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96237785

This instrument was prepared by, and, after recording, return to:

Roger T. Stelle
MELTZER, PURTILL &
STELLE
1515 East Woodfield Rd.
Suite 250
Schaumburg, IL
60173-5431

DEPT-01 RECORDING

7:00:12 TRAN 9859 03/28/96 12:59:00
49643 : ER *-96-237785
COOK COUNTY RECORDER

9156-D2 7542535

Permanent Real Estate
Tax Index No:
06-09-200-005
06-09-200-010

Address:
1800 McDonough Road
Hoffman Estates, Illinois 60195

4500
1/18

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Re: The Poplar Creek Surgical Center

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into this 26th day of March, 1996, by and between ST. JOSEPH'S HOSPITAL, a division of the Franciscan Sisters Health Care Corporation (the "Tenant"), HOFFMAN ESTATES DEVELOPMENT VENTURE, LIMITED PARTNERSHIP, an Illinois limited partnership (the "Landlord"), and OLD KENT BANK, an Illinois state bank (the "Mortgagee").

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RECITALS

Tenant entered into that certain Lease (as hereinafter defined), the material terms of which are attached as Exhibit "B" hereto, whereby Tenant leases the premises described in said Lease from the Landlord, which premises are hereinafter referred to as the "Leased Premises" and are situated upon certain real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendments, assignments or modifications thereof, whether now or hereafter existing, shall be hereinafter referred to as the "Lease"; and

BOX 333-CTH

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There has been executed and delivered by Landlord to Mortgagee, a Mortgage (Commercial) relating to the real estate (the "Mortgage") encumbering the real estate; and

Mortgagee, as a condition to making the loan secured by the Mortgage, has requested the execution of this Agreement, and Landlord and Tenant are willing to execute this Agreement, in accordance with the terms and conditions of the Lease, to induce Mortgagee to make the loan;

ACCORDINGLY, in consideration of the mutual covenants and agreements herein contained and in consideration of Ten and No/100 (\$10.00) Dollars, by each of the parties hereto paid to the other, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. Tenant acknowledges and agrees that (i) the Lease is in full force and effect and there is no existing default thereunder, and (ii) no rents have been prepaid except as provided for in the Lease and Tenant does not now have or hold any claim against the Landlord which might be set off or credited against future accruing rents.

2. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the Real Estate, and to all renewals, modifications, consolidations, replacements, and extensions thereof, 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, to the full extent of the principal sum secured thereby and interest accrued and from time to time unpaid thereon.

3. Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or any other loan documentation given to the Mortgagee in support of and secured by the Mortgage, all checks for all or any part of 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 directs otherwise.

4. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant as a party defendant in any foreclosure proceeding so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease, or any of its obligations to the Mortgagee separate and apart from the Lease.

5. In the event that the Mortgagee or its designee shall succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of any portion or all of the Real Estate of which the Leased Premises constitutes a part, all rights and obligations under the Lease to continue as though the interest of Landlord has not terminated or such foreclosure proceeding had not been brought, and the Tenant shall have the same remedies against the Mortgagee, designee or

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purchaser for the breach of any agreement contained in the Lease that the Tenant might have under said documents against the Landlord; provided, however, that the Mortgagee, designee or purchaser shall not be:

- (a) liable for any act or omission of any prior landlord (including the Landlord);
- (b) subject to any offsets or defenses which the Tenant might have against any prior Landlord (including the Landlord);
- (c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
- (d) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

6. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

7. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

8. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Mortgagee to Tenant shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Tenant at:

or to such other address as Tenant may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by Tenant to Mortgagee shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Mortgagee at:

OLD KENT BANK
100 South York Street
Elmhurst, Illinois 60126
Attention: Craig W. Tower, Vice President

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or to such other address as Mortgagee may from time to time designate by written notice to Tenant given as herein required. Notice, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when personally delivered or two (2) days after the time such notice, demand or requests shall be deposited in the mails.

9. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns: provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations and liabilities of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned; and provided further, that the interest of Tenant under this Agreement may not be transferred or assigned, by operation of law or otherwise, without Mortgagee's, or its successors' or assigns' prior written consent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]

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The parties hereto have executed this Agreement the day and year first above written.

TENANT:

ST. JOSEPH HOSPITAL, a division of the
Franciscan Sisters Health Care Corporation

By: [Signature]
Its: COO/Vice President, Finance

ATTEST:

By: [Signature]
Its: Property Mgmt Director

LANDLORD:

HOFFMAN ESTATES DEVELOPMENT
VENTURE, LIMITED PARTNERSHIP,
an Illinois limited partnership

By: HOFFMAN ESTATES DEVELOPMENT
VENTURE, INC., an Illinois corporation,
its general partner

By: [Signature]
Its: PRESIDENT

ATTEST:

By: [Signature]
Its: [Signature]

MORTGAGEE:

OLD KENT BANK, an Illinois state bank

By: [Signature]
Its: Vice President

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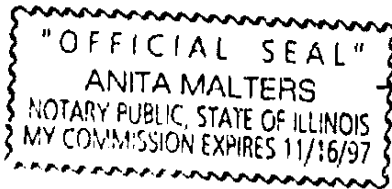
CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, ANITA MALTERS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Vincent Payor, the CFO/VP of ST. JOSEPH HOSPITAL, a division of Franciscan Sisters Health Care Corporation ("Tenant"), and _____ the _____ of said Tenant, as the "Tenant" set forth in the foregoing instrument, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Tenant, for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 26 day of MARCH, 1996.

