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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENET AGREEMENT

THIS AGREEMENT, made as of this 17 day of July, 1994,
by and among CHICAGO HEALTH CLUBS, INC., an Illinois
corporation (hereinafter called "Tenant"), MEL LIFE ASSURANCE CORPORATION
a New Jersey corporation (hereinafter called "Lender"), and
ALBANY BANK & TRUST COMPANY, N.A., as Trustee under Trust No. 11-4183 dated January 20, 1984
(hereinafter called "Landlord").

DEPT-01 RECORDING \$37.00
140003 REAL 3019 07/21/94 12:05:00
4764 # EP * - 94 - 636201
COURT CLERK'S OFFICE

WITNESSETH: THAT

WHEREAS, the Tenant has entered into a certain lease dated as
of April, 1994 (the "Lease") with Landlord
covering premises located within a building located in a shopping
center in Chicago, Illinois which is commonly known as
Six Corners Plaza Shopping Center (the "Premises"), which building is located on
certain real estate more particularly described on Exhibit "A"
attached hereto and made a part hereof (the "Real Estate");

WHEREAS, the Lender is the holder of a certain mortgage made
by the Landlord encumbering the Real Estate (the "Mortgage");

WHEREAS, Tenant acknowledges that the Mortgage constitutes a
lien or charge upon the Real Estate and the Premises which is prior
and superior to the Lease and leasehold interest of Tenant; and

WHEREAS, Tenant, as a condition of entering into the Lease,
has required the execution of this non-disturbance agreement
whereby Lender agrees not to disturb Tenant's rights in the
Premises under the Lease should Lender foreclose the lien of the
Mortgage.

NOW, THEREFORE, in consideration of the premises and mutual
covenants hereinafter contained, the parties hereto mutually
covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or
modifications thereof, and all of the right, title and interest of
the Tenant in and to said Premises are and shall be subject and
subordinate to the Mortgage and to all of the terms and conditions
contained therein, and to any renewals, modifications,
replacements, consolidations and extensions thereof.

2. Lender consents to the Lease and, in the event of
foreclosure of said Mortgage, or in the event Lender comes into
possession or acquires title to the Premises as a result of the
enforcement of foreclosure of the Mortgage or the note secured
thereby, or as a result of any other means, Lender agrees to
recognize Tenant pursuant to the terms of the Lease and further
agrees that Tenant shall not be disturbed in its possession of the
Premises for any reason other than one which: (a) would entitle
the Landlord to terminate the Lease under its terms (after notice
and applicable grace periods); (b) would cause, without any further

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RETURN TO: RON OTTO, Box 15
TICOR TITLE INSURANCE
203 NORTH LASALLE, SUITE 1400
CHICAGO, IL 60601
FILE: 804 031

Property Address: 3939 N. Cicero Ave.
Chicago, IL

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action by such Landlord, the termination of the Lease; or (c) would entitle such Landlord to dispossess the Tenant from the Premises. Tenant shall not be named as a party defendant to any foreclosure of the Mortgage, nor in any other way shall Tenant be deprived of its rights under the Lease.

3. Tenant and Lender agree that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Lender shall be bound to Tenant under all of the terms of the Lease and shall perform all of Landlord's obligations under the Lease and Tenant shall be bound to Lender under all of the terms, covenants and conditions of 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 without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of the Landlord in the Premises. Tenant agrees, however, upon the election of and written demand by Lender within twenty (20) days after Lender receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, reasonably satisfactory to Lender, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

4. In the event Lender shall succeed to the interest of Landlord under the Lease, Tenant shall, from and after such event, have the same remedies against Lender for the breach of any provision contained in the Lease that the Tenant might have had under the Lease against Landlord thereunder provided, however, Lender shall not be (a) personally liable for any act or omission of any Landlord under the Lease provided that Lender shall not be released from continuing obligations of Landlord under the Lease, including but not limited to, providing on-going services, repairs and maintenance as provided in the Lease, and provided further, that in the event the Tenant Improvement Allowance (as defined in the Lease) has not been fully disbursed in accordance with the terms of the Lease, Tenant shall have the right to set-off against all rental payments then due and coming due that portion of the Tenant Improvement Allowance that was remaining to be paid by Landlord, plus interest on such amount at the Interest Rate (as defined in the Lease), from the date such amount was due through and including the date it was recovered by Tenant's set-off as aforesaid, (b) bound by any base rent or additional rent which Tenant may have paid for more than the current or next succeeding month to any prior Landlord, (c) bound by any material amendment or modification of the Lease hereafter made without Lender's consent, or (d) obligated to perform any work in the Premises or any part

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and receive an annual reduction of Minimum Rent for the entire balance of the initial term in the amount of fifteen (15%) for each dollar of the Tenant Improvement Allowance not so funded.

