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Cook County Recorder 67, 50

TSA #676
Broadview, IL

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN AGREEMENT

THIS AGREEMENT, made and entered into as of the 9th day of June, 1998, by and between THE SPORTS AUTHORITY, INC., a Delaware corporation ("Tenant"), whose address is 3383 North State Road 7, Fort Lauderdale, FL 33319, and HSAWEXFORD BANGROUP ("Lender"), whose address is 180 North Wacker Drive, Suite 200, Chicago, IL 60606-1604.

A. Lender has agreed to make a mortgage loan (the "loan") to American National Bank and Trust Company of Chicago (the "Borrower") in the amount of \$31,500,000.00 to be secured by a mortgage deed of trust (the "Deed of Trust") on the real property legally described in Exhibit "A" attached hereto (the "Premises"); and ^{KIM-TB, D.C., as successor in interest to} Trustee under Trust No. 114854-06

B. Tenant is the present lessee under a lease dated July 27, 1993, and amended by that certain Addendum dated January 27, 1995 and First Amendment to Lease dated January 8, 1998, by and between Borrower as landlord and Tenant as tenant for the Premises and other property (said lease and all amendments thereto being referred to as the "Lease"); and

C. The loan terms require 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

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. The Lease, and the rights of tenant in, to and under the Lease and the Demised Premises, are hereby subjected and subordinated to the lien of the Deed of Trust.

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 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, and its rights and privileges under the Lease, including but not limited to any extension or renewal rights, shall not be diminished or interfered with by Lender, 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. If Lender joins Tenant in any judicial foreclosure proceeding, Lender shall reimburse Tenant for any and all reasonable legal expenses incurred by Tenant in defending the same.

3. Tenant to Attorn to Lender. If Lender shall become the owner of the Premises or the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Deed of Trust or the 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 owner of the Premises, who shall succeed to the rights and duties of the Landlord, and Tenant. Tenant shall attorn to Lender or any other such owner as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments. Tenant shall be under no obligation to pay rent to Lender or any such other owner until Tenant receives written notice and a certified copy of an executed transferring document or certified court order from Lender or any such other owner that it has succeeded to Borrower's interest under the Lease. The notice shall be provided to

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Tenant at least 30 days prior to Tenant having any obligation to pay rent to the Lender or any other owner that has succeeded to Borrower's interest under the Lease.

4. Purchase Options. Any option or rights contained in the Lease or otherwise existing, to acquire any or all of the Premise are hereby made subject and subordinate to the rights of Lender under the Deed of Trust and acquisition of any or all of the 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 30 days after the receipt of such notice. Tenant further agrees not to invoke any of its remedies under the Lease (except the Lease emergency repair clause) until said 30 days have elapsed.

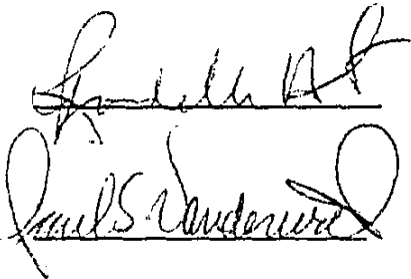
6. Notice of Discharge. Borrower or Lender shall give notice to Tenant of the reconveyance or other release of the Deed of Trust within 30 days of the date the reconveyance or other release is recorded.

7. Limitation. This Agreement shall not apply to any equipment owned or leased by Tenant which is now or hereafter placed or installed on the Demised Premises, and Tenant shall have the full right to remove said equipment at the expiration of the Lease term.

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 representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

Witness:


Paul S. Anderson

"Lender"

HSAWELFORD BANCGROUP

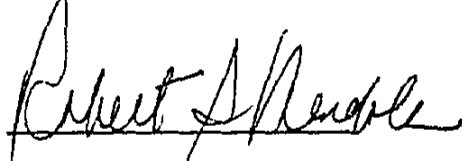
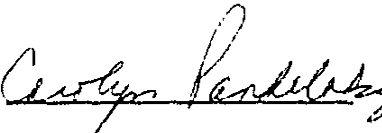
By: 

Name: Steve B...

