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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement"), made this 28 day of April, 1994 by and between LASALLE NATIONAL BANK, a national banking association ("Lender"), RIVER FOREST TOWN CENTER LIMITED PARTNERSHIP, an Illinois limited partnership ("Landlord"), and Brown Group Retail, Inc., a Pennsylvania corporation ("Tenant").

\$37.50

06/01/94 16:05:00

RECITALS

1672 # 163 -- 94-488601
COOK COUNTY RECORDER

A. Landlord and Tenant entered into a Lease dated March 30, 1994 (the "Lease"), which Lease demises the premises described therein (the "Premises") to Tenant for a term of five (5) years, as such term may be extended as permitted in the Lease.

*and letter signed by Tenant as of 3/30/94 (collectively referred to as

B. Lender is the mortgagee pursuant to a Construction Mortgage, Assignment of Plans and Security Agreement dated as of May 12, 1994 made by Landlord in favor of Lender, encumbering, among other things, the land described on Exhibit A attached hereto, which mortgage was recorded in the Office of the Recorder of Cook County, Illinois as Document No. 94462579 (said mortgage, as same may be amended or modified from time to time, is herein referred to as the "Mortgage").

C. Tenant has agreed to subordinate the Lease to the Mortgage provided that Lender agrees that Tenant's possession of the Premises shall not be disturbed as a result of a foreclosure of the Mortgage or a deed given in lieu thereof so long as Tenant is not in default under the Lease and provided Tenant attorns to the purchaser at the foreclosure sale or at a sale pursuant to the power of sale in the Mortgage through a deed in lieu of foreclosure and recognizes said purchaser as Landlord under the Lease.

**beyond any applicable cure period

D. Lender and Tenant are willing to agree to a Subordination, Non-disturbance and Attornment Agreement under the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is agreed as follows:

1. Lender, Tenant and Landlord do hereby covenant and agree that the Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, or extension of same with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

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2. 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 option therefor in the Lease, shall not be diminished or interfered with by Lender, or its successors or assigns, and Tenant's occupancy of the Premises shall not be disturbed by Lender, or its successors or assigns, for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

3. 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, or its successors or assigns, will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease.

4. Notwithstanding any provisions of Paragraphs 2 and 3 hereof to the contrary, in the event of any foreclosure of the Mortgage or conveyance in lieu of foreclosure, Lender and Tenant agree that neither Lender, its successors or assigns, nor any other party acquiring the Premises upon a foreclosure sale or by a conveyance in lieu of foreclosure, as the case may be (the "Foreclosure Purchaser"), shall in any way or to any extent (i) be bound by ~~any previous modification or amendment of the Lease or by any previous prepayment of rent for a period greater than one (1) month, unless such modification, amendment or prepayment shall have been expressly approved in writing by Lender, or its successors or assigns, (ii) be bound by any assignment of Tenant's interest in the Lease by Tenant or by operation of law or otherwise (except for an assignment of Tenant's interest in the Lease by Tenant made in accordance with the terms of the Lease), without the express prior written consent of Lender, or its successors or assigns which consent will not be unreasonably withheld or delayed, (iii) be obligated or liable to Tenant with respect to the construction, completion or renovation of the improvements on the Premises or the Premises for Tenant's use, provided, however, in the event that Lender or any Foreclosure Purchaser elects not to complete the construction work required under the Lease, Tenant may terminate the Lease, or (iv) be obligated or liable to Tenant with respect to any act or failure to act on the part of Landlord*~~ and Tenant shall have no right to assert or claim any of the foregoing or any damages arising therefrom against Lender, its successors or assigns, or the Foreclosure Purchaser, whether as an offset or defense or otherwise. *except for ongoing maintenance obligations

5. Without limitation of the foregoing, Tenant further agrees as follows:

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(a) That in the event Lender or any successors in interest shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure of the Mortgage, the exercise of the power of sale thereunder or by a conveyance in lieu of foreclosure,*Tenant hereby covenants and agrees to make full and complete attornment to Lender or to the Foreclosure Purchaser, as the case may be, for the balance of the term of the Lease, including any extensions and renewals thereof which may be effected in accordance with any option therefor in the Lease, upon the same terms, covenants and conditions as therein provided, so as to establish direct privity of estate and contract as between Lender or the Foreclosure Purchaser, as the case may be, and Tenant, and with the same force and effect as though the Lease were originally made directly from Lender, or the Foreclosure Purchaser, as the case may be, to Tenant, and Tenant will thereafter make all rent payments and any other payments under the Lease thereafter as directed by Lender or the Foreclosure Purchaser, as the case may be.

