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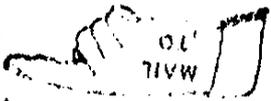
RECORDING REQUESTED BY:

The Prudential Insurance Company of America

AND WHEN RECORDED MAIL TO:

PREPARED BY:
David A. Lapins, Esq.
Sonnenschein Nath & Rosenthal
8000 Dear Tower
Chicago, Illinois 60606

DEPT-01 RECORDING \$41.50
T00011 TRAN 4110 10/12/94 14:33:00
\$8156 + RV *-94-875743
COOK COUNTY RECORDER



Prudential Loan No. 8 100 589

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement (the "Agreement") is made and entered into as of the 13th day of October, 1994, by and among the Gap, Inc., a Delaware corporation ("Tenant"), American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated December 1, 1991, and known as Trust No. 114554-06 (hereafter referred to as either "Landlord", or "Borrower") and The Prudential Insurance Company of America, a New Jersey corporation (hereafter referred to as "Lender").

WITNESSETH:

WHEREAS, Tenant has entered into a lease dated June 17, 1994 with Landlord, which demises certain premises described in said lease (the "Leased Premises") which constitute a portion of the real estate legally described in Exhibit "A" (attached hereto and made a part hereof (the "Real Estate")); said lease together with any amendments or modifications thereof, whether now or hereafter existing shall be hereinafter referred to as the "Lease"; and

WHEREAS, Landlord has executed and delivered to Mortgagee a Mortgage (the "Mortgage") encumbering the Real Estate to secure an indebtedness of THIRTY-EIGHT MILLION (\$38,000,000); and

WHEREAS, Mortgagee, as a condition to making the loan secured by said Mortgage to Landlord, has required the execution of this Agreement.

NOW, THEREFORE, in consideration of the above, and the mutual covenants and agreements herein contained, the parties do hereby covenant and agree as follows:

- 1. Tenant has delivered to Mortgagee concurrently herewith a true, correct and complete copy of the Lease. Landlord and Tenant each agree not to amend, modify or accept a termination of the Lease without the prior written consent of the Mortgagee and that no such amendment, modification or termination will be effective as against Mortgagee or its successors or assigns without the consent of the party who was the holder of the Mortgage

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at the time of the amendment, modification or termination, provided that with respect to a termination of the Lease by Tenant, such consent shall not be required if such termination right is expressly set forth in the Lease as previously approved by such Mortgagee (but the foregoing shall not limit, as between Landlord and Mortgagee, any provisions of the Mortgage or other Loan Documents (as defined in the Mortgage) under which a failure of Landlord to obtain Mortgagee's consent would constitute a default by Landlord thereunder, nor limit any remedies of Mortgagee against Landlord on account of such default).

2. Tenant hereby confirms, as of the date hereof, that Tenant has received no notice of a prior sale, transfer, assignment, hypothecation, or pledge of the Lease or of the rents required to be paid by the terms of the Lease.

3. The Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements, and extensions thereof, to the full extent of the principal sum secured by the Mortgage, all interest accrued and from time to time unpaid thereon and any other amounts required to be paid by the terms of the Mortgage and the instruments secured thereby. Tenant will in no event subordinate or agree to subordinate the Lease to any lien or encumbrance affecting the Real Estate or the Leased Premises other than the Mortgage without the express written consent of Mortgagee, and any such attempted subordination or agreement to subordinate without such consent of Mortgagee shall be void and of no force and effect. Landlord agrees that Landlord's right to require Tenant to subordinate this Lease pursuant to Article 22 of the Lease shall be subject to the immediately preceding sentence. Tenant shall provide Mortgagee with written notice of any defaults of Landlord under the Lease, which notices shall be sent in accordance with the provisions of Section 8 of this Agreement. Tenant shall not be entitled to terminate the Lease or to terminate or to avoid any covenant to operate its business which may be contained in the Lease, by reason of any default of Landlord under the Lease, unless (i) Tenant shall have given Mortgagee written notice of such default as aforesaid, and (ii) Mortgagee shall have failed to cure such default of Landlord within the times set forth below. Mortgagee shall have thirty (30) days following receipt of any such notice in which to cure or undertake the elimination of such default. Notwithstanding anything to the contrary in the immediately foregoing sentence, Mortgagee shall have such additional time as is reasonably necessary to exercise its remedies and effect a cure, if the act of omission does not involve the payment of money from the Landlord to Tenant, if Mortgagee notifies Tenant within ten (10) days after receipt of Tenant's request of Mortgagee's intention to effect such remedy, and (i) if it is reasonably necessary or prudent for Mortgagee to obtain possession of the Real Estate, obtain an order or approval of a court, or otherwise exercise Mortgagee's remedies against the Landlord in order to effect the cure of such default by Landlord under the Lease or (ii) if the nature of such remedies is such that it would reasonably take more than thirty (30) days to effect such cure and Mortgagee commences, as to (i) above, efforts to foreclose or obtain possession, or as to (ii) above, to cure within said thirty (30) day period and thereafter diligently pursues such remedies against the Landlord to completion. Notwithstanding the foregoing, in the event that the Lease shall contain any covenants which, by their nature, can be performed only by Landlord and are impossible to be performed by Mortgagee (herein called "Personal Covenant"), and provided Mortgagee shall diligently exercise its remedies in accordance with the foregoing, any default by Landlord under any such Personal Covenants