Title: Managing Member

CORPORATE SEAL

Witness:


Robert A. Mendle

Carolyn Sandelak

"Tenant"

THE SPORTS AUTHORITY, INC.,
a Delaware corporation

By: 

Anthony Crudele

Senior Vice President & CFO

CORPORATE SEAL

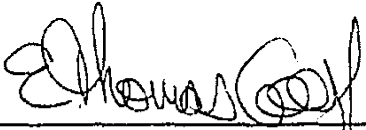
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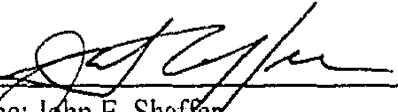
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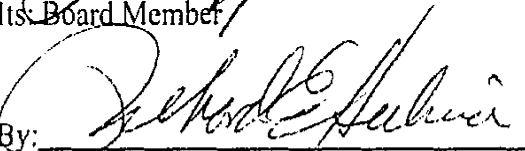
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LANDSCORDS:
BOUND BY & AGREED TO:

KM-TB, L.L.C., an Illinois
limited liability company

By: 
Name: E. Thomas Collins, Jr.
Its: Board Member

By: 
Name: John E. Shaffer
Its: Board Member

By: 
Name: Richard E. Hulina
Its: Board Member

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Prepared By & Return to:
Neil Becker
Paul, Hastings, Janofsky & Walker, LLP
1055 Washington Blvd, 9th Floor
Stamford, CT 06901-2217

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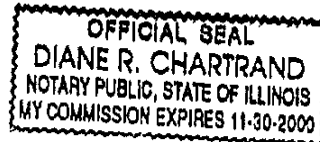
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Diane R. Chartrand, a Notary Public in and for the County and State aforesaid
DO HEREBY CERTIFY THAT John E. Shaffer, E. Thomas Collins, Jr. and Richard E. Hulina,
as members of the Board of Managers of KM-TB, L.L.C., an Illinois limited liability company, who
are personally known to me to be the same persons whose name are subscribed to the foregoing
instrument as such members of the respective Boards of Managers appeared before me this day in
person and acknowledged, signed and delivered said instrument as their free and voluntary act and
as the free and voluntary act of the limited liability company, for the uses and purposes therein set
forth.

GIVEN under my hand and notarial seal this 29th day of June, 1998.

Diane R. Chartrand

Notary Public



My Commission Expires:

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STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On this 9TH day of June, 1998, before me personally appeared Anthony Crudele, to me known to be the Senior Vice President & CFO of THE SPORTS AUTHORITY, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.



Notary Public

My Commission expires:



CAROLYN E PANDELAKY
My Commission CC385801
Expires Jun. 21, 1998
Bonded by HAI
900-422-1555

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EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

LOTS 2, 8, AND 9 (EXCEPT THAT PART OF LOT 9 DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF LOT 7 OF SAID BROADVIEW VILLAGE SQUARE; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 7, 79.94 FEET FOR POINT OF BEGINNING; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST 10.08 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 7.33 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST, 115.00 FEET; THENCE SOUTH 45 DEGREES 05 MINUTES 44 SECONDS WEST, 35.36 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 117.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 25.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 32.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 125.08 FEET TO A POINT ON THE WEST LINE OF LOT 7 IN SAID BROADVIEW VILLAGE SQUARE; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 7 IN BROADVIEW VILLAGE SQUARE, 167.67 FEET, TO THE POINT OF BEGINNING), AND LOTS 11 AND 12 IN BROADVIEW VILLAGE SQUARE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1994 AS DOCUMENT NUMBER 94212972, IN COCK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR ACCESS AS SET FORTH IN THE OPERATION AND EASEMENT AGREEMENT DATED JULY 20, 1993 AND RECORDED SEPTEMBER 2, 1993 AS DOCUMENT NUMBER 93703155 OVER AND ACROSS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BROADVIEW VILLAGE SQUARE AFORESAID.

Tax #s: 15-22-411-003, 15-22-411-009, 15-22-411-010,
15-22-411-012 & 15-22-411-013

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address: 17th Avenue & 22nd Street, Broadview, IL. 60153

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