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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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## SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made this 28th day of May 1994,

by FIRST NATIONAL BANK OF EVERGREEN PARK (hereinafter referred to as "LENDER"), and Jesus First Christian One Stop Bookstore

(hereinafter referred to as

"TENANT"),

WITNESSETH;

WHEREAS, the TENANT has entered into a certain lease dated

November 10 1992 (hereinafter referred to as the "Lease")

with Ambassadors for Christ

(hereinafter referred to as "LANDLORD"), covering the premises

commonly known as 7859 South Ashland, Chicago IL 60620

and legally described as on the Rider attached hereto and made a part hereof by reference.

WHEREAS, the LENDER has agreed to make a mortgage loan in the amount of \$540,000.00 (hereinafter referred to as the "Mortgage"), to the LANDLORD provided said Lease is subordinated to the lien of the Mortgage; and;

WHEREAS, the TENANT wishes to induce the LENDER to make the Mortgage but desires to be assured of continued occupancy of said premises under the terms of said Lease and subject to the terms of the Mortgage;

NOW THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. Said Lease is and shall be subject and subordinate to said Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. TENANT agrees that any action by LENDER to enforce the Mortgage by reason of default thereunder will not terminate said Lease or invalidate or constitute a breach of any of the terms thereof, and that if said Mortgage be foreclosed, or a voluntary conveyance in lieu of foreclosure shall be delivered upon request of the LENDER, TENANT will attorn to the purchaser at any foreclosure sale thereunder or to the grantee in the voluntary conveyance, and will execute such instruments as may be necessary or appropriate to evidence such attornment, provided TENANT receives from such purchaser or grantee a Recognition Agreement that so long as TENANT shall not be in default under the Lease, TENANT'S right of possession and enjoyment of the leased premises shall be and remain undisturbed and unaffected by reason of such purchase or voluntary conveyance.

This instrument was prepared by:  
FIRST NATIONAL BANK OF EVERGREEN PARK

Business Banking Center  
4900 West 95th Street  
Oak Lawn, Illinois 60453

mail to

Box 223 CTI

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3. In the event that the LENDER shall succeed to the interest of the LANDLORD under said lease, the LENDER agrees to be bound to the TENANT under all the terms, covenants and conditions of the Lease and the TENANT shall, from and after such event, have the same remedies against the LENDER for the breach of an agreement contained in the Lease that the TENANT might have had under the Lease against the LANDLORD if the LENDER had not succeeded to the interest of the LANDLORD; provided, however, that the LENDER shall not be:

- a. Liable for any act or omission of any prior landlord (including the LANDLORD); or
- b. Subject to any effects of defenses which the TENANT might have against any prior landlord (including the LANDLORD); or
- c. Bound by any rent or additional rent which the TENANT might have paid for more than the current month to any prior landlord (including the LANDLORD); or
- d. Bound by any amendment or modification of the Lease made without its consent.

The covenants and agreements herein contained shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors in interest and legal representatives.

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

FIRST NATIONAL BANK  
OF EVERGREEN PARK  
LENDER  
BY: Russell J. Holtz  
Title: Sen. Vice Pres.

JESUS FIRST CHRISTIAN ONE STOP  
BOOKSTORE  
TENANT  
BY: Steve [Signature]  
Title: OWNER

Attest: [Signature]  
Title: Vice Pres.

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public, do hereby certify that on the 28th day of May, 1994, Russell J. Holtz and Linda Helde, personally known to me to be the same persons whose names are, respectively, as Senior Vice President and Vice President of FIRST NATIONAL BANK OF EVERGREEN PARK, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledge that they, being thereunto duly authorized, signed sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and their own free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

"OFFICIAL SEAL"  
CHRISTINE P. LAMBERT  
Notary Public, State of Illinois  
My Commission Expires 3/17/97

[Signature]  
Notary Public

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 10/20/94

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STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the same persons whose names are, respectively, as \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ a corporation, subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledge that they, being thereunto duly authorized, signed sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and their own free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

\_\_\_\_\_  
Notary Public

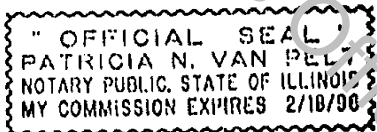
**B. NOTARY CLAUSE TO BE USED IF TENANT IS AN INDIVIDUAL:**

STATE OF Illinois )  
COUNTY OF Cook ) SS

I, Patricia Van Pelt a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Joe Ann McClandon, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29 day of May, 1994.

*Patricia Van Pelt*  
\_\_\_\_\_  
Notary Public



**STRIKE EITHER A OR B ABOVE**

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EXHIBIT "A"

## \*\*PARCEL ONE (BUILDING):

TRACTS 1 TO 12, BOTH INCLUSIVE, ACCORDING TO THE PLATS OF SURVEY RECORDED WITH WARRANTY DEED DATED JULY 25, 1968 AND RECORDED JANUARY 8, 1970 AS DOCUMENT 21053444, SAID TRACTS BEING PART OF LOTS 25, 26, 27, 28, 29, 30, 31, 32, 33, AND LOT 34 (EXCEPT THE NORTH 16 FEET OF SAID LOT 34) TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 31, ALL TAKEN AS A TRACT, IN FLYNN'S ADDITION TO WEST AUBURN, BEING A SUBDIVISION OF BLOCK 32 IN JAMES' SUBDIVISION OF THE WEST HALF OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 20-29-317-039

## PARCEL TWO (PARKING LOT):

LOTS 39, 40, 41, 42, 43, 44 AND 47 IN M.J. FLYNN'S ADDITION TO WEST AUBURN, BEING A SUBDIVISION OF BLOCK 32 IN JONES' SUBDIVISION IN THE WEST HALF OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 20-29-317-010 (LOT 39)  
20-29-317-009 (LOT 40)  
20-29-317-008 (LOT 41)  
20-29-317-007 (LOT 42)  
20-29-317-006 (LOT 43)  
20-29-317-005 (LOT 44)  
20-29-317-002 (LOT 47)

(THESE LOTS NOT REGISTERED IN TORRENS).

## PARCEL THREE (PARKING LOT):

LOTS THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), THIRTY-EIGHT (38), FORTY-FIVE (45), FORTY-SIX (46) IN M.J. FLYNN'S ADDITION TO WEST AUBURN, BEING A SUBDIVISION OF BLOCK 32 IN JONES' SUBDIVISION IN THE WEST HALF OF SECTION 29, TOWN 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(THESE LOTS ARE REGISTERED IN TORRENS)

PERMANENT INDEX NO. 20-29-317-038 (LOTS 35, 36, 37 AND 38)  
20-29-317-004 (LOT 45)  
20-29-317-003 (LOT 36)

Known as: 7857-59 S. Ashland Avenue and adjacent parking lot, Chicago, Illinois

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