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shall not be the responsibility or obligation of Mortgagee upon Mortgagee or any Transferee (as defined below) obtaining title to the Real Estate, and such Personal Covenants shall thereafter not be binding on Mortgagee or such Transferee. In addition, neither Mortgagee nor any Transferee shall be required, in order to cure any default by Landlord as described herein, to pay any claims for indemnification or for damages (other than payment of amounts for which Mortgagee would be liable under Section 7 of this Agreement) arising out of any default by Lessor, but the foregoing shall not limit Lessee's rights to pursue the Landlord named herein for such claims.

4. Tenant agrees that neither the occurrence of any default in the Mortgage, the institution of proceedings to foreclose the lien thereof, the taking of possession by Mortgagee or by any receiver appointed in any foreclosure proceedings, the entry of a foreclosure decree, the sale of the Real Estate pursuant to such decree, the issuance of a deed to the purchaser at any such sale nor the issuance of a deed of the Real Estate in lieu of foreclosure or in settlement of amount due under the Mortgage will affect any obligation of Tenant under said Lease. Tenant understands that Landlord has executed and delivered to Mortgagee an assignment of the Landlord's interests in the leases of the Real Estate, including the Lease. Under the terms of such assignment, Landlord has agreed that Tenant is entitled to rely on any notices or demands from Mortgagee to make payments to Mortgagee, without any liability or any duty of inquiry on the part of the Tenant regarding whether Landlord is in default under Mortgage. Accordingly, Tenant further agrees that upon receipt of written notice from Mortgagee of any uncured default by Landlord under the Mortgage or the Note secured by the Mortgage, all checks and payments for all or any part of the rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall otherwise direct.

5. In the event Mortgagee should foreclose the Mortgage, Mortgagee will not join Tenant as a party defendant in any foreclosure proceedings, unless Tenant is deemed to be a necessary party, for so long as Tenant is not in default under the Lease or this Agreement. In the event Tenant defaults under the Lease or this Agreement (beyond any grace period to cure the same, after notice, as may be afforded to Tenant in the Lease or this Agreement), the obligations of Mortgagee hereunder shall, at Mortgagee's election, become null and void, and Mortgagee may proceed to extinguish the Lease and all of Tenant's rights and interests in and to the Leased Premises through foreclosure of the Mortgage.

6. Tenant hereby agrees that any interest of Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them shall be subordinate to the interests of Mortgagee in such proceeds or awards. Tenant will neither seek nor accept any insurance, condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them until all amounts secured by the Mortgage have been paid in full. However, Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

7. So long as Tenant shall not be in default under the Lease, (a) Mortgagee shall not disturb Tenant's possession of the Leased Premises, and (b) in the event Mortgagee or any

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(e) bound by any amendment or modification of the Lease made subsequent to the date hereof without the consent of Mortgagee or the party who is the holder of the Mortgage at the time of such amendment or modification, unless such amendment or modification is affirmed by an intervening holder.

