

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this 16th day of September, 1996 by and among THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, with an office at 190 South LaSalle Street, Suite 2740, Chicago, IL 60603 ("Mortgagee") and WESTERN UNION INTERNATIONAL, INC., a Delaware corporation, with an address at 201 Centennial Avenue, Piscataway, New Jersey ("Tenant"), and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated March 14, 1983, and known as Trust No. 57320 ("Landlord").

WITNESSETH:

DEPT-01 RECORDING \$31.50
12222 TRAN 5666 09/18/96 11:51:00
15976 # KP# -96-712081
COOK COUNTY RECORDER
DEPT-10 PENALTY \$28.00

WHEREAS, the Mortgagee is the holder of the following Mortgages:

- A. That certain first mortgage evidenced by a certain note (the "Office First Note") in favor of The Prospect Company, a Delaware Corporation, which Office First Note was assigned to Mortgagee as of July 23, 1984, made by American National Bank and Trust Company of Chicago, not individually but solely in its capacity as Trustee under Trust Agreement dated March 14, 1983 and known as Trust No. 57320, and secured by, among other things, a certain first mortgage (the "Office First Mortgage") held by Mortgagee and recorded with the Cook County Recorder of Deeds as Document No. 26807064.
B. That certain first mortgage obligation evidenced by a certain note (the "Plaza/Garage First Note") in favor of Mortgagee held by LaSalle National Bank, N.A., not individually but solely in its capacity as Trustee under Trust Agreement dated August 3, 1959 and known as Trust No. 23278, and secured by, among other things, a certain first mortgage (the "Plaza/Garage First Mortgage") held by Mortgagee and recorded with the Cook County Recorder of Deeds as Document No. 86217027.
C. That certain note (the "Second Note") in favor of Mortgagee made by American National Bank and Trust Company of Chicago not individually but solely in its capacity as Trustee under Trust Agreement dated March 14, 1983 and known as Trust No. 57320, and LaSalle National Bank, N.A., not individually but solely in its capacity as Trustee under Trust Agreement dated August 3, 1959 and known as Trust No. 23278, and which Second Note is secured by, among other things, a certain second mortgage (the "Second Mortgage") held by Mortgagee and recorded with the Cook County Recorder of Deeds as Document No. 87379007.

(The Mortgages identified in A, B and C above are collectively referred to herein as "Mortgage".)

The Mortgage was modified pursuant to an Order Confirming Plan of Reorganization entered on January 19, 1995 by the United States Bankruptcy Court, Northern District of Illinois, Eastern Division in case no. 94B23642.

WHEREAS, by virtue of that certain lease ("Lease") dated SEPT. 16 1996 between Landlord, and Tenant, as Tenant therein, Tenant has leased from Landlord approximately 6,529 Leasable Square Feet of space located in an office building at 440 South LaSalle Street, in Chicago, Illinois 60603, (the "Premises"), which Premises are a portion of the property encumbered by the Mortgage ("Mortgaged Property").

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of the Mortgage;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) by each party in hand paid to the other, receipt of which is hereby acknowledged, and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

- 1. Tenant hereby agrees:
(a) subject to this Agreement and until such time that the Mortgage is released, satisfied, or otherwise discharged, the Lease and Tenant's leasehold estate and any and all estates, options, liens and charges therein contained or created thereby are, and shall be and remain, subject and subordinate in all respects to the lien and effects of the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications, consolidation or replacements thereof, whether executed before or after the date of this Agreement, with the same force and effect as if the Mortgage had been executed, delivered and duly recorded at the above-mentioned Recorder of Deeds, prior to the execution and delivery of the Lease.
(b) from time to time, upon written request by the Mortgagee, Tenant shall forthwith provide Mortgagee within 30 days after Tenant's receipt of such request with an estoppel certificate certifying that, to the best of Tenant's knowledge, no defaults, claims, offsets or events, or situations which, with the passage of time, could become a default or the basis for a claim or offset against Landlord by Tenant, exist under the Lease, or, if the same exist, certifying and describing such items as are in existence.
(c) Tenant will forward to Mortgagee copies of any notice, claim or demand given or made by Tenant to or on Landlord, in all cases concurrently with forwarding same to Landlord, such copies to be provided to Mortgagee by the same method of mailing as the statement, notice, claim or demand was made or given to or on Landlord;

