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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Hollywood Entertainment Corporation
25600 SW Parkway Center Drive
Wilsonville, OR 97070

DEPT-01 RECORDING \$35.00
T:0009 TRAN 2898 06/16/98 08:40:00
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COOK COUNTY RECORDER

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SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 5th day of MAY, 1998, by and between HOLLYWOOD ENTERTAINMENT CORPORATION, an Oregon corporation ("Tenant"), whose address is 25600 S.W. Parkway Center Drive, Wilsonville, Oregon 97070, ORLAND PARK RETAIL OUTLOT LLC, an Illinois limited liability company ("Borrower or Landlord") whose address is 1010 Jorie Boulevard, Suite 300, Oak Brook, Illinois 60523 and COLUMN FINANCIAL, INC., a Delaware corporation ("Lender"), whose address is 3414 Peachtree Road, N.E., Suite 1140, Atlanta, Georgia 30326-1113.

RECITALS:

A. Lender has agreed to make or has made a mortgage loan ("loan") to Borrower in the amount of Two Million Five Hundred Thousand (\$2,500,000), to be secured by a Deed to Secure Debt (the "Deed of Trust") on the real property (the "Premises") legally described in Exhibit A attached hereto; and

B. Tenant is the present lessee under a lease dated October 4, 1996, of a portion of the Premises (said lease being referred to as the "Lease"); and

C. Lender requires that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Deed of Trust and that Tenant attorn to Lender, and acknowledge that the Lease is in full force and effect; and

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BOX 333-CTI

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D. In return, Lender is agreeable to not disturbing Tenant's possession of the portion of the Premises covered by the Lease (the "Demised Premises"), so long as Tenant is not in default under the Lease.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subordination. So long as Tenant's occupancy is not disturbed as provided in Section 2 below, the rights of Tenant in, to, and under the Lease, and the Demised Premises are hereby subjected and subordinated, and shall remain in all respects and for all purposes subject and subordinate, to the lien of the Deed of Trust, and to any and all renewals, modifications, and extensions thereof, and any and all other instruments held by Lender as security for the loan.

2. Tenant Not to be Disturbed. So long as Tenant is not in default (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants, or conditions of the Lease on Tenant's part to be performed, (a) Tenant's possession of the Demised Premises, or any extension or renewal rights therefor in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Demised Premises shall not be disturbed by Lender during the term of the Lease or any such extensions or renewals thereof, and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant to Attorn to Lender. If Lender shall become the owner of the Demised Premises, or the Demised Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Deed of Trust, or the Demised Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct lease between the then owner of the Demised Premises and Tenant, and Tenant hereby attorns to Lender or any other such owner as its lessor, said attornment to be effective and self-operative without the execution of any further instruments; provided, however, that Lender or such other owner shall not be

(a) liable for any act or omission of any prior lessor (including Borrower as lessor), except to the extent Lender continues such act or omission, provided, however, that nothing herein shall limit Landlord's or Lender's responsibility during the time they hold title to, or have possession of, the Demised Premises for Landlord's maintenance and repair responsibilities or for breach of the covenant of quiet enjoyment under the Lease; or

(b) subject to any offsets or defenses which Tenant might have against any such prior lessor, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Borrower under the Lease; or

(c) bound by any prepayment of rent or additional rent which Tenant might have paid, except as otherwise expressly required by the terms of the Lease; or

(d) bound by any material amendment or modification of the Lease or by any waiver or forbearance on the part of any such prior lessor made or given without the written

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consent of Lender or any subsequent holder of the Deed of Trust, which consent shall not be unduly withheld or delayed; or

(e) bound to return any security deposit unless Lender has actually received that security deposit.

Notwithstanding anything to the contrary in this Agreement or the Lease, if Lender acquires Landlord's interest in the Demised Premises, then Lender's liability for its obligations under the Lease and this Agreement shall be limited to Lender's interest in the Premises and the rents, income and profits therefrom. Tenant shall not look to any other property or assets of Lender or the property or assets of any of the partners, shareholders, directors, officers and principals, direct and indirect, of Lender in seeking either to enforce Lender's obligations under the Lease and this Agreement or to satisfy a judgment for Lender's failure to perform such obligations.

4. Purchase Option. Any option or rights contained in the Lease, or otherwise, to acquire any or all of the Demised Premises are hereby made subject and subordinate to the rights of Lender under the Deed of Trust and any acquisition of any or all of the Demised Premises made by Tenant during the term of the Deed of Trust shall be made subordinate and subject to the Deed of Trust.

5. Lender's Option to Cure Borrower's Default. Tenant agrees that Borrower shall not be in default under the Lease unless written notice specifying such default is given to Lender. Tenant agrees that Lender shall have the right to cure such default on behalf of Borrower within thirty (30) days after the receipt of such notice. Tenant further agrees not to invoke any of its remedies under the Lease until said thirty (30) days have elapsed, or during any period that Lender is proceeding to cure such default with due diligence, or is diligently taking steps to obtain the right to enter the Demised Premises and cure the default. Notwithstanding the foregoing, nothing herein shall preclude Tenant from maintaining or repairing the Demised Premises pursuant to Sections 6.1 (c) and 7.2 of the Lease.

