

94856146

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this 26th day of August, 1994, by and between VIRGINIA SURETY COMPANY, INC., an Illinois corporation (hereinafter called "Mortgagee"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated January 1, 1983 and known as Trust No. 56710 (herein called "Landlord") and HEWITT ASSOCIATES LLC, an Illinois limited liability company (hereinafter called "Tenant"):

. DEPT-01 RECORDING 437.00

WITNESSETH:

. T45555 TRAN 6256 10/04/94 10:18:00  
. 49633 + .J.J. \*--94--856146

COOK COUNTY RECORDER

WHEREAS, Mortgagee is now the holder of a certain note secured by a Mortgage executed by Landlord to Combined Insurance Company of America (Mortgagee's predecessor in interest), which Mortgage was recorded in Cook County, Illinois by the Cook County Recorder as Document No. 27103987 (as amended hereinafter called the "Mortgage").

WHEREAS, Tenant is the owner of a leasehold interest in real property (the "Premises"), by virtue of that certain Office Lease dated as of August 26, 1994 between the Landlord named therein and Tenant (hereinafter called "Lease"), a short form of which was recorded in Cook County, Illinois by the Cook County Recorder as Document No. \_\_\_\_\_, and Landlord is the present owner of the property as defined in the Mortgage and as described on Exhibit A attached hereto and made a part hereof (the "Property"), of which the Premises form a part.

WHEREAS, the parties hereto mutually desire that said Lease shall survive any foreclosure of said Mortgage or any conveyance in lieu of such foreclosure (such foreclosure or conveyance being hereinafter called "sale"); that the Tenant shall continue thereafter to be entitled to possession of the Premises on the terms and conditions herein specified; and that Tenant will thereafter attorn to Mortgagee, its successors and assigns.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) cash in hand paid by each of the parties hereto to the other parties, the receipt of which is hereby acknowledged, Mortgagee, Landlord and Tenant agree as follows:

BOX 416

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1. Provided Tenant is not in Default (which has not been cured within the applicable cure period) under the terms of said Lease at the time of sale, then, said Lease shall survive any such sale except as specified to the contrary in the next sentence, and the Tenant shall not be named or made a party to any action for foreclosure of said Mortgage or affected by said sale. If a Lease Default (which has not been cured within the applicable cure period provided for in the Lease) exists at the time a foreclosure action is instituted or at any time thereafter, then, Mortgagee shall have the option to either name or make Tenant a party in such foreclosure action or sell the Property subject to said Lease. Except as specified in the immediately preceding sentence to the contrary, Tenant shall, following such sale, continue to be entitled to possession of the Premises in accordance with the terms, covenants and conditions of the Lease as though Mortgagee, its successors and assigns, had initially executed said Lease, EXCEPT that Mortgagee, its successors and assigns, shall not suffer or incur any loss or liability of any nature whatsoever with respect to or as a result of events occurring prior to such sale, and Tenant hereby agrees to attend to and be obligated to said Mortgagee, its successors and assigns, under all terms, covenants and conditions of said Lease. Nothing herein shall be construed to limit Tenant's rights of set-off, abatement or self-help, or right to terminate the Lease as provided in the Lease.

2. Tenant hereby acknowledges the existence of the aforesaid Mortgage on the Property and hereby subordinates said Lease to said Mortgage.

3. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto. However, Tenant agrees to execute and deliver to Mortgagee, its successors and assigns, such other instruments as shall be requested by them in order to effectuate said provisions.

4. Each and all of the terms, covenants and conditions of this Agreement shall extend to and bind and inure to the benefit of the successors or assigns of the parties hereto; herein the singular number includes the plural and the masculine gender includes the feminine and neuter.