Mail to: David R. Hill, Sidley & Austin, One First National Plaza, Chicago, IL 60603



Handwritten calculation: 3150 + 28 = 5950

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- (d) without the prior written consent of Mortgagee (i) no rent or other sums due under the Lease shall be paid more than 30 days in advance of the due date therefor established by the Lease, except the security deposit and/or the advanced payment of first month's rent, if any, (ii) no modifications shall be made in the provisions of the Lease nor shall the term be extended or renewed, except as provided therein, (iii) the Lease shall not be terminated by Tenant except as provided therein nor shall Tenant tender or accept a surrender of the Lease except incident to a termination provided for in the Lease, and (iv) Tenant shall only sublet the Premises demised by the Lease or assign Tenant's interest in the Lease in accordance with the provisions of the Lease;
- (e) except as otherwise expressly stated in Sections 5(i) and 13.E of the Lease, in the event of any act or omission by Landlord which would give Tenant the right to terminate the Lease or to claim a partial or total eviction, reduce rents or to credit or offset any amounts against future rents, Tenant will not exercise such right (i) until Tenant shall have given written notice of such act or omission to Mortgagee, and (ii) until 30 days for remedying such act or omission shall have elapsed following such giving of notice provided, however, that if a default cannot be cured within such time, and if Mortgagee is diligently pursuing such cure, then Mortgagee shall have such additional time as is reasonably necessary to cure such default; and if Mortgagee so elects, Mortgagee shall have the right to cure any default by Landlord under the Lease, including, if necessary to cure such defaults, access to the Premises in accordance with the terms of the Lease;
- (f) notices required to be given to Mortgagee under this Agreement will be given to any successor-in-interest of Mortgagee under the Mortgage provided that, prior to the event for which notice is required to be given to Mortgagee, such successor-in-interest of Mortgagee shall have given written notice to Tenant of its acquisition of Mortgagee's interest therein, and designated the address to which such notice is to be directed.
- (g) if the holder of the Mortgage (as now or hereafter constituted), or anyone claiming from or through any such holder, shall enter into and lawfully become possessed of the Mortgaged Property or the Premises, or shall succeed to the rights of Landlord under the Lease, either through foreclosure of the Mortgage or otherwise howsoever, (i) Tenant shall attorn to and recognize, such holder or anyone claiming from or through such holders as its landlord under the Lease for the unexpired balance of the term of the Lease and any extension or renewal thereof, subject to all of the terms and conditions of the Lease, and (ii) Tenant shall make all payments payable by Tenant under the Lease directly to the holder of the Mortgage upon such holder's written instructions to Tenant; and if, by operation of law, or otherwise, the institution of any action or other proceedings by Mortgagee under the Mortgage or the entry into and taking possession of the Premises shall result in the Mortgagee's request of a new lease, then Tenant shall, upon receipt of such written request, execute and deliver a new lease of the Premises pursuant to the Lease, containing the same terms and conditions as the Lease, except that the term and any extension thereof shall be the unexpired term and unexpired extended term or terms of the Lease as of the date of execution and delivery of said new lease;
- (h) Tenant has no right or option, whether under the Lease or otherwise, to purchase any portion of the Mortgaged Property or any interest therein, and to the extent that Tenant has or hereafter acquires any such right or option, the same is hereby subordinated to the Mortgage.
- (i) Mortgagee shall have no responsibility, liability or obligation to cure any defaults by Landlord under the Lease, nor be subject to claims, defenses or offsets under the Lease or against Landlord possessed by Tenant and which arose or existed prior to actual foreclosure of the Mortgage or recording of a deed in lieu of foreclosure or entry under and taking possession of the Mortgaged Property by Mortgagee. If Mortgagee forecloses the Mortgage or takes title to the Mortgaged Property pursuant to a deed in lieu of foreclosure or enters upon and takes actual possession of the Mortgaged Property, Mortgagee or any other purchaser at such foreclosure sale shall do so free and clear of all such prior defaults, claims, or offsets and shall not be liable or responsible to Tenant for any act or omission of any prior landlord (including Landlord), or be responsible for or liable for any deposit or security which was delivered by Tenant to any prior landlord (including Landlord) but which was not subsequently delivered to Mortgagee, or be bound by any provision in the Lease relating to the application of insurance or condemnation proceeds, or be obligated or liable to Tenant with respect to the construction and completion of any improvements in the Premises for Tenant's use, enjoyment or occupancy, or be bound by any obligation to repair or restore the Premises or Mortgaged Property, or be bound by any restriction on competition beyond the Premises contained in the Lease, or be subject to any claims, defenses or offsets which Tenant might have against any prior landlord (including Landlord).
- (j) the institution of any action or other proceedings by Mortgagee under the Mortgage in order to realize upon Landlord's interest in the Mortgaged Property shall not by operation of law, or otherwise, result in the cancellation or termination of the Lease or Tenant's obligations thereunder.
- (k) any right of Tenant to make any claim or receive any proceeds arising out of a taking by eminent domain shall be subject and subordinate to the rights of Mortgagee, and
- (l) Except as otherwise expressly stated in Paragraph 35 of the Lease, Tenant agrees that no hazardous or toxic substances, waste or materials (including, without limitation, PCB's or asbestos) will be used or

