

**UNOFFICIAL COPY**

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*as trustee of Trust No. 30052 w/td 9-16-93, and*

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

4187977 9 of 11 Howard

THIS AGREEMENT made this 1st day of June, 1997, among COLUMN FINANCIAL, INC., a Delaware corporation, its successors and assigns (hereinafter referred to as "Lender"), Northwestern Medical Faculty Foundation, Inc., an Illinois Corporation (hereinafter referred to as "Tenant"), and Dearborn Station Associates II, as beneficiary of the Cosmopolitan Bank & Trust, Inc., trust #30052, *collectively* (hereinafter referred to as "Landlord").

**STATEMENT OF BACKGROUND:**

Landlord and Tenant have entered into a certain lease (hereinafter referred to as the "Lease") dated April 8, 1994, amended November 18, 1994, relating to the premises (hereinafter referred to as the "Premises") which described in, or are a part of, the property described in Exhibit "A" attached hereto and by this reference made a part hereof. Lender has made or has committed to make a loan to Landlord, or to Landlord's successor in interest, in the approximate principal amount of \$6,400,000, secured by a mortgage or security deed (hereinafter referred to as the "Mortgage") and an assignment of leases and rents from Landlord to Lender covering certain property described therein (the "Property") including the Premises. Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease.

33<sup>50</sup>  
30<sup>00</sup>

**STATEMENT OF AGREEMENT:**

DEPT-10 RECORDING \$33.50  
T#0001 TRAN 0089 07/28/97 15:01:00  
#0945 # RH #-97-543283  
COOK COUNTY RECORDER

For and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

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1. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options (including options to acquire or lease all or any part of the Premises), liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the Mortgage and to any renewals, modifications, consolidations, replacements, and extensions thereof and to all advancements made thereunder.

2. Lender does hereby agree with Tenant that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease, (a) the Lease shall continue in full force and effect as a direct Lease between the succeeding owner of the Property and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and Lender will not disturb the possession of Tenant, and (b) the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, that Lender shall not be subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord) nor shall Lender be liable for any act or omission of any prior landlord (including Landlord), nor shall Lender be bound by any rent or additional rent which Tenant might have paid for more than the current month or any security deposit or other prepaid charge paid to any prior landlord (including Landlord) nor shall it be bound by any amendment or modification of the Lease made without its written consent. Nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable Law in order for Lender to avail itself of and complete the foreclosure or other remedy.

3. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions

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COOK COUNTY RECORDER  
DEPT-10 PENALTY \$30.00

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of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender an appropriate agreement of attornment to Lender and any subsequent titleholder of the Premises.

4. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for said loan, and Tenant hereby expressly consents to such assignment. Tenant agrees to notify Lender of any default(s) by Landlord under the Lease; Lender shall have the same right to cure such default(s) as is provided to Landlord under the Lease.

5. Lender shall have no obligation or incur any liability with respect to the construction or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy. Lender shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, including, any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession. In the event that Lender shall acquire title to the Premises (or the Property), Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Premises, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Premises for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease or under any now lease of the Premises.

6. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

7. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

8. Lender shall not, either by virtue of the Mortgage, the Assignment of Leases or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the interest of Landlord in the Premises, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liability or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement.

9. Any and all notices, elections, approvals, consents, demands, requests and responses thereto ("Communications") permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been properly given and shall be effective upon the earlier of receipt thereof or deposit thereof in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth hereinbelow or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective with respect to Communications sent prior to the time of receipt thereof. Any notice, if given to Lender, must be addressed as follows, subject to change as provided hereinabove:



Column Financial, Inc.  
3414 Peachtree Road, N.E.  
Suite 1140  
Atlanta, Georgia 30328-1113

and, if given to Tenant, must be addressed as follows, subject to change as provided hereinabove:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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and, if given to Landlord, must be addressed as follows, subject to change as provided hereinabove:

Dearborn Station Associates II, C/O the Dearborn Station, 47 W. Folk Street,  
Chicago, Illinois 60605

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease. The term "Lender" refers to Lender and to any successor-in-interest of Lender under the Mortgage.

*Add Land Trust Exculpatory Clause*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

**LENDER:**

Signed, sealed and delivered in the presence of:

Katie Meyer  
Unofficial Witness Kate Meyer  
Frank P. Jaffey  
Unofficial Witness Frank Jaffey

**COLUMN FINANCIAL, INC.**  
a Delaware corporation

By: [Signature]  
Name: Timothy Meyer  
Title: Vice President

(CORPORATE SEAL)

**TENANT:**

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness [Signature]  
[Signature]  
Unofficial Witness

Northwestern Medical Faculty Foundation, Inc.

