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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made this _____ day of April, 1998 by and between THE MANUFACTURERS LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, whose address is 500 North Woodward Avenue, Bloomfield Hills, MI 48304, (the "Mortgagee"), the party of the first part, and Woodfield Restaurant Court, L.L.C., an Illinois limited liability company, having its principal office at _____ (the "Tenant"), the party of the second part.

Packaging Equipment
Agreement

WITNESSETH:

WHEREAS, by a certain Lease dated August 20, 1997, NATIONAL PLAZA II, L.L.C., (the "Landlord"); demised and leased to Tenant certain premises commonly known as 1000 Plaza Drive, Schaumburg, in Cook County, Illinois, legally described in Exhibit "A" attached hereto and made a part hereof, upon the terms and conditions, for the rental thereof, as more fully appear in said lease together with all amendments and modifications thereto (the "Lease"); and

WHEREAS, Landlord by its Mortgage and Security Agreement dated MAY 17 1998 1998 and recorded in the Recorder's Office of Cook County, Illinois, on May 21, 1998 as Document Number 98425721, did convey and mortgage unto THE MANUFACTURERS LIFE INSURANCE COMPANY (U.S.A.) all of its rights, title and interest in and to the premises legally described in Exhibit "A" attached hereto and made a part hereof (the "Mortgage") to secure the payment of its Mortgage Note also dated May 19, 1998 in the original principal amount of Eleven Million Dollars (\$11,000,000) payable to THE MANUFACTURERS LIFE INSURANCE COMPANY (U.S.A.), with interest payable as therein provided; and

WHEREAS, Mortgagee, as a condition to making the mortgage loan on said premises has requested the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said premises and in consideration of the sum of One Dollar (\$1.00) by each of the parties hereto paid to the other, receipt whereof is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Subject to the terms and provisions of this agreement, the Lease is and shall be subject to and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extension thereof, to the full extent of the principal sum secured thereby and interest thereon.

2. Mortgagee agrees that so long as Tenant is not in default in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on the Tenant's part to be performed, Tenant's possession of the premises demised to it and its rights and privileges under the Lease, or any renewal thereof, shall not be diminished nor interfered with by Mortgagee.

3. So long as Tenant is not in default (beyond any period given to cure such default) in the performance of any of the terms, covenants or conditions of the Lease on the

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BOX 333-CTI

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Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease, in the event of default under the Mortgage or otherwise.

4. Tenant agrees that any action by the Mortgagee to enforce the Mortgage by reason of default thereunder will not terminate the Lease or invalidate or constitute a breach of any of the terms thereof, and that if the Mortgage be foreclosed, or a voluntary conveyance in lieu of foreclosure shall be delivered, Tenant does hereby agree to attorn to the successors and assigns of the Landlord (successors and assigns being herein defined to include the Mortgagee and/or purchaser at any foreclosure sale of the premises in the event any proceedings are brought for the foreclosure of the Mortgage).

5. In the event that the Mortgagee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease and the Tenant shall from and after such event have the same remedies against the Mortgagee for the breach of any agreement contained in the Lease that the Tenant might have had under the Lease against the Landlord if the Mortgagee had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee shall not be:

- (a) Liable for any act or omission of any prior landlord under the Lease (including the Landlord); or
- (b) Subject to any offsets or defenses which the Tenant might have against any prior landlord under the Lease (including the Landlord); or
- (c) Bound by any amendment or modification of the Lease without its consent; or
- (d) Bound by any prepayment of rent (in excess of one month) or any deposit, rental security or any other sums deposited with any prior landlord under the Lease (including the Landlord), unless said sum is actually received by the Mortgagee.

6. Tenant's attornment by these presents is effective and self-operative without the execution of any other instrument on the part of the parties hereto immediately upon the Mortgagee succeeding to the interest of the Landlord under the Lease.

7. Tenant agrees that it shall not alter, modify, or change the terms of the Lease or cancel or terminate same or accept a surrender without the prior written consent of the Mortgagee.

8. Tenant will give prompt written notice to the Mortgagee of any default on the part of the Landlord of the Landlord's obligations under the Lease if such default is of such nature as to (a) give Tenant a right to terminate or cancel the Lease, (b) reduce the rent or any additional rent or any other sum due thereunder, or (c) credit or offset any amounts against future rents or charges payable thereunder; and in any such event or events, the Mortgagee shall have the right and option to cure any such default within thirty (30) days after receipt of such written notice prior to Tenant exercising any of its said rights under the Lease.

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9. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Agreement may be executed in more than one counterpart. The counterparts, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE MANUFACTURERS LIFE INSURANCE COMPANY
(U.S.A.), a Michigan corporation, Mortgagee

By: *Michael Rankin* STAMP
Michael Rankin Authorized Signing Officer

Woodfield Restaurant Court, L.L.C., an Illinois limited liability company

By: *George Hood*
Vice President

Attest: *Richard Frutkin*
Assistant Secretary

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DEPT-01 RECORDING \$29.00
15:00 DEAN 2510 05/21/98 14140:00
\$24.75 FEE # 98-425725
DEPT-01 RECORDER
DEPT-10 PENALTY \$26.00

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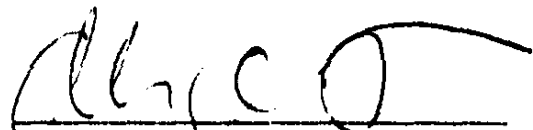
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STATE OF ILLINOIS }
COUNTY OF COOK }

I, Abigail Dean, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George Gooch, Vice President of Woodfield Restaurant Court, L.L.C., an Illinois limited liability company, and _____, Assistant Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Secretary, 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 the said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that he/she, as custodian of the seal of said corporation, did affix the same to said instrument as his/her own free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

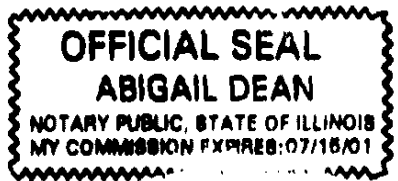
Given under my hand and Notarial Seal this 20th day of April 1998.



Notary Public

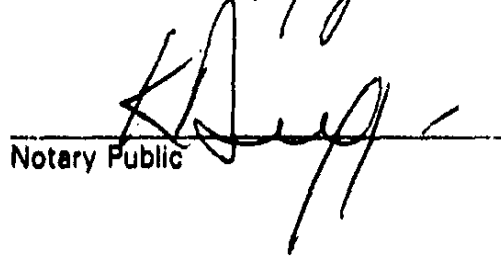
My commission expires 7-15-01.

JUDICIAL DISTRICT OF YORK }
PROVINCE OF ONTARIO }



I, _____, a Notary Public in and for said Judicial District of York, in the Province of Ontario, DO HEREBY CERTIFY that Michael Rankin, Authorized Signing Officer of THE MANUFACTURERS LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signing Officer appeared before me this date in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19 day of May, 1998.



Notary Public

My commission is permanent.

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11/11/2010

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LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT OF SUBDIVISION RECORDED OCTOBER 7, 1974 AS DOCUMENT 22869189, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN DECLARATION OF RIGHTS AND EASEMENTS DATED NOVEMBER 6, 1974 AND RECORDED NOVEMBER 14, 1974 AS DOCUMENT 22908182.

P.I.N.: 07-13-102-001

Street Address: 1000 Plaza Drive, Schaumburg, IL 60173

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Exhibit A

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