8. Tenant agrees that, in the event that Lender, or a transferee of Lender, succeeds to the interest of Landlord under the Lease ("Successor Landlord"), such Successor Landlord shall be deemed to have fully assumed and be liable for all obligations of the Lease to be performed by Landlord under the Lease, including the return of any security deposit. Tenant shall attorn to any such Successor Landlord, and Landlord (or a Successor Landlord who has subsequently transferred its interest as Landlord) shall, from and after the date of conveyance, be free of all liability and obligations under the Lease. The liability of any Successor Landlord to Tenant for the payment of money or money damages for any default by such Successor Landlord under the Lease or arising in connection herewith or with such Successor Landlord's operation, management, leasing, repair, renovation, alteration, or any other matter relating to the Real Estate or the Leased Premises, shall be limited to the interest of such Successor Landlord in the Real Estate. Tenant agrees to look solely to each Successor Landlord's interest in the Real Estate for the recovery of any judgment against such Successor Landlord, and no Successor Landlord shall be personally liable for any such judgment or deficiency after execution thereon; any Successor Landlord's interest in the Real Estate shall include the proceeds from the sale or other disposition of such interest. Under no circumstances shall any present or future general or limited partner of any Successor Landlord (if a Successor Landlord is a partnership), or trustee or beneficiary (if a Successor Landlord or any partner of Successor Landlord is a trust) have any liability for the performance of such Successor Landlord's obligations under the Lease. Notwithstanding the foregoing, Tenant shall not be prohibited from naming any Successor Landlord in any injunctive or other equitable proceeding seeking declaratory or other forms of relief to which Tenant may be entitled (notwithstanding that such actions are in personam in nature) and enforcing such equitable relief against any Successor Landlord provided such relief against any Successor Landlord does not involve the personal liability of such Successor Landlord for monetary damages from property other than such Successor Landlord's interest in the Real Estate as aforesaid.

9. All notices required or permitted by this Agreement shall be given by (i) hand delivery, (ii) U.S. Registered or Certified Mail, return receipt requested, or (iii) nationally reputable overnight courier service, and shall be addressed to the recipient at the respective address specified below. No notice shall be effective unless and until actually received.

If to Borrower: American National Bank and Trust Company of Chicago
Trust No 114854-06
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Land Trust Department

thereupon be and become Landlord under the Lease and

(and rental proceeds)

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If to Tenant: The Gap, Inc.
800 Cherry Avenue
San Bruno, CA 94068
Attention: ~~Property Administration~~ REAL ESTATE LAW DEPARTMENT

If to Lender: The Prudential Insurance Company of America
130 East Randolph Street, Suite 1400
Chicago, Illinois 60601
Attention: Vice President

The Prudential Insurance Company of America
130 East Randolph Street, Suite 1300
Chicago, Illinois 60601
Attention: James L. Woolner, Jr., Esq.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Tenant acknowledges and agrees that the Lease is in full force and effect.

Property of Cook County Clerk's Office

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN MATEO)

On October 6, 1994 before me, Michele Gieseke, Notary Public,
personally appeared J.M. Whisman, personally known to me to or proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Michele Gieseke (SEAL)
Notary Public Signature



Cook County Clerk's Office

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EXHIBIT A

(Property Description)

The real property located in the City of Broadview, County of Cook, State of Illinois, and described as follows:

LOTS 2, 8, AND 9, (EXCEPT THAT PART OF LOT 9 DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF LOT 7 OF SAID BROADVIEW VILLAGE SQUARE; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 7, 79.84 FEET FOR POINT OF BEGINNING; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST 10.08 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 7.33 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST, 115.00 FEET; THENCE SOUTH 45 DEGREES 05 MINUTES 44 SECONDS WEST, 36.36 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 117.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 25.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 32.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 125.08 FEET TO A POINT ON THE WEST LIEN OF LOT 7 IN SAID BROADVIEW VILLAGE SQUARE; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 7 IN BROADVIEW VILLAGE SQUARE, 167.67 FEET, TO THE POINT OF BEGINNING) AND LOTS 10, 11, AND 12 IN BROADVIEW VILLAGE SQUARE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1994 AS DOCUMENT NUMBER 94212972.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR ACCESS AS SET FORTH IN THE OPERATION AND BASEMENT AGREEMENT DATED JULY 20, 1993 AND RECORDED SEPTEMBER 2, 1993 AS DOCUMENT NUMBER 93703155 OVER AND ACROSS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BROADVIEW VILLAGE SQUARE AFORESAID.

Permanent Tax Index Numbers:

15-22-400-001
15-22-400-004
15-22-411-001

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