

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") dated the 10th day of May, 1993, between American National Bank and Trust Company of Chicago, hereinafter called "Mortgagee" and Circuit City Stores, Inc., hereinafter called "Tenant".

DEPT-11 RECORDS 433.50
T00011 TRAN 2732 05/14/93 15:20:00
93366499
COOK COUNTY RECORDER

WITNESSETH:

(a) Tenant has entered into a certain lease (the "Lease") dated May __, 1993, with American National Bank and Trust Company of Chicago, not individually, but as Trustee under Trust Agreement dated March 24, 1993 and known as Trust No. 116762-02 (hereinafter called "Landlord") covering certain premises (the "Premises") in a shopping center (the "Shopping Center), all as depicted and described in the Lease, located at the southwest corner of Elston and Leavitt Streets in the City of Chicago, Cook County, Illinois, forming a part of the property legally described on Exhibit A attached hereto and made a part hereof; and

(b) Mortgagee has made a loan to Landlord evidenced by a Mortgage dated 5-10-93 and recorded with the Recorder of Deeds of Cook County, Illinois on 5-14-93 as Document No. 93366499 (hereinafter referred to as the "Mortgage"); and the parties hereto desire to set forth certain agreements with respect thereto.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the Shopping Center of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.
2. Tenant agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, 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 exercised) of the Term of said Lease upon the same terms and conditions as set forth in said Lease.
3. If the Mortgage is foreclosed, the Mortgagee (and/or foreclosure purchaser) will recognize the Lease and all of Tenant's rights thereunder, will not terminate said Lease, disturb Tenant's possession thereunder, or join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants, or conditions of said Lease beyond any applicable cure period provided therein.
4. Mortgagee consents to the application of casualty and condemnation proceeds in accordance with Paragraphs 15 and 16 of the Lease between Landlord and Tenant.

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5. In the event that Mortgagee shall succeed to the interest of Landlord under such Lease, Mortgagee shall not be:
- (a) liable for any act or omission of any prior Landlord (including Landlord); or
 - (b) liable for the return of any security deposits; or
 - (c) subject to any offsets or defenses which Tenant might have against any prior Landlord (including Landlord); or
 - (d) bound by any Rent which Tenant might have paid for more than the current month to any prior Landlord (including Landlord); or
 - (e) bound by any amendment or modification of the Lease made without its consent
6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
7. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

ATTEST:

Joseph V. Jagdman
Assistant Secretary

ATTEST:

Joseph R. Smith, V.P.

TENANT:

CIRCUIT CITY STORES, INC.

By: Benjamin B. Lanning, Jr. V.P.

MORTGAGEE:

Arthur W. Murray, Jr. V.P.

RSR0381 05/05/93 1656

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STATE OF ILLINOIS

COUNTY OF Cook

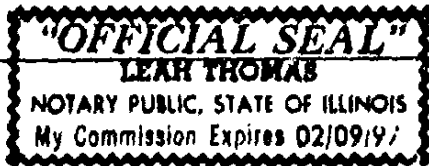
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I LEAH THOMAS, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Arthur W. Murray, personally known to me to be the Second V.P. of American National Bank and Trust Company of Chicago, a national banking association, and Douglas P. Sutton, personally known to me to be the ASST Secretary of said corporation, whose names are subscribed to the within instrument appeared before me this day in person and severally acknowledged that as such Second V.P. and ASST Secretary, they signed and delivered the said instrument as Second V.P. and ASST Secretary of said corporation, and the ASST Secretary of said corporation affixed the seal of said corporation, as their free and voluntary act and as a free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of May, 1993.

Leah Thomas
Notary Public

My Commission expires:



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Property of Cook County Clerk's Office

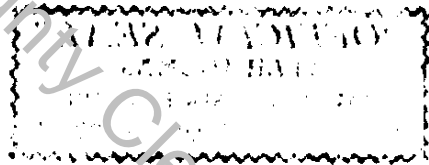


EXHIBIT A
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DESCRIPTION OF PROPERTY

[SEE ATTACHED LEGAL DESCRIPTION]

THIS INSTRUMENT WAS PREPARED
BY

Richard S. Rosenstein, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

AFTER RECORDING MAIL TO :

