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**SUBORDINATION,  
NON-DISTURBANCE  
AND ATTORNMENT  
AGREEMENT**

DEPT-01 RECORDING 10012 TRAM 3369 03/31/95 13:53:00 Do not write in this area JIM * 95-219546 COOK COUNTY RECORDER
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\$67.00

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is made as of the 30<sup>th</sup> day of March, 1995 between LaSalle National Bank ("Mortgagee"), which has an office at 120 South LaSalle Street, Chicago, Illinois 60602, and Factory Card Outlet of America, Ltd., an Illinois corporation ("Tenant"), which has an office at 9452 Skokie Blvd., Suite B-1, Skokie, Illinois 60076-77.

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**RECITALS**

A. Tenant has entered into that certain lease agreement dated August 22, 1990 with IDS/JMB Balance Income Growth, Ltd. ("Landlord"), or Landlord's predecessor in title, as Lessor, which agreement covers certain premises (the "Premises") in that certain real property (the "Property") commonly known as the Skokie Fashion Square Shopping Center and more particularly described in Exhibit A attached hereto and made a part hereof (herein, said lease agreement, together with any and all amendments, modifications,

69-80-2522/1 CTV.

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**THIS DOCUMENT PREPARED BY, AND  
AFTER RECORDING RETURN TO:**

Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
ATTN: Paul E. Fisher, Esq.

**PROPERTY ADDRESS:**

9452 Skokie Boulevard  
Skokie, Illinois 60076-77

**PROPERTY IDENTIFICATION NUMBERS:**

10-16-204-013  
10-16-222-024

**BOX 333-CTI**

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extensions, renewals, consolidations and replacements thereof now existing are collectively referred to herein as the "Lease"),

B. Mortgagee has agreed to issue a Letter of Credit on behalf of Landlord, to be secured by the lien of a mortgage from Landlord to the Mortgagee (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, collectively referred to as the "Mortgage") on the Property, and

C. Tenant has agreed to subordinate the Lease to the lien of the Mortgage and Mortgagee has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Subordination.** The Lease (including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate in all respects to the Mortgage to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. **Attornment.** Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or

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for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease

3 Non-Disturbance Mortgagee, for itself and its successors and assigns, for any purchaser at a foreclosure sale under the Mortgage, for any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and for the successors and assigns of such purchaser and transferee (herein, Mortgagee and each such other party is called a "New Landlord"), hereby covenants and agrees with Tenant that if Mortgagee or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, provided Tenant is not then in default (after expiration of any applicable grace period) under the Lease, and so long as Tenant is not in default (after expiration of any applicable grace period) under the Lease, that: (a) tenant shall not be named as a party defendant in any foreclosure action unless Tenant is deemed to be a necessary party (but being named does not affect subsections (b) and (c) herein) (b) subject to the next succeeding grammatical paragraph, the Lease, in accordance with its terms, shall remain in full force and effect as a direct indenture of lease between Mortgagee, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Mortgagee, or such other New Landlord (as the case may be); and (c) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by such Mortgagee or such other New Landlord by such foreclosure under the Mortgage or by

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any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

If Mortgagee or any other New Landlord shall succeed to the interest of Landlord under the Lease, Tenant agrees as follows:

(a) Mortgagee or such other New Landlord shall not be (i) subject to any credits, offsets, defenses, claims or counterclaims which Tenant might have against any prior landlord (including Landlord); (ii) bound by any rent or additional rent which Tenant shall have paid more than one (1) month in advance to any prior landlord (including Landlord); (iii) bound by any covenant to undertake or complete any improvement to the Premises or the Property; or (iv) bound by any amendment or modification to the Lease made after the date hereof, or waiver of any provision of the Lease made after the date hereof, which has not been consented to in writing by Mortgagee;

(b) No New Landlord (including, without limitation, Mortgagee) shall be liable for: (i) any act or omission of any prior landlord (including Landlord); (ii) return of any security deposit made by Tenant to Landlord unless such New Landlord shall have actually received such security deposit from Landlord; or (iii) any payment to Tenant of any sums, or the granting to Tenant of any credit, in the nature of a contribution towards the cost of preparing, furnishing or moving into the Premises or any portion thereof (except to the extent expressly agreed to by New Landlord); and

(c) Tenant shall look solely to the Property for recovery of any judgment or damages from Mortgagee or such other New Landlord, and neither

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Mortgagee, such other New Landlord, any partner, officer, director, shareholder or agent of them or any successor or assign of any of the foregoing shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Mortgagee or such other New Landlord provided by law or by any other contract, agreement or instrument.

