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THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

98585793

Heller First Capital Corp.  
500 W. Monroe, 16<sup>th</sup> Fl.  
Chicago, IL 60661  
Attn.: Central Documentation Dept.

HFCC Loan No. 7085

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

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THIS SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMEN T AGREEMENT (this "Agreement"), dated this 22 day of  
June, 1998, between Visual Impressions ("Subtenant"), and  
HELLER FIRST CAPITAL CORP. , a Delaware corporation ("Lender"),  
having its principal place of business at 500 West Monroe Street, 15th Floor,  
Chicago, Illinois 60661.

### RECITALS:

A. Subtenant is the sublessee under that certain sublease executed  
between Subtenant and Bonaparte Corporation ("Tenant"), dated  
June 22, 1998 (the sublease and all amendments thereto are  
hereinafter referred to as the "Sublease"), covering all or a portion of property  
legally described in Schedule I attached hereto and made a part hereof (the  
"Property").

B. Tenant is the lessee under that certain lease executed between  
Tenant and 1455 S. Michigan Ave. ("Landlord"), dated February 1, 1998 (the  
lease and all amendments thereto are hereinafter referred to as the "Lease"),  
covering all or a portion of the Property. Landlord is the owner of the  
Property.

C. Lender is making a loan (the "Loan") to Landlord [and Tenant]  
which is secured, in part, by the lien of a mortgage or deed of trust executed  
and delivered by Landlord to Lender encumbering the Property (the  
"Mortgage").

D. As a condition to making the Loan, Lender requires that Subtenant  
enter into this subordination, non-disturbance and attornment agreement.

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NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Sublease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

2. In the event Lender elects to foreclose the Mortgage or exercise any of its remedies thereunder, Lender will not join Subtenant in summary or foreclosure proceedings as long as Subtenant has not amended the Sublease without Lender's prior written consent and is not in default under the Sublease.

3. In the event that Lender shall succeed to the interest of Landlord and/or Tenant under the Sublease and there exists no default by Subtenant under the Sublease and Subtenant has not amended the Sublease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Subtenant's possession of the subleased premises for the unexpired term of the Sublease, provided that Lender shall not be:

- (a) liable for any act or omission of Tenant or any prior landlord under the Sublease;
- (b) subject to any offsets or defenses which Subtenant might have against Tenant or any prior landlord;
- (c) bound by any rent or additional rent which Subtenant might have paid for more than the current month to Tenant or any prior landlord;
- (d) bound by any amendment or modification of the Sublease made without Lender's prior written consent; or
- (e) liable for any security deposit Subtenant might have paid to Tenant or any prior landlord, except to the extent Lender has actually received said security deposit.

4. Upon Lender's succeeding to Landlord's interest in the Property and/or Tenant's interest under the Sublease, Subtenant covenants and agrees to attend to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Subtenant's landlord under the

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Sublease, and to be bound by and perform all of the obligations and conditions imposed upon Subtenant by the Sublease. If requested by Lender or any subsequent owner of the Property, Subtenant shall execute a new lease with Lender, for a term equal to the remaining term of the Sublease and otherwise containing the same provisions and covenants of the Sublease.

5. Prior to terminating the Sublease due to a default by Tenant thereunder, Subtenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender shall have such longer time as may be necessary to cure the default; provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

6. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. This Agreement can be modified only in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SUBTENANT:

Visual Impressions

By: John Mc Kee

Its: Owner

LENDER:

HELLER FIRST CAPITAL CORP.

By: William [Signature]

Its: CREDIT MANAGER

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## SCHEDULE I

### LEGAL DESCRIPTION

PARCEL 1:

LOTS 29 AND 30 IN THE SUBDIVISION OF LAVANTIA SPRING ADMINISTRATRIX IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES SO MUCH AS IS TAKEN FOR PUBLIC ALLEY) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 48 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING IN THE EAST LINE OF MICHIGAN AVENUE AT A POINT 12.233 CHAINS NORTH OF THE SOUTH LINE OF SAID FRACTIONAL 1/4 SECTION (SAID POINT BEING ON THE SOUTH LINE OF LAND FORMERLY OF GILES SPRING) RUNNING THENCE EAST 160 FEET; THENCE SOUTH 25.70 FEET; THENCE WEST 160 FEET TO THE EAST LINE OF MICHIGAN AVENUE AND THENCE NORTH 25.70 FEET TO THE POINT OF BEGINNING, BEING THE SAME AS ALL OF LOT 4 IN BLOCK 20 OF ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22 AFORESAID (EXCEPT THAT PART TAKEN FOR PUBLIC ALLEY), IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 1 AND 2 IN FOSTER AND BUSBY'S SUBDIVISION OF LOTS 11 TO 14 OF ASSESSOR'S DIVISION OF LOTS 2 AND 3 OF BLOCK 20 AND 8.94 FEET NORTH OF AND ADJOINING SAME OF ASSESSOR'S DIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property: 1455 South Michigan Avenue, Chicago, IL 60605

17-22-108-012-0000  
17-22-108-013-  
17-22-108-014-  
17-22-108-015-

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1500-0100-0100-0100

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF COOK )

On JUNE 30, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM C. MOORE, personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as Assistant Vice President of Keller First Capital Corp., a Delaware corporation, the corporation that executed the within instrument and acknowledged to me that such corporation caused the foregoing instrument to be executed pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Jose Alfredo Galarza  
Notary Public

My commission Expires: 2-20-2002

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STATE OF ILLINOIS )  
 )ss.  
COUNTY OF COOK )

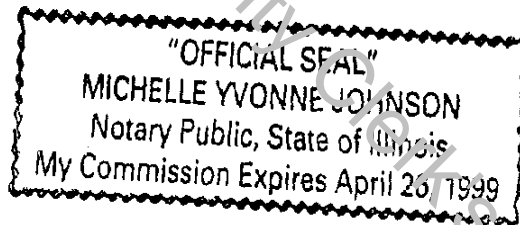
On JUNE 22, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared John McGee, personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as the OWNER of VISUAL IMPRESSIONS, a PROPRIETORSHIP corporation and acknowledged to me that such corporation caused the foregoing instrument to be executed pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Michelle Yvonne Johnson  
Notary Public

[SEAL]

My commission Expires: April 26, 1998



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