BRIAN SHEA
BAKER & MCKENZIE
130 E. RANDOLPH
CHICAGO IL 60601

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PARCEL 1

A TRACT OF LAND COMPRISED OF LOTS 1 AND 5, TOGETHER WITH A PART OF EACH OF LOTS 2 AND 6, IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS SUBDIVISION OF LOT 12 (EXCEPT THE EAST 73 FEET THEREOF) IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF LEAVITT STREET (66.00 FEET WIDE) AND RUNNING THENCE SOUTHWESTWARDLY ALONG SAID SOUTHEASTERLY LINE OF LEAVITT STREET, SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF LOTS 1 AND 2, A DISTANCE OF 401.45 FEET TO A POINT WHICH IS 10.00 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE SOUTHEASTWARDLY ALONG A LINE WHICH IS 10.00 FEET SOUTHWESTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 314.93 FEET TO A POINT OF CURVE IN SAID PARALLEL LINE; THENCE SOUTHEASTWARDLY ALONG SAID PARALLEL LINE, BEING HERE A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED WESTERLY AND HAVING A RADIUS OF 302.94 FEET, A DISTANCE OF 108.32 FEET; THENCE NORTHEASTWARDLY ALONG A LINE DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF LEAVITT STREET, A DISTANCE OF 381.79 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF ELSTON AVENUE WHICH IS 432.01 FEET SOUTHEASTERLY OF THE AFOREMENTIONED INTERSECTION OF SAID SOUTHEASTERLY LINE OF LEAVITT STREET WITH SAID SOUTHWESTERLY LINE OF ELSTON AVENUE, AS MEASURED ALONG SAID SOUTHWESTERLY LINE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF ELSTON AVENUE, A DISTANCE OF 432.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2

A TRACT OF LAND COMPRISED OF LOTS 7 AND 8, TOGETHER WITH A PART OF EACH OF LOTS 2 AND 6, ALL IN RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS SUBDIVISION OF LOT 12 (EXCEPT THE EAST 73 FEET THEREOF) IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF LEAVITT STREET (66.00 FEET WIDE) AND RUNNING THENCE SOUTHWESTWARDLY ALONG SAID SOUTHEASTERLY LINE OF LEAVITT STREET, SAID SOUTHEASTERLY

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LINE BEING ALSO THE NORTHWESTERLY LINE OF LOTS 1 AND 2, A DISTANCE OF 401.45 FEET TO A POINT WHICH IS 10.00 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE SOUTHEASTWARDLY ALONG A LINE WHICH IS 10.00 FEET SOUTHWESTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 314.93 FEET TO A POINT OF CURVE IN SAID PARALLEL LINE; THENCE SOUTHEASTWARDLY ALONG SAID PARALLEL LINE, BEING HERE A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED WESTERLY AND HAVING A RADIUS OF 302.94 FEET, A DISTANCE OF 108.32 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTWARDLY ALONG A LINE DRAWN PARALLEL WITH THE SOUTHEASTERLY LINE OF LEAVITT STREET, A DISTANCE OF 381.79 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF ELSTON AVENUE WHICH IS 432.01 FEET SOUTHEASTERLY OF THE AFOREMENTIONED INTERSECTION OF SAID SOUTHEASTERLY LINE OF LEAVITT STREET WITH SAID SOUTHWESTERLY LINE OF ELSTON AVENUE, AS MEASURED ALONG SAID SOUTHWESTERLY LINE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF ELSTON AVENUE, A DISTANCE OF 219.43 FEET TO THE SOUTHEASTERLY CORNER OF LOT 8 AFORESAID; THENCE SOUTHWESTWARDLY ALONG A SOUTHERLY LINE OF SAID LOT 8, BEING HERE A CURVED LINE, CONVEXED SOUTHEASTERLY AND HAVING A RADIUS OF 533.22 FEET, (THE CHORD OF SAID CURVE FORMING AN ANGLE OF 83 DEGREES 09 MINUTES 30 SECONDS WITH SAID SOUTHWESTERLY LINE OF ELSTON AVENUE, AS MEASURED COUNTER-CLOCKWISE FROM NORTHWESTERLY TO SOUTHWESTERLY) AN ARC DISTANCE OF 127.58 FEET; THENCE NORTHERLY ALONG A SOUTHERLY LINE OF LOT 8, BEING A RADIAL LINE OF THE LAST DESCRIBED CURVE, A DISTANCE OF 14.00 FEET; THENCE SOUTHWESTWARDLY ALONG A SOUTHERLY LINE OF SAID LOT 8 AND LOT 7 AFORESAID, BEING HERE A CURVED LINE HAVING A COMMON CENTER WITH THE LAST DESCRIBED CURVED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 519.22 FEET, AN ARC DISTANCE OF 219.63 FEET; THENCE WESTWARDLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 82 DEGREES 21 MINUTES 36 SECONDS WITH THE RADIAL LINE OF THE LAST DESCRIBED CURVED LINE, AS MEASURED COUNTER-CLOCKWISE FROM NORTH TO WEST, A DISTANCE OF 1.60 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED LINE WHICH IS 10.00 FEET SOUTHWESTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 2; THENCE NORTHWESTWARDLY ALONG SAID PARALLEL LINE, BEING A SOUTHEASTWARDLY EXTENSION OF THE ABOVE DESCRIBED CURVED LINE HAVING A RADIUS OF 302.94 FEET, A DISTANCE OF 116.39 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE TAX INDEX NUMBERS:

14-30-319-001; 14-30-319-005; 14-30-319-006;
14-30-319-007; 14-30-319-008 and 14-30-319-018

COMMON ADDRESS:

Southwest corner of Elston and Leavitt Streets, Chicago, Illinois

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