5. As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Lease.

6. As between Landlord and Mortgagee, Landlord and Mortgagee covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Mortgage.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8. In every instance where it shall be necessary or desirable for any party hereto to serve a notice or demand upon another party, it shall be sufficient to deliver such notice by a

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nationally recognized overnight courier or by United States registered or certified mail, postage prepaid, return receipt requested to the parties at the following addresses until changed by notice as herein provided:

If To Mortgagee:

Virginia Surety Company, Inc.  
123 N. Wacker Drive  
Chicago, Illinois 60606  
Attention: Senior Vice President -  
Investment Department

With Copy To:

Aon Advisors, Inc.  
6604 West Broad Street  
Richmond, Virginia 23261  
Attention: Vice President -  
Mortgage and Real Estate

If To Tenant:

Hewitt Associates LLC  
100 Half Day Road  
Lincolnshire, Illinois 60069  
Attention: C.L. Connolly, III and  
Jerry R. Westwood

If To Landlord:

c/o Stein & Company  
Investor Services, Inc.  
227 West Monroe Street  
Chicago, Illinois 60606  
Attention: William D. Norwell  
Senior Vice President

With Copy To:

Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attention: Richard S. Rosenfeld

In all cases in the Lease where reference is made to a holder of a Mortgage the name and address of which Landlord shall have advised Tenant, this Paragraph 8 shall be deemed to constitute advice to Tenant of the name and address of Mortgagee as a holder of a Mortgage. In addition, for purposes of any indemnity contained in the Lease which inures to the benefit of a holder of a Mortgage, Tenant and Mortgagee shall be deemed in direct privity with each other, giving Mortgagee the right to enforce such indemnity directly against Tenant. Nothing in the foregoing sentence shall, however, create any direct privity between Tenant and Mortgagee under the Lease except as provided in the previous sentence until such time as such holder of the Mortgage shall become a successor Landlord under the Lease.

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

## MORTGAGEE:

**VIRGINIA SURETY COMPANY, INC.,**  
an Illinois corporation

By: Michael A. Conway  
Michael A. Conway, Senior Vice President  
of ~~Combined Insurance Company of America,~~  
Parent of Virginia Surety Company, Inc.  
Aon Corporation

## TENANT:

**HEWITT ASSOCIATES LLC,** an Illinois  
limited liability company

By: C. Connolly  
Its: PRINCIPAL

## LANDLORD:

**AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO,** as  
Trustee aforesaid

By: [Signature]  
Its: [Signature]

THIS INSTRUMENT WAS PREPARED  
BY AND FOLLOWING RECORDING  
SHOULD BE RETURNED TO:

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

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## ACKNOWLEDGEMENTS

STATE OF ILLINOIS            )  
  )    SS.  
COUNTY OF COOK            )

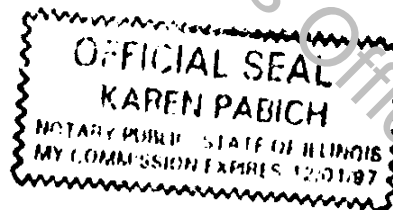
I, Karen Pabich, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Michael A. Conway, the Senior Vice President of Aon Corporation, parent of Virginia Surety Company, Inc. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as a free and voluntary act of said Company, for the uses and purposes therein set forth; and said Michael A. Conway then and there acknowledged that he, as custodian of the Corporate Seal of said Company, did affix the Corporate Seal of said Company, to said instrument as his own free and voluntary act on behalf of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of September, 1994.

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

My Commission Expires:

\_\_\_\_\_



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STATE OF ILLINOIS     )  
                          LAKE     )   SS  
COUNTY OF ~~COOK~~     )

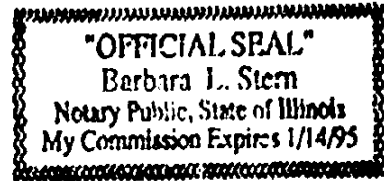
I Barbara L. Stern, a Notary Public, in and for said County in the State aforesaid, do hereby certify that C.L. Connolly III, personally known to me to be ~~the~~ a Principal of Hewitt Associates LLC, an Illinois limited liability company, ~~and~~ ~~personally known to me to be the~~ ~~of said limited liability company~~, whose names ~~are~~ subscribed to the within instrument appeared before me this day in person and severally acknowledged that as such Principal ~~and~~ ~~they signed and delivered the said instrument as~~ Principal ~~and~~ ~~of said limited liability company, as their~~ free and voluntary act and as a free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of August, 1994.

