, shall not be diminished or disturbed or interfered with in any manner by

* SUCCESSOR TO GOLF MILL STATE BANK

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Mortgagee or any successor thereto or any other foreclosure purchaser.

3. In the event of any default by Landlord under the Deed of Trust, and by reason thereof, in the event of a sale of the Premises by foreclosure or by any other proceedings, the Lease shall continue in full force and effect as a direct lease between Tenant and Mortgagee or the purchaser at the aforesaid foreclosure.

4. Tenant agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the Deed of Trust, any transferee who acquires the Premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if and when exercised) of the term of said Lease upon the same terms and conditions set forth in said Lease.

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~~5. In the event that it should become necessary to foreclose the Deed of Trust, Mortgagee thereunder will not join Tenant in any foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants, or conditions of said Lease on Tenant's part to be performed beyond any applicable notice and cure period provided for in the Lease.~~

6. In the event that Mortgagee shall succeed to the interest of Landlord under such Lease, Mortgagee shall not be:

- (a) liable for the return of any security deposit; or
- (b) subject to any offsets against rent which Tenant might have against any prior Landlord;
- (c) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance to any prior Landlord (including Landlord); or
- (d) bound by any amendment or modification of the Lease made without its written consent.
- (e) obligated to make any improvements, additions or repairs to the Property, whether or not such is a requirement of the Lease or operation of law.

7. This Agreement may be modified, changed or amended only in writing signed by the parties hereto, or their respective successors and assigns. This Agreement shall inure to the benefit and be binding upon the parties hereto, and their respective successors and assigns.

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8. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto.

9. Mortgagee consents to the application of casualty and condemnation proceeds to the repair or restoration of the Premises as and to the extent provided for in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

ATTEST:

N. Smith

MORTGAGEE:

FIRST OF AMERICA BANK NORTHEAST ILLINOIS, N.A.

By

Peter E. Schaugger, C.L.O.
Peter E. Schaugger
Commercial Loan Officer

TENANT:

CIRCUIT CITY STORES, INC.

ATTEST:

Joseph V. Johnson
Assistant Secretary

By

Benjamin B. Cummings, Jr.
V.P.

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Property of Cook County Clerk's Office

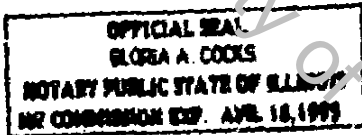
11/11/2008

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Vickie G. ... and ..., to me known to be the ... and ..., respectively of FIRST OF AMERICA BANK NORTHEAST ILLINOIS, N.A., who acknowledged that they did sign the foregoing instrument for, and on behalf of said National Association, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said National Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24 day of March, 1993.



Gloria A. Cocks
Notary Public

STATE OF VIRGINIA)
) SS.
COUNTY OF HENRICO)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Benjamin B. ... and Joseph V. Jagdmann, to me known to be the Vice President and Assistant Secretary, respectively of CIRCUIT CITY STORES, INC., which executed the foregoing instrument, who acknowledged that they did sign the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2nd day of April, 1993.

Cathy B. Finn
Notary Public

My Commission Expires October 31, 1996

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A tract of land in the Southeast Quarter of the Northwest Quarter of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at a point located 50.00 feet east and 40.00 feet north of the southwest corner of the Southeast Quarter of the Northwest Quarter of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian; proceed northerly along a line 50.00 feet east of and parallel to the west line of aforesaid Southeast Quarter, 393.31 feet to a point; thence proceed northeasterly 109 degrees 00 minutes counterclockwise from the aforesaid line, 276.39 feet to a point; thence proceed southerly 236.53 feet along a line parallel to the west line of aforesaid Southeast Quarter to a point; thence proceed easterly along a line parallel to the south line of the aforesaid Southeast Quarter 73.98 feet to a point; thence proceed southerly along a line parallel to the aforesaid west line of the Southeast Quarter, 236.43 feet to a point in the north line of Church Street; thence proceed westerly along a line 40.00 feet north of and parallel to the south line of the aforesaid Southeast Quarter 375.54 feet to a point, the point of beginning, in Cook County, Illinois,

Said tract containing 3.00 acres, more or less.

09-14-108-011

NORTHEAST CORNER OF GREENWOOD AVE. AND CHURCH STREETS, MILLS

EXHIBIT A

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Property of Cook County Clerk's Office

93207853



Mail to:

Rose MacDonald
40 Mc Lane, Woods, Bette, & South
One house back
401 East Long Street
Joliet, Ill 23219-1030

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