6. Assignment of Lease. Tenant acknowledges that the interest of landlord in the Lease is held by Borrower and that Borrower's interest has been assigned to Lender as security under the Deed of Trust and that Lender assumes no duty, liability, or obligation under the Lease or any extension or renewal of the Lease, either by virtue of said assignment or by any subsequent receipt or collection of rents under the assignment, and that unless the written consent of Lender is first obtained, no cancellation, surrender, or modification may be made of the Lease and no rental shall be paid other than as now provided in the Lease or in such modification of the Lease as may receive the written approval of Lender.

7. Rental Payment. Until such time as Tenant is otherwise notified in writing by Lender, it shall make all rental payments under the Lease to Borrower as provided therein. Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment to Lender in accordance with this Agreement.

8. Successors and Assigns. This Agreement and each and every covenant, agreement, and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, administrators, representatives, successors, and assigns.

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11/15/2011

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9. Effective Date. This Agreement shall become effective upon execution and delivery by and to each party hereto and recordation of the Agreement in the real property records of the county in which the Premises are located.

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

Signed, sealed and delivered
in the presence of:

By: [Signature]
Print Name: Bryan Barnard
Unofficial Witness

LENDER:

COLUMN FINANCIAL, INC.,
a Delaware corporation

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

(CORPORATE SEAL)

[Signature]
Print Name: Ken Beck
Unofficial Witness

Signed, sealed and delivered
in the presence of:

By: [Signature]
Print Name: Lynn Matheson
Unofficial Witness

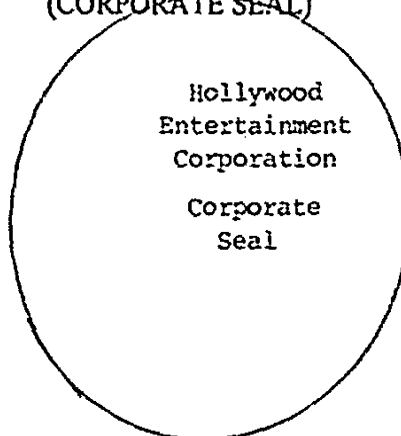
TEENANT:

HOLLYWOOD ENTERTAINMENT
CORPORATION
an Oregon corporation

By: [Signature]
Name: Donald J. Ekmar
Title: Senior Vice President & General Counsel

(CORPORATE SEAL)

[Signature]
Print Name: Tommy Miller
Unofficial Witness



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CLERK
COOK COUNTY

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Signed, sealed and delivered
in the presence of:

BORROWER:

ORLAND PARK RETAIL OUTLOT LLC,
an Illinois limited liability company

By: _____
Print Name:
Unofficial Witness:

By: *[Signature]*
Name: Emanuel Tachon
Title: Manager

(CORPORATE SEAL)

Print Name:
Unofficial Witness:

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CLERK

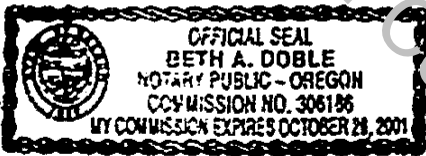
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[Acknowledgment of Tenant]

STATE OF Oregon)
)
COUNTY OF Clackamas) ss.

I, Beth A. Doble, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Donald E. Ekman, Senior Vice President of Hollywood Entertainment Corporation, an Oregon Corporation personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntarily 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 5th day of May, 1998.
Beth A. Doble
Notary Public



My Commission Expires:

10-26-2001

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[Acknowledgment of Lender]

STATE OF Illinois)
)
COUNTY OF Cook) ss.

I, Jane E Price, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Timothy Meyer, Sr. J.P. of Columbiana Financial Inc, a Delaware corporation personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntarily 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 20th day of May, 1998.



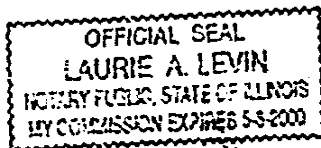
Jane E Price
Notary Public
My Commission Expires:
6/10/99

[Acknowledgment of Borrower]

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

I, Laurie A. Levin, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Emanuel Tortaki, manager of Orland Park Retail Outlet LLC, an Illinois LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntarily act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of May, 1998.



Laurie A. Levin
Notary Public
My Commission Expires:

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7-11-2020

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

LOT 1, EXCEPT THAT PART THEREOF DEDICATED FOR PUBLIC STREET PER DOC. NO. 95071097 IN KNOCHE-REDFEARN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 1982 AS DOCUMENT NUMBER 26367123, IN COOK COUNTY, ILLINOIS.

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