*provided such successor in interest honors all of Landlord's obligations under the Lease,

(b) That in the event of any act or omission by Landlord under the Lease which constitutes a default on the part of Landlord thereunder or which would give Tenant the right to terminate the Lease or to claim a partial or total eviction, notwithstanding any provision of the Lease to the contrary, Tenant will not exercise any such right until: (i) it has given written notice of such act or omission to Lender, and (ii) following the giving of such notice, Lender, shall have failed, with reasonable diligence, to commence, pursue or complete reasonable action to remedy such act or omission within thirty (30) days after receipt of said written notice, provided, however, that said thirty (30) day period shall be extended so long as within said thirty (30) day period Lender has commenced to cure and is proceeding with due diligence to cure said default.

(c) That Tenant will in no event subordinate or agree to subordinate the Lease to any other lien or encumbrance affecting the Premises without the express written consent of Lender and any such attempted subordination or agreement to subordinate without such consent of Lender shall be void and of no force and effect.

6. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease and the rents thereunder as security for the loan secured by the Mortgage, and Tenant hereby expressly consents to such assignment.

7. Landlord and Tenant hereby certify to Lender that (i) a true, correct and complete copy of the Lease, including all exhibits and amendments thereto, has been delivered to Lender,** and, except as contained in said Lease, the Lease has not been modified, supplemented, amended, assigned, transferred, renewed or otherwise changed in any way, (ii) the Lease has been duly executed by Landlord and Tenant and is in full force and effect, and is the binding obligation of the parties thereto, and (iii) the Lease, as delivered to Lender, is the complete statement of the agreement

**by Landlord

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between Landlord and Tenant with respect to the construction and leasing of the Premises.

8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

9. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

10. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Lender to Tenant shall be deemed to have been properly given if served in person, if sent by United States registered or certified mail, postage prepaid, or if sent by reputable overnight courier service, addressed to Tenant at:

Famous Footwear
208 E. Olin Ave
PO Box 8913
Madison, WI 53708-8913
ATTN: Director, Lease Administration

or to such other address as Tenant may from time to time designate by written notice to Lender given as herein required. All notices, demands and requests by Tenant to Lender shall be deemed to have been properly given if served in person, if sent by United States registered or certified mail, postage prepaid, or if sent by reputable overnight courier service, addressed to Lender at:

LaSalle National Bank
120 South LaSalle Street
Real Estate Department
Chicago, Illinois 60603
Attn: Mr. John C. Hein

or to such other address as Lender may from time to time designate by written notice to Tenant as herein required. Notices, demands and requests given by mail by Lender to Tenant and by Tenant to Lender in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when delivered personally, three (3) business days after the time such notice, demand or request shall be deposited in the mails as aforesaid, or one (1) business day after the time such notice, demand or request shall be delivered to an overnight courier service.

11. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of either Lender or Tenant hereunder, all obligations and liabilities of such assignor under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such interest is so assigned.

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12. Tenant and Lender acknowledge and agree that this Agreement satisfies any condition or requirement of the Lease relating to a subordination and non-disturbance agreement.

13. Any provision of this Agreement which is unenforceable or invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenure of this Agreement as though any such invalid portion had never been included herein.

IN WITNESS WHEREOF, the parties have executed the foregoing Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

LASALLE NATIONAL BANK

By: [Signature]

Its: VICE PRESIDENT

RIVER FOREST TOWN CENTER LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: Chitown Development, Ltd. a(n)
Illinois corporation

By: [Signature]

Its: _____

Its only general partner.

Brown Group Retail Pennsylvania Corporation
Inc.