[SEAL]



Anita Malter
NOTARY PUBLIC

My commission expires: 11-16-97

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EXHIBIT "A"

Legal Description

THAT PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 50 DEGREES 00 MINUTES 28 SECONDS WEST, ALONG THE EASTERLY LINE OF LANDS CONVEYED BY DOCUMENT NUMBER 15722947, A DISTANCE OF 77.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 30 MINUTES 04 SECONDS EAST, ALONG A LINE PARALLEL WITH, AND 50 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO, THE NORTH LINE OF SAID NORTHEAST 1/4, PART OF SAID PARALLEL LINE LYING WITHIN SAID NORTHEAST 1/4 BEING THE SOUTHERLY RIGHT OF WAY LINE OF SHOE FACTORY ROAD AS FOUND IN DOCUMENT NUMBER 16052039, A DISTANCE OF 199.99 FEET TO THE WESTERLY LINE OF THE ESTATES OF DEER CROSSING, UNIT ONE, RECORDED FEBRUARY 24, 1993 AS DOCUMENT NUMBER 93-143139; THENCE SOUTH 00 DEGREES 29 MINUTES 56 SECONDS WEST, ALONG SAID WESTERLY LINE A DISTANCE OF 501.00 FEET; THENCE SOUTH 62 DEGREES 50 MINUTES 18 SECONDS WEST, A DISTANCE OF 163.71 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 04 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 125.50 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 04 SECONDS WEST, A DISTANCE OF 202.46 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 218.75 FEET TO SAID EASTERLY LINE DESCRIBED IN DOCUMENT NUMBER 15722947; THENCE NORTH 50 DEGREES 00 MINUTES 28 SECONDS EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 312.25 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

The Lease

[MATERIAL TERMS OF LEASE ARE ATTACHED HERETO]

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ADDENDUM
TO
EXHIBIT "B"

Material Terms of Lease

Date of Lease (and any amendments, if applicable):

Term (number of years):

Options to Extend Beyond Initial Term
(number of options and number of years for each)
(indicate "None" if not applicable):

Current Monthly Rent:

Options to Purchase (indicate "None" if not applicable):

Amount of Security Deposit (indicate "None" if not applicable):

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LESSEE ESTOPPEL CERTIFICATE

Re: The Poplar Creek Surgical Center

March 26 1996

OLD KENT BANK
100 South York Street
Elmhurst, Illinois 60126
Attention: Craig W. Tower, Vice President

Re: Lease Dated: August 1, 1973
Lessee: St. Joseph Hospital, a division of the Franciscan Sisters
Health Care Corporation Suites 201-6
Premises: 1800 McDonough Road
Hoffman Estates, Illinois 60195

Ladies and Gentlemen:

The undersigned, as the Lessee under the above described lease (the "Lease"), for the above described Premises with HOFFMAN ESTATES DEVELOPMENT VENTURE, LIMITED PARTNERSHIP, an Illinois limited partnership, (the "Lessor"), hereby confirms as of the date hereof the following:

1. Lessee is in full and complete possession of the Premises, such possession having been delivered by the Lessor and having been accepted by the Lessee;
2. The Lease is in full force and effect; there is no existing default under the Lease on the part of the Lessor; the Lease has not been amended, modified, supplemented, or superseded; and there are no rental concessions, except as follows (if none, write "none"): None

3. No rents have been prepaid except the current month's rent, if any, as provided by the Lease. Lessee does not now have or hold any claim against Lessor which might be set off or credited against future accruing rents;
4. Lessee has received no notice of a prior sale, transfer, assignment, hypothecation, or pledge of the estate of Lessee or of the rents secured therein, except to Old Kent Bank;
5. The Lease contains, and the undersigned has, no outstanding options or rights of first refusal to purchase the Premises or any part thereof or the real property of which the Premises are a part, except as follows: None.

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6. No actions, whether voluntary or otherwise, are pending against the undersigned under the bankruptcy laws of the United States or any state thereof;
7. Lessee will give Old Kent Bank copies of all notices required or given by Lessee to Lessor under the Lease or as may be required under that certain Subordination, Non-Disturbance and Attornment Agreement made between Lessee, Lessor and Old Kent Bank.
8. Rents provided for in the Lease commence to accrue on the 6/20/94; the term of the Lease commences on 6/20/94; and shall terminate on 6/20/99; the Lease provides 0 option(s), which if exercised commence 7/1, terminating on 6/1, and commence 7/1, terminating 7/1 to renew the Lease; and rents are as follows:

Bare Rent (monthly) \$ 5893.33

Percentage of Insurance, Real Estate Taxes and Common Area Maintenance and other amounts Payable by Lessee under the Lease 8 %

Other: 0 \$ _____
\$ _____
\$ _____

9. Lessor is currently holding \$ 0 as a security deposit under the terms of the Lease.
10. Old Kent Bank shall rely on the representations made herein as inducement for making the Loan to Lessor.

LESSEE:

ST. JOSEPH HOSPITAL, a division of the Franciscan Sisters Health Care Corporation

By: [Signature]
Its: CEO/Vice President Finance

ATTEST:

By: [Signature]
Its: Property Mgmt Director

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