4. **Mortgagee's Consent.** Landlord's consent or approval under or with respect to the Lease or the Premises or any matter related thereto shall not be effective unless such consent or approval is accompanied by the written consent of Mortgagee. Without limiting the generality of the foregoing, without the prior written consent of Mortgagee, Tenant will not (a) enter into any agreement amending or terminating the Lease, (b) cancel the term of, or surrender, the Lease, or (c) assign or sublet all or any part of the Premises, except only pursuant to any assignment or sublease which, under the express provisions of the Lease, Tenant is entitled to make without the consent of the Landlord.

5. **Landlord's Default.** Tenant hereby agrees to provide Mortgagee with written notice of any casualty damage to the Premises and any default under the Lease by the Landlord and to provide Mortgagee the greater of (a) thirty (30) days or (b) such reasonable period of time as is necessary thereafter to cause such damage to be repaired (if Landlord is obligated under the Lease to repair or cause such damage to be repaired) or to

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remedy such default, as the case may be, prior to exercising any right or remedy of Tenant under the Lease. Notwithstanding the foregoing, Tenant agrees that Mortgagee shall have no obligation to remedy any such default.

6. **Estoppel Certificate** Tenant agrees at any time and from time to time to execute, deliver and acknowledge to Landlord, to Mortgagee or to any third party designated by Landlord or by Mortgagee within ten (10) days following Landlord's or Mortgagee's written request therefor, (a) a statement in writing certifying that the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Tenant alleges), that rent has not been prepaid more than one (1) month in advance, and specifying any further information about the Lease or the Premises which Landlord or Mortgagee or said third party may reasonably request, (b) a statement in writing that Tenant will recognize the Mortgagee as assignee of the Landlord's rights under the Lease; and (c) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Lease to any third party. Tenant understands that Mortgagee and /or prospective purchasers, other mortgagees or lessors of the Premises or any part thereof will rely on such certificates. Tenant's obligation to deliver such certificates within ten (10) days as described above is a material obligation of Tenant hereunder and under the Lease.

7. **Further Subordination** Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Tenant will not (a) enter into any subordination agreement with any person other than Mortgagee; or (b) agree to attach to or recognize any purchaser of the Property at any foreclosure sale under any lien other than that of the Mortgage or any transferee who acquires the Property by deed in lieu of

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foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgage on the Property).

8. **Insurance Proceeds and Condemnation Awards.** Tenant hereby agrees that any interest of Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interests of Mortgagee in such proceeds or awards. Tenant will neither seek nor accept insurance, any condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises 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.

9. **Notice.** Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (a) actual delivery to such addressee at its address set out above, or (b) the third business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first class postage prepaid, addressed to such addressee at its address set out above. By notice complying with this section, any party from time to time may designate a different address as its address for the purpose of the receipt of notice hereunder.

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

11. **Recording.** The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

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12 Counterparts. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written

[SEAL]

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

Attest:

Carol A. Travis  
Name: Carol A. Travis  
Title: Vice President

MORTGAGEE:

LASALLE NATIONAL BANK,  
a national banking association

By: John Berghout  
Name: John Berghout  
Title: AVP

TENANT:

Factory Card Outlet of America  
an Illinois corporation

By: Glen J. Franchi  
Name: Glen J. Franchi  
Title: Vice President, Chief Operating Officer

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2025/01/20 10:00 AM

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Kathleen Rossman, a notary public in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY that John Berghorst  
personally known to me to be the Asst. Vice / <sup>President</sup> of LaSalle National Bank  
and personally known to me to be the same person whose name is subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that as such, he/she signed  
and delivered said instrument pursuant to proper authority given by said Asst. Vice President  
as his/her free and voluntary act, and as the free and voluntary act and deed of said Asst. Vice / <sup>President</sup>  
for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 30th day of March, 19 95

Kathleen Rossman  
Notary Public  
(Seal)

My Commission expires:



