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THIS AGREEMENT OF SUBORDINATION, NONDISTURBANCE AND ATTORNEYMENT is entered into as of the 15th day of December, 1994, by and between Continental Bank N.A., a national banking association ("Mortgagee") and THE TJX COMPANIES, INC., a Delaware corporation ("Lessee").

Recitals

Reference is made to a lease dated November 16, 1994 demising premises described in the attached Exhibit "A" (the "Leased Premises"), between LaSalle National Trust, N.A., not individually or personally but as trustee under its Trust Agreement dated July 21, 1978 and known as Trust Number 52742, as lessor (the "Trust"), and Lessee, as lessee (said lease, a memorandum of which is filed in the office of the Recorder of Deeds for Cook County, Illinois as Document Number 95106832 is hereinafter referred to as the "Lease").

Mortgagee has agreed to loan the Trust up to Two Million Nine Hundred Fifty Thousand (\$2,950,000.00) Dollars (the "Loan") to be evidenced by two promissory notes in the respective principal sums of \$2,750,000 and \$200,000 and dates of February 15, 1979 and December 15, 1979, provided the Trust and its beneficiaries satisfy certain terms and conditions, some of which are set forth in the construction loan agreement pertaining to a portion of the Loan between Mortgagee and the beneficiaries of the Trust (the "Loan Agreement").

The Loan is secured by, among other things, a mortgage (the "Mortgage") filed for record as aforesaid as Document Number 24 930 613 encumbering, among other things, the Trust's leasehold interest in the land legally described in the attached Exhibit "A" and the Trust's fee interest in the improvements thereto (as more particularly described in the Mortgage, herein collectively called the "Mortgaged Premises") and an assignment of leases and rents recorded as aforesaid as Document Number 24 927 812. (The Mortgage and said assignment of leases and rents, each as modified by a Modification of Mortgage and of Assignment of Leases and Rents dated December 15, 1979, recorded as aforesaid as Document Number 25 315 939, are, together with all other documentation given to secure the Loan, hereinafter collectively called the "Continental Bank Loan Papers".)

The Trust's delivery of this agreement is a condition of the occurrence of the Completion Date as defined in the Loan Agreement.

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* Bank of America Illinois, formerly known as

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BANK

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This instrument was prepared by:

James Barr Haines, Esq.
Ropes & Gray
One International Place
Boston, MA 02110-2624

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W I T N E S S E T H:

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Lessee does hereby covenant and agree with Mortgagee that the Lease shall hereafter be and remain at all times an inferior lien on the Mortgaged Premises to the lien of the Continental Bank Loan Papers and all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby, interest thereupon and other amounts advanced pursuant thereto.

2. Mortgagee hereby agrees, for itself and for its successors and assigns, that neither it nor its successors or assigns will interfere with Lessee's possession of the Leased Premises or Lessee's rights and privileges under the Lease or any renewal or extension thereof, except in accordance with the Lease.

3. In the event Mortgagee forecloses upon the Mortgage or Mortgagee succeeds to the interest of the Trust under the Lease, Lessee shall be bound to Mortgagee under all of the terms of the Lease for the balance of the term thereof remaining, and any renewal or extension term thereof, with the same force and effect as if Mortgagee were the lessor under the Lease, and Lessee hereby attorns to Mortgagee, its successors and assigns as its lessor, such attornment to be effective and self-operative without the execution of any further instrument on the part of either of the parties hereto, immediately upon Mortgagee, its successor(s) or assign(s) succeeding to the ownership of the Mortgaged Premises. Notwithstanding anything herein to the contrary, Lessee shall be under no obligation to pay rent to Mortgagee until Lessee receives a written notice from Mortgagee that it has succeeded to the interest of the Trust under the Lease or in the Mortgaged Premises, provided that nothing contained herein shall be construed as diminishing or in any way affecting the rights and remedies of Mortgagee as set forth in the aforesaid assignment of leases and rents. The respective rights and obligations of Lessee and Mortgagee upon such attornment shall to the extent of the then-remaining balance of the term of the Lease, and any extension or renewal thereof, be the same as now set forth in such Lease, it being the intention of the parties hereto to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth in full herein. In no event shall Mortgagee, its successors or assigns be liable for any act or omission of the Trust or its assigns (other than Mortgagee), be subject to any offsets or defenses which the Lessee might have against the Trust or its assigns (other than Mortgagee), or be bound by any rent or other sums which the Lessee might have paid or prepaid to the Trust or

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its assigns (other than Mortgagee) beyond the period prescribed therefor in the Lease. Nor shall Mortgagee, its successors or assigns have any obligation to pay any restoration costs under Article XI of the Lease with respect to the Leased Premises in excess of condemnation proceeds available therefor.