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stored in the Premises or Mortgaged Property and that no such substances, waste or materials will be released, discharged or disposed of from the Premises.

2. Mortgagee hereby agrees:

- (a) so long as Tenant is not in default (beyond all applicable grace periods given Tenant under the Lease to cure such default) and shall pay the rents and additional rents thereunder, and shall fully comply with and perform all the terms, covenants, conditions and provisions of the Lease on the part of Tenant thereunder to be complied with and performed, (i) Tenant's possession and occupancy of the Premises and Tenant's rights and privileges under the Lease, or any extension or renewal thereof which may be effected in accordance with the terms of the Lease, shall not be disturbed by Mortgagee or any successor-in-interest to Mortgagee; (ii) Mortgagee shall not join Tenant as party to any action or proceeding brought as a result of a default under the Mortgage for the purposes of terminating Tenant's interest and estate under the lease, subject further to the condition that Mortgagee shall not be bound by any rent or other payment which Tenant might have paid more than 30 days in advance of the time stipulated for payment under the Lease or by any amendment or modification of the Lease made without its written consent; and
- (b) if the interest of Landlord shall vest in Mortgagee by reason of foreclosure or any other procedures brought by it, or in any other manner, Mortgagee and Mortgagee's successors-in-interest agree to be bound by all of the undischarged obligations of Landlord under the Lease occurring after such foreclosure or other action.

3. Tenant hereby represents and warrants that:

- (a) the Lease shall be in full force and effect upon full execution of the Lease by Landlord and Tenant and the approval of the Lease by Mortgagee;
- (b) neither Landlord nor Tenant is in default in the performance of or compliance with any provision of the Lease;
- (c) Tenant has not received any notice of default or termination of the Lease;
- (d) the Lease is a complete statement of the agreement of the parties thereto with respect to the leasing of the Premises; and
- (e) Tenant shall accept possession of the Premises upon Substantial Completion (as defined in the Lease) and shall be the sole owner of the leasehold estate created thereby.

4. Landlord hereby irrevocably authorizes and directs Tenant, upon receipt from Mortgagee of written notice to do so, to pay all rents and other monies payable by Tenant under the Lease to or at the direction of Mortgagee. Landlord irrevocably releases Tenant of any liability to Landlord for all payments so made, and Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, demands, losses, or liabilities asserted by, through, or under Landlord (except by Mortgagee) for any and all payments so made. Tenant agrees that upon receipt of such notice Tenant will pay all monies then due and becoming due from Tenant under the Lease to or at the direction of the Mortgagee, notwithstanding any provision of the Lease to the contrary. Such payments shall continue until Mortgagee directs Tenant otherwise in writing. Tenant agrees that neither Mortgagee's demanding or receiving any such payments, nor Mortgagee's exercising any other right, remedy, privilege, power or immunity granted by the Lease or this Agreement will operate to impose any liability upon Mortgagee for performance of any obligation of Mortgagee under the Lease unless and until Mortgagee elects otherwise in writing or unless Mortgagee takes possession of the Premises and assumes the function of a landlord.

