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SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT

Wade Perry

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05/29/97

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COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

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97377663

This instrument prepared by and after recording return to:

Richard L. Wood *UCALS JFS 24074*
Brown, Todd & Heyburn PLLC
3200 Providian Center
Louisville, Kentucky 40202

Address:
707 Skokie Boulevard
Northbrook, Illinois
P.I. No. 04-02-424-034



NY
\$ 35.00

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UNOFFICIAL COPY**EXHIBIT G****SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT**

THIS AGREEMENT, made this 24th day of April, 1997, by and between Carleme Farms with principal offices at 707 Skokie Boulevard, Suite 400, Northbrook, Illinois 60062 ("Tenant") and Providian Life and Health Insurance Company with a mailing address c/o Providian Capital Management Real Estate Services, Inc. Asset Management Department, 400 West Market Street, Louisville, Kentucky 40202 (collectively referred to as "Lender").

WITNESSETH:

WHEREAS, by Lease dated August 7, 1995 as amended (hereinafter referred to as the "Lease"), Combined Centre RFFIII Associated Limited Liability Company ("Landlord") leased and rented to Tenant certain premises located in 707 Skokie Boulevard, Suite 400, Northbrook, Illinois 60062 (the "Property") a more particular description of which Property appears in Exhibit A, attached hereto and by this reference made a part hereof; and

WHEREAS, the Property is or is to be encumbered by a mortgage, deed of trust, deed to secure debt or other similar security agreement (the "Mortgage") in favor of or to be assigned to Lender; and

WHEREAS, Lender does not wish to make the loan secured by the Mortgage or to consent to Tenant's Lease, unless Tenant subordinates the Lease and Tenant's rights thereunder to the lien and provisions of the Mortgage; and

WHEREAS, Tenant and Lender desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interests by means of the following *Subordination, Non-Disturbance and Attorneyment Agreement*.

1. The Lease and rights of Tenant thereunder are and shall be subject and subordinate to the lien of the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder, to the full extent of the principal sum and interest thereon from time to time secured thereby, and to any renewal, substitution, extension, modification or replacement thereof, including any increase in the indebtedness secured thereby or any supplements thereto. In the event that Lender or any other person acquires title to the Property pursuant to the exercise of any remedy provided for in the Mortgage or by reason of the acceptance of a deed in lieu of foreclosure (the Lender, any other such person and their participants, successors and assigns being referred to herein as the "Purchaser"), Tenant covenants and agrees to attorn to and recognize and to be bound to Purchaser as its new Landlord, and subject to the proviso in Paragraph 2 of this Agreement, the Lease shall continue in full force and effect as a direct Lease between Tenant and Purchaser, except that, notwithstanding anything to the contrary herein or in the Lease, the provisions of the Mortgage will govern with respect to the disposition of proceeds of insurance policies or condemnation or eminent domain awards.

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2. So long as the Lease is in full force and effect and Tenant is not in default under any provision of the Lease or this Agreement, and no event has occurred which has continued to exist for a period of time (after notice, if any, required by the Lease) as would entitle Landlord to terminate the Lease or would cause without further action by Landlord, the termination of the Lease or would entitle Landlord to dispossess the Tenant thereunder:

a. the right of possession of Tenant to the leased premises shall not be terminated or disturbed by any steps or proceedings taken by Lender in the exercise of any of its rights under the Mortgage or the indebtedness secured thereby; and

b. the Lease shall not be terminated or affected by said exercise of any remedy provided for in the Mortgage, and Lender hereby covenants that any sale by it of the Property pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder.

3. In no event shall Lender or any other Purchaser be:

a. liable for any act or omission of Landlord or any prior landlord;

b. liable for the return of any security deposit;

c. subject to any offsets or defenses which the Tenant might have against Landlord or any prior landlord;

d. bound by any payment of rent or additional rent which Tenant might have paid to Landlord or any prior landlord for more than the current month; or

e. bound by any amendment or modification of the Lease made without Lender's or such other Purchaser's prior written consent.