Barbara L. Stern  
Notary Public

My Commission expires:

1/14/95



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STATE OF ILLINOIS     )  
  )   SS  
COUNTY OF COOK     )

I RUTH ANNE BOOKER, a Notary Public, in and for said County in the State aforesaid, do hereby certify that J. Michael Whelan, the VICE PRESIDENT of American National Bank and Trust Company of Chicago and \_\_\_\_\_, the \_\_\_\_\_ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as a free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said \_\_\_\_\_ then and there acknowledged that he, as custodian of the Corporate Seal of said Bank, did affix the Corporate Seal of said Bank, to said instrument as his own free and voluntary act on behalf of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of August, 1994.



Ruth Anne Booker  
Notary Public

My Commission expires:

5/5/98

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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### Parcel 1:

Lot 4 in Lake Cook Office Centre, being a Resubdivision of Lot 3 in Lake Cook Industrial Park, being a Subdivision in the Northeast Quarter and Northwest Quarter of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2:

Easement for the benefit of Parcel 1 for ingress and egress and access for construction, installation, use, maintenance, repair and replacement of frontage road described in and as created by Declaration of Grant of Easement made by LaSalle National Bank, as Trustee under Trust Agreement dated October 30, 1972 and known as Trust No. 44913 dated August 1, 1981 and recorded September 2, 1981 as Document 25987860 over the following described parcels of land:

The South 60.00 feet of the North 120.00 feet of the "Parcel of Land", hereinafter described:

That part of the North 60 feet of said "Parcel of Land", bounded on the West by the West line of the 80.00 feet right-of-way of Pine Street (as shown on the Third Addition to Deerfield Park Unit No. 1, being a Subdivision in the Southeast 1/4 of Section 32, Township 43 North, Range 12 East of the Third Principal Meridian in Lake County, Illinois, recorded December 22, 1958 as Document no. 1015141 extended South; bounded on the East line of the aforementioned Pine Street, extended South;

Also,

That part of the North 60.00 feet of said "Parcel of Land"; bounded on the West by the West line of the 60.00 feet right-of-way of the now named Birchwood Avenue (as shown as Pheasant Street on a Subdivision of J.S. Hovland's First Addition to Deerfield, being a Subdivision in the Southwest 1/4 of Section 32, Township 43 North, Range 12 East of the Third Principal Meridian in Lake County, Illinois, recorded November 7, 1924 as Document No. 248380) extended South; bounded on the East by the East line of the aforementioned Birchwood Avenue, extended South; said "Parcel of Land" being described as the following Parcels all taken as a tract:

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That part of the East 1/2 of Government Lot 2 in the Northwest 1/4 of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, and also the West 1/2 of Government Lot 2 (Except the East 878.25 feet, as measured along the North line thereof) in the Northeast 1/4 of said Section 5, all taken as tract, lying North of the North line of Tollway Parcel T-11-B-2 as described in Superior Court Case 56S19626 dated November 9, 1956, lying Northerly of Tollway Parcel T-11-B2.4 as described in Superior Court Case 56S19626 dated February 5, 1957 and lying South of the South line of Lake Cook Road, being a line 50.0 feet South of and Parallel with the North line of both the Northwest 1/4 and Northeast 1/4 of said Section 5;

Also,

That part of the East 878.26 feet (as measured along the North line) except the North 873.00 feet of the East 20.00 feet of the West 1/2 of Government Lot 2 in the northeast 1/4 of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, lying North of the North line of Tollway Parcel T-11-B2 as described in Superior Court Case 56S19626 dated November 9, 1956, lying South of the South line of Lake-Cook Road being a line 50.00 feet South of said parallel with the North line of the Northeast 1/4 of said Section 5;

Also,

The South 200 feet of the North 1073.00 feet of the West 3 acres of the Northeast 1/4 of the Northwest 1/4 of Section 5 aforesaid, all in Cook County, Illinois, excepting therefrom that part of said easement falling within Parcel 1.

Parcel 3:

Non-exclusive reciprocal rights to the use and enjoyment of all parking spaces, rights-of-way, and utility facilities as defined and established by that certain Declaration and Grant of Reciprocal Rights recorded February 25, 1982 as Document No. 26154914, as modified by Amendment recorded January 19, 1984 as Document 26935444 and re-recorded February 23, 1984 as Document 26979802.

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