5. Any notice, demand or consent hereunder shall be in writing and may be given or mailed by mailing the same by registered or certified mail, postage prepaid return receipt requested, or other nationally recognized overnight service, addressed, or intended: for Mortgagee, to Mortgagee at the address set forth on the first page of this Agreement; for Tenant, to Tenant at the address set forth on the first page of this Agreement with a copy to MCI Telecommunications Corporation, Law and Public Policy, 1133 19th Street, N.W., Washington, D.C. 20036, Attention: Real Estate Administrator; and for Landlord, addressed to Landlord at the address set forth on the first page of this Agreement. Any party may designate a new address by notice in writing to the other parties. Any notice given in accordance herewith shall be effective on the date such notices are received or refused, as the case may be, as evidenced by addressee's registry or certification.

6. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 14, 1983, and known as Trust No. 57320, while in form purporting to be the representations, covenants, undertakings and agreements of said trustee are nevertheless each and every one of them, made and included not as personal representations, covenants, undertakings and agreements by the trustee for the purpose or with the intention of binding said trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against American

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National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated March 14, 1983, and known as Trust No. 57320, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. the term "Mortgagee" shall include the respective holders from time to time of the Mortgage (as now or hereafter constituted), and the terms "Landlord" and "Tenant" shall include the holder from time to time of the lessor's interest, and the holder from time to time of the lessee's interest, respectively, in the Lease.
8. Any claim by Tenant against Mortgagee under the Lease or this Agreement shall be satisfied solely out of the interest of Mortgagee in the Mortgaged Property and Tenant shall not seek recovery against or out of any other assets of Mortgagee.
9. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement, provided that as between Landlord and Tenant, in the event of a conflict between the terms of this Agreement and the terms of the Lease, the terms of the Lease shall control.
10. This Agreement may be executed in multiple counterparts, all of which shall be deemed to be original documents and with the same effect as if the parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one agreement.

This Agreement shall be governed by, and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as a sealed instrument as of the day and year first above written.

TENANT:

WESTERN UNION INTERNATIONAL, INC.

By: 
Steven D. Blumenfeld

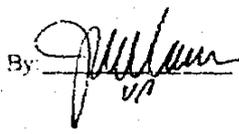
MORTGAGEE:

THE TRAVELERS INSURANCE COMPANY

By: 

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated March 14, 1983, and known as Trust No. 57320

By: 

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The undersigned Beneficiary, hereby consents to the execution and delivery of this Agreement by Landlord on its behalf and agrees to be bound by the terms and provisions of this Agreement

BENEFICIARY:

ONE FINANCIAL PLACE PARTNERSHIP, an Illinois General Partnership

By: 

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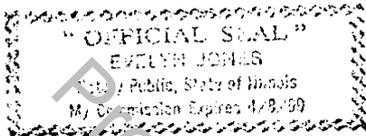
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MORTGAGEE'S ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eliza Pullman, personally known to me to be the Assistant Secretary of THE TRAVELERS INSURANCE COMPANY, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19__



Evelyn Jones
Notary Public
My Commission Expires: 4/8/99

TENANT'S ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Westchester) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Seth D. Blumenfeld, personally known to me to be the President of Western Union International, Inc., appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of June, 1996.

DENISE STICCA
Notary Public, State of New York
Qualified in Putnam County
Commission Expires Dec. 4, 1997

Denise Sticca
Notary Public
My Commission Expires: 12/4/97

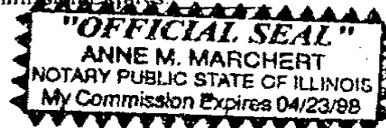
TRUSTEE'S ACKNOWLEDGMENT

STATE OF Ill)
COUNTY OF Cook) ss

I, MICHAEL WILKINSON, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that J. MICHAEL WILKINSON, personally known to me to be the VICE PRESIDENT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said Company, not personally, but as Trustee under Trust Agreement dated March 14, 1983, and known as Trust No. 57320 for the uses and purposes therein set forth.

Given under my hand and notarial seal this SEP 12 1996 day of _____, 19__

Anne M Marchert
Notary Public
My Commission Expires _____



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