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COOK COUNTY RECORDER

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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

The Lender, WESTERN GROUP, L.L.C. ("Lender"), an Illinois limited liability company whose address is 500 West Madison Street, Suite 2520, Chicago, Illinois 60661-2590, and the Tenant, MURRAY'S DISCOUNT AUTO STORES, INC. ("Tenant"), a Michigan corporation whose address is c/o Scott R. Isdner, CEO, 8080 Haggerty Road, Belleville, Michigan 48111, enter into this agreement on ~~September 22~~ ^{NOVEMBER} 22, 1996.

The Lender holds a mortgage dated May 31, 1996 ("Mortgage"), on the property described in the attached Exhibit A. This security document is recorded with the Cook County Recorder of Deeds. The security document encumbers the real property described in Exhibit A.

~~NOVEMBER~~ The Tenant has entered into a lease ("Lease") dated September 22, 1996, with the landlord, 63RD AND WESTERN PARTNERSHIP ("Landlord"), an Illinois partnership. The premises demised in the Lease is located in Chicago, Cook County, Illinois and part of such property, as described in Exhibit A, is encumbered by the Mortgage.

The Lender and Tenant enter into this agreement to establish certain rights, safeguards, and obligations with respect to their interests and to provide for the contingencies described in this

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agreement. Therefore, in consideration of the terms of this agreement, the parties agree as follows:

1. The Lease; any extensions, renewals, replacements, or modifications of the Lease; and all the Tenant's rights and interests in the leased premises, including the Tenant's option to extend under paragraph 17 of the Lease and the Tenant's option to purchase the leased premises under that certain Option to Purchase agreement dated ~~September 20~~^{November 20}, 1996 ("Option") are subordinate to the lien of the security documents; any renewals, modifications, replacements, consolidations, and extensions of the security documents; and future advances under the security documents, as if the security documents had been signed, acknowledged, and recorded and the debt secured by the security documents had been fully disbursed before the execution of the Lease or the possession of the leased premises by the Tenant or its predecessors in interest. However, the Lender may treat the Lease as prior to the security documents as provided in this agreement.
2. The Lender will take no action to enforce its rights under the Mortgage or the security documents that might disturb or affect the Lease or the Tenant's rights, or Tenant's Mortgage's rights, under the Lease as well as Tenant's rights under the Option unless Tenant is in default, after any right of notice or passage of any applicable cure period as defined in the Lease, under the Lease. During any period in which the Tenant is in default under the Lease, both the Landlord and Lender may take lawful action to enforce the terms of the Lease.
3. No action taken by the Lender to enforce its rights under the mortgage or the security documents (including the appointment of a receiver, the taking of possession by the Lender as the mortgagee under the mortgage, the foreclosure of the mortgage, or the transfer of title instead of foreclosure or demand for rent under any assignment of rent or leases) shall permit the Tenant to terminate the Lease; shall invalidate the Lease; or shall constitute a breach by the Landlord of the Lease.
4. The Tenant shall attorn to the Lender and its successors and assigns, to a receiver for the leased premises who is appointed by a court of competent jurisdiction, or to a purchaser at any sheriff's or foreclosure sale of the leased premises or its successors and assigns whenever such a party

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- a. is in possession of the leased premises;
- b. is exercising the right to collect rent under the mortgage or any assignment of rent and leases granted under the mortgage or the security documents;
- c. has commenced foreclosure of the mortgage as permitted by Illinois laws;
- d. has caused a court of competent jurisdiction to appoint a receiver for the leased premises; or
- e. has acquired or succeeded to the Landlord's interest in the leased premises by deed instead of foreclosure or by any other method.

In such an event, the Tenant shall be bound to the Lender or to a party described above under the lease for the rest of the term of the Lease and any extensions or renewals of the Lease that might be exercised under the Lease, as if the Lender or the party were the Landlord under the Lease. The attornment shall be effective without the execution of any further document on the part of any of the parties to this agreement if an event described above occurs. However, on request, the Tenant will sign and give to the Lender or the party any documents that are reasonably necessary or desirable for the attornment. The Tenant shall be under no obligation to pay rent to the Lender or another party until the Tenant receives written notice that the Lender or the party is exercising its rights under an assignment of rent and leases under the security documents or that the party has succeeded to the interest of the Landlord under the Lease.

5. This agreement binds and benefits the parties and their successors and assigns. The Lender may assign its note and security documents. The Lender may assign its rights and obligations under this agreement to an assignee, a purchaser at a foreclosure sale of the Landlord's interest in the leased premises, or a purchaser of the leased premises from the Lender.
6. All notices required or permitted by this agreement shall be sent to the parties at the following addresses:

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- a. Lender: WESTERN GROUP L.L.C.
c/o I. Steven Edelson
500 West Madison Street
Suite 2520
Chicago, Illinois 60661-2590
- b. Tenant: MURRAY'S DISCOUNT AUTO STORES, INC.
c/o Scott R. Isdamer, CEO
8080 Haggerty Road
Belleville, Michigan 48111
- c. Landlord: 63rd AND WESTERN PARTNERSHIP
c/o I. Steven Edelson
500 West Madison Street
Suite 2520
Chicago, Illinois 60661-2590

The parties may change their addresses by written notice to the other parties. All notices shall be (a) personally delivered to the addresses stated above, in which case they shall be considered given on the date of delivery; (b) sent by registered or certified mail, return receipt requested, in which case they shall be considered given on the date received or refused as shown on the returned receipt; or (c) sent by a nationally recognized overnight courier, in which case they shall be considered given on delivery.

7. As long as the Lender has a recorded mortgage on the leased premises, as a condition for the Tenant to declare the Lease in default, Tenant must provide a written notice of the violation to the Lender. The notice shall describe the default. In addition to any cure rights afforded the Landlord in the lease, the Lender shall have an additional 30 days to cure any default. However, (a) any sums expended by the Lender to cure the default shall be added to the mortgage balance and draw interest as provided in the mortgage; (b) the Tenant shall give the Lender 30-day extensions as long as the Lender is attempting to cure the default; and (c) after the cure period expires, if the default has not been cured, the Tenant may proceed with the remedies for default under the Lease.
8. The Tenant will not materially modify the Lease, either directly or indirectly, without written consent from the Lender.

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOTS 17, 18, 19, 20 AND 21 IN BLOCK 16 IN SOUTH LYNNE, BEING VAIL'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 6333 SOUTH WESTERN AVENUE
CHICAGO, ILLINOIS 60636

P.I.N. 20-19-100-036
20-19-100-037
20-19-100-038

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