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thereof, other than such work which is required to be performed by Landlord under the Lease; provided, however, Tenant's obligation to pay Rent (as defined in the Lease) shall be subject to Tenant's rights of set-off and abatement and such other rights as are provided in the Lease.

5. Lender agrees that:

(a) Tenant shall not be named or joined as a party defendant or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the note or other obligations secured thereby;

(b) Condemnation awards and insurance proceeds paid or payable with respect to the Real Estate received by the Lender shall be applied and paid in the manner set forth in the Lease;

(c) All fixtures and equipment, whether owned by Tenant or any subtenant or leased by Tenant from any lessor/owner (hereinafter called the "Equipment Lessor") installed in or on the Real Estate or the Premises, regardless of the manner or mode of attachment, shall be and remain the property of Tenant or any such Equipment Lessor and may be removed by Tenant or such Equipment Lessor at any time. In no event (including a default under the Lease or Mortgage) shall Lender have any liens, rights or claims in Tenant's or Equipment Lessor's fixtures or equipment, whether or not all or any part thereof shall be deemed fixtures, and Lender expressly waives all rights of levy, distraint or execution with respect to such fixtures and equipment.

6. The parties hereby agree that until Tenant has been notified that the Mortgage has been released of record, Tenant agrees that upon receipt by Tenant of written notice from Lender directing Tenant to make payment of rents under the Lease to Lender, Tenant shall comply with such direction to pay and shall not be required to determine whether Landlord is in default under the Mortgage or related loan documents. Lender shall indemnify and hold harmless Tenant from and against any and all losses, costs, expenses, claims, obligations and liabilities incurred or otherwise suffered by Tenant resulting from Tenant's compliance with Lender's said direction to pay rent. Landlord hereby releases Tenant from any obligation to pay to Landlord any amounts paid to Lender based upon Tenant's compliance with such a direction to pay rent from Lender.

7. All notices, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail, postage pre-paid, return receipt requested, by overnight courier service or by personal delivery, addressed to the party at the following address or at such other place as such party or successor or assign may from time to time designate in a notice to the other parties:

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Notices To Landlord:

c/o Mark IV Realty, Inc.
400 North Franklin
Chicago, Illinois 60610

Attention: John L. Marks and Stephen B. Leonard

Notices to Lender:

MIL Life Assurance Corporation
520 Broad Street
Newark, New Jersey 07102

Attention: Law Department

Notices to Tenant:

Health & Tennis Corporation of America
2029 Century Park East
Suite 2810
Los Angeles, California 90067
Attention: Director of Property Management

With a copy to:

Health & Tennis Corporation of America
8700 W. Bryn Mawr Avenue
2nd Floor
Chicago, Illinois 60631
Attention: General Counsel

Notices shall be deemed delivered and received upon the date of receipt or rejection or other refusal to accept or inability to deliver because of changed address for which no notice has been given.

8. Prior to Lender's succeeding to the Landlord's interest in accordance with the terms hereof, in the event that the Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease Tenant shall give written notice thereof to the Lender and the Lender shall have the right (but not the obligation) to cure such default within any applicable cure periods provided for in the Lease.

9. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include the Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure, and the word "Lender" shall include the Lender herein specifically named and any of its successors, assigns and grantees, including anyone who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the Mortgage or a deed in lieu thereof.

10. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the Lease and leasehold interest of Tenant to the lien or charge of the Mortgage in favor of Lender, and shall supersede and cancel any

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prior agreements as to such, or any subordination, including, but not limited to, those provisions, if any, contained in the Lease, which provide for the subordination of the Lease and leasehold interest of Tenant to a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed, and shall not be modified or amended except in writing signed by all parties hereto.

11. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

TENANT:

CHICAGO HEALTH CLUBS, INC.,
an Illinois corporation

By: [Signature]
Its: SENIOR VICE PRESIDENT

LENDER:

MBL LIFE ASSURANCE CORPORATION, a New Jersey
corporation

By: [Signature]
Its: VICE PRESIDENT

LANDLORD

ALBANY BANK & TRUST COMPANY, N.A., as Trustee as aforesaid
a corporation

SEE ATTACHED RIDER FOR TRUSTEE SIGNATURE.

By: _____
Its: _____

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This Agreement is executed by and for ALBANY BANK & TRUST COMPANY N.A., individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement, shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. Any and all personal liability of ALBANY BANK & TRUST COMPANY N.A. is hereby expressly waived by the parties hereto, and their respective successors and assigns. It is further expressly understood that the Seller may at any time, without the consent of the Purchaser, issue its Trustee's Deed conveying the said premises to a grantee other than the Purchaser hereunder, and upon such a conveyance the Seller's liability hereunder shall cease and determine.