Northwestern Medical Faculty Foundation, Inc.  
an Illinois Corporation

By: [Signature]  
Name: Gordon Williams  
Title: Chief Operating Officer

(CORPORATE SEAL)

**LANDLORD:**

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness [Signature]  
[Signature]  
Unofficial Witness

Dearborn Station Associates II

Dearborn Station Associates II, Part.  
an Illinois General Partnership

By: [Signature]  
Name: Nicholas Novella  
Title: Gen. Partner

(CORPORATE SEAL)

Cosmopolitan Bank & Trust, as Trustee and not personally u/t dated 9/16/93. For signatures, notary and exculpatory provisions, see rider attached hereto which is expressly incorporated herein and made a part hereof.

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*Add signature block for Land Trust*

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This instrument is executed by the COSMOPOLITAN BANK AND TRUST, not personally, but solely as Trustee, in exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the COSMOPOLITAN BANK AND TRUST are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the COSMOPOLITAN BANK AND TRUST by reason of any of the terms, provisions, stipulations, covenants, conditions, and/or statements contained in this instrument.

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IN WITNESS WHEREOF, the COSMOPOLITAN BANK AND TRUST, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officer and Land Trust Administrator this 1st day of June, 19 97.

COSMOPOLITAN BANK AND TRUST,  
AS TRUSTEE AS AFORESAID AND NOT PERSONALLY.

ATTEST:

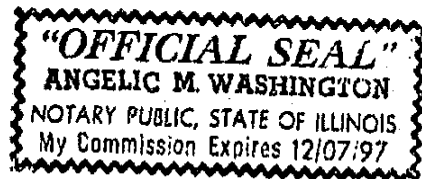
BY: Spring Alexander  
Land Trust Administrator

BY: Paul E. Wald  
Vice President & Trust Officer

Subscribed and Sworn to before me

this 7th day of June, 19 97.

Angelic Washington  
Notary Public



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STATE OF Illinois

SS:

COUNTY OF Cook

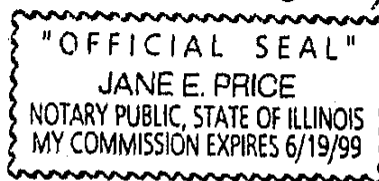
BEFORE ME, a Notary Public in and for said County and State, personally appeared Timothy Meyer, Vice President of Column Financial, a Delaware corporation, LENDER in the foregoing, and (s)he acknowledged that (s)he did sign said Agreement for and on behalf of said corporation, as the voluntary act and deed of said corporation for all the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this 21st day of July, 1997

Jane E Price

Notary Public

Commission Expiration Date: 6/19/99



STATE OF Illinois

SS:

COUNTY OF Cook

BEFORE ME, a Notary Public in and for said County and State, personally appeared Gordon Williams, Chief Operating Officer of Northwestern Medical Faculty Foundation, Inc. ("NMFF") Illinois Corporation, TENANT in the foregoing, and (s)he acknowledged that (s)he did sign said Agreement for and on behalf of said NMFF, as the voluntary act and deed of said NMFF, for all the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this 18 day of June, 1997.

Mary C Germano

Notary Public

Commission Expiration Date:



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STATE OF Illinois

SS:

COUNTY OF Cook

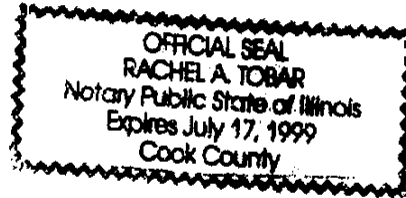
BEFORE ME, a Notary Public in and for said County and State, personally appeared Nicholas Novelle Gen. Partner, of Dearborn Station Ass. II, a(n) Illinois Partnership, LANDLORD in the foregoing, and (s)he acknowledged that (s)he did sign said Agreement for and on behalf of said Partnership, as the voluntary act and deed of said Partnership, for all the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this 15<sup>th</sup> day of June, 1997

*Rachel A. Tobar*

Notary Public

Commission Expiration Date:



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## ANNEX ONE

### Legal Description

That part of Block 2 lying North of a straight line drawn perpendicular to the East line of said Block 2 at a point which is 302.88 feet (measured along said East line) South of the Northeast corner thereof, in Dearborn Park Unit Number 1, being a resubdivision of sundry lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39, North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 47 West Polk Street, Chicago, Illinois 60605

Permanent Tax Identification Number: 17 16 420 003

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ANNEX ONE, Legal Description - Solo Page

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