

# UNOFFICIAL COPY

snda.doc/g/leases

96926273

## SUBORDINATION, NON-DISTURBANCE AND ATTORMENT AGREEMENT

This Agreement is made and entered into this 16<sup>th</sup> day of October, 1996, by and between Bond Drug Company of Illinois, an Illinois corporation (hereinafter referred to as "Tenant"), with a mailing address of 200 Wilmot Road, Deerfield, Illinois 60015, attn Law Department, and Analgamated Bank of Chicago, as Trustee of Trust Nos. 2386 and 5711, with a mailing address of c/o National Shopping Plazas, Inc., 333 W. Wacker Drive, (hereinafter referred to as "Landlord"), and Albany Bank and Trust Company, N.A., Landlord's Mortgagee (hereinafter referred to as "Mortgagee"), with a mailing address of 3400 West Lawrence Avenue, Chicago, IL 60625.

Suite 2750,  
Chicago, IL 60606

DEPT-01 RECORDING \$36.00  
 T#0008 TRAN 9730 12/06/96 13:40:00  
 #1758 # BJ \*-96-926273  
 COOK COUNTY RECORDER

## WITNESSETH:

WHEREAS, Tenant has entered into a lease dated October 9, 1996, with Landlord, whereby Landlord has demised to Tenant the premises described in said lease, which are hereinafter referred to as the "Leased Premises," located on certain real estate legally described in Exhibit "A" attached hereto and made a part hereof and upon which there presently exists a shopping center (the "Shopping Center"); 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 and an Assignment of Rents and Leases dated October 4, 1996, and recorded on October 9, 1996, as Document No. 96771814, together with related security documents (collectively the "Mortgage") encumbering the Shopping Center, to secure an indebtedness due by Landlord to Mortgagee; and

DEPT-10 PENALTY \$32.00

WHEREAS, Mortgagee and Tenant, in connection with the Lease and the Mortgage, have each requested the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall continue to 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 thereby and interest accrued and from time to time unpaid thereon, subject to the terms of this Agreement. In the event of a conflict between the provisions of

(This instrument prepared by D. L. Grobart, 200 Wilmot Rd., Deerfield, IL 60015)

EXEMPT DOCUMENT TO:  
 D. L. Grobart - Law Dept.  
 200 Wilmot Road  
 Deerfield, IL 60015

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the Lease and the provisions of the Mortgage, the provisions of the Lease shall prevail.

2. In no event and under no circumstance shall Tenant be disturbed by Mortgagee or any other party or person claiming by, through or under Mortgagee, in Tenant's possession, enjoyment, use and occupancy of the Leased Premises during the Term of the Lease, and in the event that Mortgagee shall succeed to the interest of Landlord under the Lease and/or shall obtain possession of the Leased Premises, Mortgagee agrees to be bound by the Lease and all of the terms and conditions thereof as if the same had been entered into directly between Tenant and Mortgagee.

3. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join Tenant in any foreclosure proceedings (except to the extent necessary to accomplish the foreclosure and then not to disturb Tenant's possession or interfere with any of Tenant's rights under the Lease, and at no cost, expense or attorneys fees to be incurred by Tenant).

4. In the event that the Mortgagee or its designee or any other party or person claiming by, through or under Mortgagee, shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease and/or shall obtain possession of the Leased Premises, the Mortgagee agrees to be bound (or to cause its designee or any other party or person claiming by, through or under Mortgagee, to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and Tenant agrees, from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of the Leased Premises (or a deed in lieu thereof), and all rights and obligations under the Lease shall continue as though the interest of Landlord has not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee, its designee, purchaser or any other party or person claiming by, through or under Mortgagee, for the breach of the Lease that Tenant might have under the Lease against the Landlord.

Walgreen Co.  
200 Wilmot Road, Dept 2252  
Deerfield, IL 60015  
Attn: Mary Butler



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5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Mortgagee shall promptly notify Tenant upon the release and/or satisfaction of its Mortgage.