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, VINCENT A. SMERLUCCI a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GLEN J. FRANOH personally known to me to be the V.P. & COO of FACTORY CARD OUTLET, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such, he/~~she~~ signed and delivered said instrument pursuant to proper authority given by said CORPORATION, as his/~~her~~ 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 2ND day of March, 19 95

Vincent A. Smerlucci  
Notary Public  
[Seal]

My commission expires:

8/24/96

OFFICIAL SEAL  
VINCENT A. SMERLUCCI  
NOTARY PUBLIC  
MY COMMISSION EXPIRES

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EXHIBIT A

LEGAL DESCRIPTION

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10/10/2010



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## SCHEDULE I LEGAL DESCRIPTION

### PARCEL 1:

THAT PART OF THE NORTH WEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH AND EAST OF THE MARGIN OF THE LITTLE CALUMET RIVER, EXCEPTING THEREFROM THE FOLLOWING:

- (A) THE EAST 660 FEET OF SAID NORTH WEST QUARTER;
- (B) THAT PART TAKEN, USED OR DEDICATED FOR TORRENCE AVENUE;
- (C) THAT PART THEREOF CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEEDS DULY RECORDED JULY 24, 1926 AS DOCUMENTS 9349854 AND 9350297;
- (D) THAT PART OF SAID NORTH WEST QUARTER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 230 FEET; THENCE EASTERLY ON A LINE PARALLEL TO THE NORTH LINE OF SAID QUARTER, A DISTANCE OF 250 FEET; THENCE NORTH A DISTANCE OF 230 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING.

- (E) THAT PART OF SAID NORTH WEST QUARTER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF THE EAST 660 FEET OF SAID NORTH WEST QUARTER; THENCE SOUTH 0 DEGREES, 09 MINUTES 50 SECONDS WEST ON THE WEST LINE OF THE EAST 660 FEET OF SAID NORTH WEST QUARTER A DISTANCE OF 1635.56 FEET; THENCE NORTH 44 DEGREES 42 MINUTES 30 SECONDS WEST A DISTANCE OF 260.28 FEET; THENCE NORTH 28 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 59.87 FEET; THENCE NORTH 44 DEGREES 42 MINUTES 30 SECONDS WEST A DISTANCE OF 519.21 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 30 SECONDS WEST A DISTANCE OF 24.00 FEET; THENCE NORTH 44 DEGREES 42 MINUTES 30 SECONDS WEST A DISTANCE OF 110.00 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 30 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 44 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 615.00 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 30 SECONDS EAST ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NORTH WEST QUARTER, A DISTANCE OF 543.00 FEET TO THE NORTH LINE OF SAID NORTH WEST QUARTER; THENCE SOUTH 89 DEGREES 42 MINUTES 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTH WEST QUARTER A DISTANCE OF 1055.93 FEET TO THE PLACE OF BEGINNING.

- (F) THAT PART OF THE NORTH WEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH WEST QUARTER, A DISTANCE OF 1284 FEET TO A POINT; THENCE EAST 71.05 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE EAST LINE OF TORRENCE AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 5 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO AND DISTANCE 5 FEET FROM SAID EAST LINE OF TORRENCE AVENUE A DISTANCE OF 316.00 FEET TO A POINT; THENCE WEST, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 5 FEET TO A POINT ON SAID EAST LINE OF TORRENCE AVENUE; THENCE NORTH A DISTANCE OF 316.00 FEET TO THE POINT OF BEGINNING;

- (G) THAT PART OF THE NORTH WEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST QUARTER OF SAID NORTH WEST QUARTER; THENCE EAST A DISTANCE OF 250 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 30 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE SOUTH LINE OF 159TH STREET, SAID POINT BEING THE POINT OF

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BEGINNING; THENCE CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 30 FEET TO A POINT; THENCE EAST ALONG A LINE PARALLEL TO AND DISTANT 60 FEET FROM THE NORTH LINE OF SAID NORTH WEST QUARTER, A DISTANCE OF 722.77 FEET TO A POINT; THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 30 FEET TO A POINT ON SAID SOUTH LINE OF 159TH STREET; THENCE WEST A DISTANCE OF 722.77 FEET TO THE POINT OF BEGINNING;

- (H) THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE NORTH 150 FEET OF THE SOUTH 600 FEET OF THE WEST 150 FEET OF THE EAST 810 FEET OF SAID QUARTER SECTION, ALL IN COOK COUNTY, ILLINOIS.

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