4. Lessee agrees not to terminate the Lease until a reasonable time after written notice to Mortgagee during which any such default may be cured by Mortgagee, its successors or assigns. Lessee further agrees not to execute any further amendment of the Lease without notification to and consent of Mortgagee, its successors or assigns; and no such amendment shall be binding upon Mortgagee, its successors or assigns without the consent of Mortgagee.

5. This Agreement may not be changed or terminated orally; the rights, obligations and benefits hereunder of Lessee and Mortgagee shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns, including without limitation, any purchaser of the Mortgaged Premises at a foreclosure sale.

IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto as of the day and year first above written.

[REDACTED]

[REDACTED]

BANK OF AMERICA ILLINOIS

By: [Signature]
Title: Branch Office

By: [Signature]
Title: Vice Pres.

[REDACTED]

[REDACTED]

THE TAX COMPANIES, INC.

By: [Signature]
Title: Senior Vice President

By: [Signature]
Title: Vice President, Finance and Treasurer

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[REDACTED]

[REDACTED]

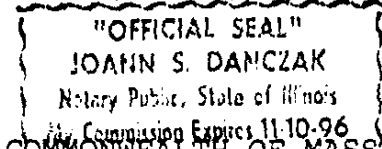
[REDACTED]

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STATE OF ILLINOIS)
) ss
COUNTY OF)

I, JOANN S. DANCZAK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CARL HOLBROOK, personally known to me to be the Vice President of Continental Bank N.A., a national banking association, and DANIEL SJADAK, personally known to me to be the Real Estate Officer of said Bank and 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 severally acknowledged that they signed and delivered the said instrument as Vice President and Real Estate Officer of said Bank, and caused the Corporate Seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of DEC, 1994.



Signature of Joann S. Danczak, Notary Public

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

I, JOAN FLORES, a Notary Public in and for said County, in the Commonwealth aforesaid, do hereby certify that Steven Wisknisky, personally known to me to be the Vice President of THE TJX COMPANIES, INC., a Delaware corporation, and Jay Meitner, personally known to me to be the Senior Vice Pres. Secretary of said corporation and 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 severally acknowledged that they signed and delivered the said instrument as Vice President and Senior Vice Pres. Secretary of said corporation, and caused the Corporate Seal of said Bank 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 23 day of DECEMBER, 1994.

Signature of Joan Flores, Notary Public

JOAN P. FLORES
NOTARY PUBLIC
COMMISSION EXPIRES 1/8/99

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EXHIBIT A

The Demised Premises consist of: (A) an irregularly shaped one-story building having dimensions as shown upon the Lease Plan (hereafter defined) containing seventy thousand one hundred eighty-five (70,185) square feet of ground floor area, within the area shown as Area A on the plan (the "Lease Plan") attached to the Memorandum of Lease filed for record in the Office of the Recorder of Deeds for Cook County, Illinois as Document Number **95106832** and utilities platform of the sizes and in the locations shown upon the Lease Plan plus a mezzanine containing eleven thousand three hundred one (11,301) square feet of floor area and (B) the land thereunder, within a shopping center at the southwesterly corner of the intersection of Harlem Avenue and West Pershing Road, Lyons, Illinois (and all appurtenances that may be from time to time thereon) represented by the area outlined by a bold line upon the Lease Plan and more particularly described as follows:

That part of the Northwest quarter of Section 1, Township 38 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the intersection of the North line of 40th Street and the East line of Powell Avenue for a place of beginning; thence North along the East line of Powell Avenue a distance of 680 feet to the South line of Pershing Road, said point being also the Northwest corner of Lot 11 in Goldblatt's Resubdivision of part of vacated Haas and Powell's Addition to Riverside, thence East along the North line of Lot 11 a distance of 245.75 feet to the Northeast corner of Lot 11; thence South along the East line of Lot 11 a distance of 331.5 feet to the South line of Goldblatt's Resubdivision being also the North line of the South half of the East 10.06 acres of the North 30 acres of the Northeast quarter of Section 1; thence East along said last described line a distance of 245.75 feet to the West line of Harlem Avenue as dedicated by Haas and Powell's Subdivision; thence South along the West line of Harlem Avenue a distance of 348.5 feet to the North line of 40th Street; thence West along the North line of 40th Street a distance of 491.50 feet to the place of beginning.

P.I.N. 18-01-204-002
18-01-204-003

HARLEM AVE + 40TH ST.
LYONS IL.

all dict
of memo →

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PLEASE RETURN TO:
COMMONWEALTH LAND TITLE INSURANCE CO. *NTS*
1 FEDERAL ST. BOSTON, MA. 02110 *3rd Flr*
TELEPHONE 617-895-0042
POLICY NO. *55 95 0185 NTS*