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

## TENANT:

BOND DRUG COMPANY OF ILLINOIS

By: *Michael J. Paul*  
Vice President

## LANDLORD:

AMALGAMATED BANK OF CHICAGO, as Trustee under Trust Agreements dated January 19, 1973 and July 12, 1996 and known as, respectively, Trust nos. 2386 and 5711, and not personally

By: \_\_\_\_\_  
Title: Its \_\_\_\_\_

EXONERATION PROVISION RESTRICTING  
AND LIABILITY OF AMALGAMATED BANK OF  
CHICAGO ATTACHED HERETO IS HEREBY  
EXPRESSLY MADE A PART HEREOF.

## MORTGAGEE:

ALBANY BANK AND TRUST COMPANY, N.A.

By: *Ray C. Amersbach*  
Title: *SVP*

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DATED: October 16, 1996

This instrument is executed by AMALGAMATED BANK OF CHICAGO, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED BANK OF CHICAGO in its individual corporate capacity to pay any indebtedness accruing thereunder, or with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, including but not limited to warranties, indemnifications, and hold harmless representations in said document all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and as so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said, AMALGAMATED BANK OF CHICAGO as Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

It is expressly understood and agreed by every person, firm or corporation claiming any interest in this document that AMALGAMATED BANK OF CHICAGO shall have no liability, contingent or otherwise arising out of, or in any way related to (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Trustee, which are based upon or in any way related to such hazardous materials including without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

AMALGAMATED BANK OF CHICAGO, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST NO. 2386 and 5711

BY: [Signature]  
VICE PRESIDENT

ATTEST: [Signature]  
VICE PRESIDENT/TRUST OFFICER

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STATE OF ILLINOIS)

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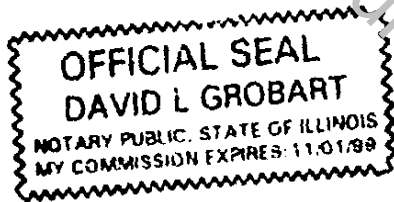
COUNTY OF LAKE )

I, David L. Grobart, a Notary Public, do hereby certify that William A. Shiel, personally known to me to be the Vice President of BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, 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 severally acknowledged that he signed and delivered the said instrument as Vice President of said corporation, as his 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 22nd day of October, 1996.

My commission expires:

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



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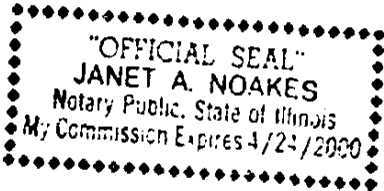
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STATE OF ILLINOIS)  
COUNTY OF COOK)

I, JANET A. NOAKES, a Notary Public in and for said County,  
in the State aforesaid, DO HEREBY CERTIFY THAT  
Anton R. Hammock, Vice President of AMALGAMATED BANK  
OF CHICAGO, and Joan M. DiCosola, Trust Officer of said  
Company, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such Vice President and Trust  
Officer, 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 the free and voluntary act of  
said Company, for the uses and purposes therein set forth

Subscribed and sworn before me this 28th day of October, 1996.



Janet A. Noakes  
NOTARY PUBLIC

My Commission expires: 4/24/2000

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STATE OF Illinois )  
 )  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 30th day of October, 1996 by Gary A. Worcester, as Sr. Vice Pres. of Albany Bank and Trust Company, N.A., a national banking association, on behalf of the association.

Grace E. Stanton  
Notary Public

My Commission Expires: \_\_\_\_\_



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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOTS 1 AND 2 AND THE EAST ½ OF VACATED STREET WEST OF AND ADJOINING SAID LOTS 1 AND 2 IN SUBDIVISION OF OUTLOT 4 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST ½ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EAST ½ OF VACATED STREET WEST OF AND ADJOINING LOT 3 AND NORTH OF SOUTH LINE OF LOT 7 PRODUCED EAST IN BLOCK 4 AFORESAID IN COOK COUNTY, ILLINOIS.

Property address: 3096 N. Clark Street  
Chicago, IL

PIN: 14-29-214-001

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