4. Tenant agrees to give prompt written notice to Lender of any default by Landlord under the lease which would entitle Tenant to cancel the lease or abate the rent payable thereunder, and agrees that notwithstanding any provision of the Lease, no notice of cancellation thereof given on behalf of Tenant shall be effective unless Lender has received said notice and has failed within 30 days of the date of receipt thereof to cure Landlord's default, or if the default cannot be cured within 30 days, has failed to commence and to diligently pursue the cure of Landlord's default which gave rise to such right of cancellation or abatement. Tenant further agrees to give such notices to any successor of Lender, provided that such successor shall have given written notice to Tenant of its acquisition of Lender's interest in the Mortgage and designated the address to which such notices are to be sent.

5. Tenant acknowledges that Landlord will execute and deliver to Lender an Assignment of Leases and Rents conveying the rentals under the Lease as additional security for the loan secured by the Mortgage, and Tenant hereby expressly consents to such Assignment and has no notice of a prior assignment of the Lease or the rents thereunder.

6. Tenant agrees that it will not, without the prior written consent of Lender, do any of the following, and any such purported action without such consent shall be void as against Lender.

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IN WITNESS WHEREOF, Tenant and Lender have caused this instrument to be executed under seal as of the day and year first above written.

Signed, sealed and delivered as to Tenant in the presence of:

[Signature]
Witness

[Signature]
Witness

(Corporate Seal)

TENANT:

CAROLINE FARMER

By: [Signature]
General Partner

Attest: _____

Signed, sealed and delivered as to Tenant in the presence of:

[Signature]
Witness

[Signature]
Witness

(Corporate Seal)

LENDER:

PROVIDIAN LIFE AND HEALTH INSURANCE COMPANY

By: [Signature]

Attest: [Signature]

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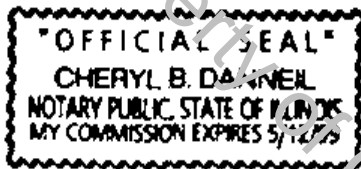
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By Individuals:

State of Illinois
County of Cook

On this the 24th day of April, 1997, before me,
Cheryl B. Danneil, ~~XXXXXX~~ personally appeared
Roy D. Gottlieb, known to me (or satisfactorily proven) to be the person whose name
is _____ subscribed to the within instrument and acknowledged that
he _____ executed the same for the purposes therein contained.

In witness whereof I herunto set my hand and official seal.



(Seal)

~~XXXXXX~~

Cheryl B. Danneil
Notary Public

My Commission expires: 5/12/99

By a Corporation:

State of _____
County of _____

On this the _____ day of _____, 1997, before me,
_____, the undersigned officer, personally appeared
_____, known to me (or satisfactorily proven) to be the person whose name
subscribed to the within instrument and acknowledged that
he _____ executed the same for the purposes therein contained.

In witness whereof I herunto set my hand and official seal.

Title of Officer

97377663

Notary Public

My Commission expires: _____

(Seal)

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Lender:

Commonwealth of Kentucky
County of Jefferson

On this the 14 day of May, 1997, before me, Julie J Woodruff, the undersigned officer, personally appeared his husband, who acknowledged himself to be the Second Vice President of Penderhakenkette, Inc. corporation, and that _____ he, as such Second Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as Second Vice President.

In witness whereof I hereunto set my hand and official seal.

[Signature]

Second Vice President
Title of Officer

[Signature]

Notary Public

My Commission expires: 6/1/97

(Seal)

This instrument was prepared by:

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Exhibit A

Parcel V (707 Skokie Boulevard):

Lot 1 in 707 Consolidated Subdivision, being a resubdivision of part of the Southeast 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded July 3, 1979 as Document Number 25,034,175 in Cook County, Illinois.

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