By: [Signature]

Its: BRIAN C. COOK President
PRESIDENT

ATTEST:

[Signature]
Its: JAMES M. ROE
VICE PRESIDENT, REAL ESTATE
(S E A L)

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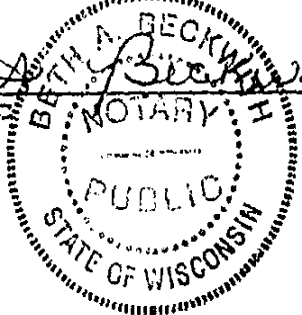
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STATE OF Wisconsin)
) SS
COUNTY OF Dane)

I, Beth A. Beckwith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian C. Cook, personally known to me to be the President of Brown Group Retail, Inc., a Pennsylvania corporation, and James M. Roe, the V.P. Real Estate of said corporation and personally known to me to be the same person whose names ~~are~~ subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that ~~they~~^{he} signed and delivered said instrument as President and V.P. Real Estate of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN Under my hand and Notarial Seal this 28 day of April, 1994.

Beth A. Beckwith
Notary Public



My Commission expires: Sept 8, 1996

Brown Group Retail, Inc.
Famous Footwear

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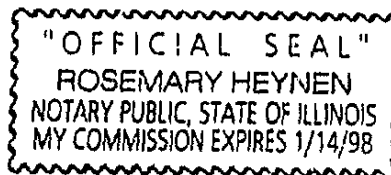
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Rosemary Heynen, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John C. Hein, personally known to me to be the vice President of LASALLE NATIONAL BANK, a national banking association, and personally known to me to the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of May, 1994.

Rosemary Heynen
Notary Public

My Commission expires:
1/14/98



THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Seth R. Madorsky
Katten Muchin & Zavis
525 West Monroe
Suite 1600
Chicago, Illinois 60661-3693



82-13-400-020

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EXHIBIT A
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A TRACT OF LAND COMPRISED OF THE WEST TWO-THIRDS OF LOT 6, THAT PART OF THE EAST TWO-THIRDS OF LOT 7 WHICH LIES EAST OF THE EAST LINE OF VACATED GARDEN STREET, THE WEST ONE-THIRD OF LOT 7, LOTS 8, 9, 10 AND 11, LOTS 12 TO 22, BOTH INCLUSIVE, ALL IN BLOCK 1 IN HARLEM-QUICK'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 1 TO 5 INCLUSIVE, IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 AND THE EAST ONE-THIRD OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND ALSO, A 10.00 FOOT WIDE STRIP OF LAND LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOTS 12 TO 22, BEING THAT PART OF CENTRAL AVENUE HERETOFORE VACATED BY ORDINANCE NUMBER 2572, PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST ON NOVEMBER 23, 1993, TOGETHER WITH THOSE PARTS OF GARDEN STREET VACATED BY ORDINANCE PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST MAY 17, 1948, AND BY SAID ORDINANCE NUMBER 2572, PASSED NOVEMBER 23, 1993.

EXCEPTING FROM SAID TRACT THE FOLLOWING PARCEL:

THAT PART OF LOT 11 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11;

THENCE EAST 28.15 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, 39.79 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11, SAID POINT BEING 27.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 11;

THENCE NORTH 27.50 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCELS 1 TO 9 (TAKEN AS A TRACT) FOR ACCESS FOR THE EXCLUSIVE USE OF VEHICULAR TRAFFIC SERVING PARCELS 1 TO 9 TO INSTALL AND MAINTAIN A SCISSORS LIFT THEREIN TO AND CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND OPERATE A MOUNTABLE CURB, STRIPING OR OTHER RELATED FACILITIES AS CREATED BY GRANT OF EASEMENT DATE NOVEMBER 23, 1993 AND RECORDED APRIL 8, 1994 AS DOCUMENT NUMBER 94319784 FROM THE VILLAGE OF RIVER FOREST TO RIVER FOREST TOWN CENTER LIMITED PARTNERSHIP ON, UPON, OVER, THROUGH, ACROSS OR UNDER A STRIP OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEING 10.00 FEET SOUTH OF THE POINT FORMED BY THE INTERSECTION OF THE EASTLINE OF BONNIE BRAE AND THE NORTH LINE OF CENTRAL AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF BONNIE BRAE EXTENDED, A DISTANCE OF 16.00 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF CENTRAL AVENUE A DISTANCE OF 536.75 FEET; THENCE NORTH ALONG A LINE BEING THE WEST LINE OF HARLEM AVENUE EXTENDED, A DISTANCE OF 16.00 FEET; THENCE WEST ALONG A LINE BEING THE NORTH LINE OF CENTRAL AVENUE, A DISTANCE OF 536.75 FEET TO THE POINT OF BEGINNING.

Harlem & Lake Ave, RiverForest, IL

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