Anything in the foregoing Agreement and Rider to the contrary notwithstanding and specifically relating to the obligation to convey title to the within described real estate, it is expressly understood that the Trustee hereunder shall execute and deliver its Trustee's Deed only when it has been notified in writing by its beneficiaries that the Covenants and Agreements herein contained have been performed by the Purchaser, and when its beneficiaries shall so direct Seller, providing that all fees and costs due to Seller, as Trustee, have been paid in full.

The undersigned Trustee, further states that, although purporting to do so, actually it has not, nor shall not receive, nor be entitled to, the payments or proceeds mentioned in the foregoing instrument (including the earnest money deposit) it being understood that the beneficiary or beneficiaries under the said Trust are entitled to and will receive the rents, issues, profits, proceeds and avails of the said Trust property, under the foregoing instrument. If any payment(s) is/are made to the Trustee, the same will be accepted by it in its Trust capacity only, and not personally, for and on behalf of those entitled to receive same.

It is expressly understood and agreed by the parties hereto that the undersigned has not contracted with or retained any real estate broker or agent to represent it in any capacity and none shall seek or claim any commissions, fees, expenses or costs for any services performed in connection with this instrument from the undersigned Trustee.

Dated at Chicago, Illinois this 12th day of July, 1994.

ALBANY BANK & TRUST COMPANY N.A.,
not personally, but solely as
Trustee as aforesaid, pursuant to
terms of that certain TRUST AGREEMENT,
dated JANUARY 20, 1984
bearing TRUST NUMBER 11-4153
BY: Michael Santovener
Trust Officer - VICE PRESIDENT

Attest:
[Signature]
Vice-President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK:)

I, the undersigned, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that MICHAEL SANTOVENER Trust Officer of Albany Bank & Trust Company N.A., and MICK SHAKREJIAN Vice-President of said bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as the free and voluntary act of said bank for the uses and purposes therein set forth; and the said Vice-President then and there acknowledged that he, as custodian of the corporate seal, did affix the corporate seal to 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 12th day of July, 1994



Grace E. Stanton
Notary Public

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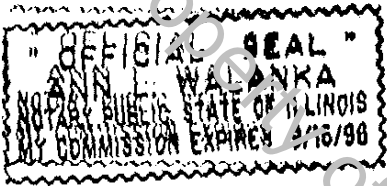
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Personally came before me this 12th day of July,
1994, Carl A. Crout, as the SENIOR VICE PRESIDENT of
CHICAGO HEALTH CLUBS, INC., to me known to be the person who
executed the foregoing instrument, and to me known to be such
SENIOR VICE PRESIDENT of said Corporation, and acknowledged that he
executed the foregoing ~~lease~~ Agreement as such officer as the deed
of this Corporation by its authority.

[Signature]

Notary Public, Cook County
My Commission expires: 7/15/96



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STATE OF N.J.)
COUNTY OF Essex) ss.

Personally came before me this 15th day of July, 1994, Wesley C. Hansen, as the Vice President of MBL LIFE ASSURANCE CORPORATION, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said Corporation, and acknowledged that he/she executed the foregoing ~~deed~~ ^{Agreement} as such officer as the deed of this Corporation by its authority.

Eileen J. Fleig
Eileen J. Fleig
(Print Name)
Notary Public, Essex County
My Commission expires: EILEEN J. FLEIG

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JANUARY 3, 1997

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STATE OF _____)
COUNTY OF _____) ss.

Personally came before me this _____ day of _____, 1994, _____, as the _____ of Albany Bank & Trust Company, N.A., as Trustee ^{or agent} to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said ~~corporation~~ ^{bank}, and acknowledged that he/she executed the foregoing ~~deed~~ ^{Agreement} as such officer as the deed of ~~this corporation~~ by its authority.
said bank

(Print Name)
Notary Public, _____ County
My Commission expires: _____

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EXHIBIT A - LEGAL DESCRIPTION

That part of the Northwest 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the point where the center line of Milwaukee Plank Road (Now Milwaukee Avenue) intersects the West line of said Section 22; thence Southerly on the West line of said Section 418 feet; thence East 198 feet; thence North 242 feet to the middle of said Plank Road; thence Northwesterly along the middle of said Plank Road 262 and 1/2 feet to the place of beginning;

ALSO

Lots 1, 2, 3 and 4 in Block 1 in Gross' Milwaukee Avenue Addition to Chicago, a Subdivision in the West 1/2 of the Northwest 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian;

ALSO

Lots 36, 37, 38 and 39 in Block 1 in Gross' Milwaukee Avenue Addition to Chicago, a Subdivision in the West 1/2 of the Northwest 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number:	13-22-100-001	Volume: 349
	13-22-100-002	
	13-22-100-003	
	13-22-100-004	
	13-22-100-005	
	13-22-100-006	
	13-22-100-011	
	13-22-100-012	
	13-22-100-013	

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