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DRAFTED AND RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO: BRADLEY F. WILLIAMS OPPENHEIMER WOLFF + DONNELLY, LLP 45 S. SEVENTH ST., SUITE 3400 MINNEAPOLIS, MN 55401

98892541



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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF ILLINOIS COUNTY OF COOK

THIS AGREEMENT, dated the 27th of Aug, 1998 executed by and among Money Back Investment corporation with its principal office at 710 NW Juniper St., Issaquah, WA 98027 (herein after called "Lender"); Jiffy Lube Int'l. of Baltimore, Inc. corporation (hereinafter called "Tenant"); and Midwest Trust Services, Inc. t/u/t #85-04-4686 (hereinafter called "Borrower");

WITNESSETH: OF MARYLAND, INC.

WHEREAS, Tenant has entered into a certain Lease dated May 8, 1985 ("Lease") with Borrower covering certain premises more fully described in said Lease ("Premises") located in Cook County, IL, more fully described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, by [Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents, Leases, Income and Profits dated 5/8/85 and recorded as Cook County Recorder's Instrument No 98892541] in the office of the COOK COUNTY Recorder (hereinafter called the "Mortgage"), Borrower granted a first lien interest in the Property and the Premises to Lender, and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of the Mortgage;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, promise, covenant and agree as follows:

1. The Lease and all estates, options (including purchase options, if any), liens and charges therein contained or created thereunder is and shall be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real and personal property of which the Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Lender takes possession of the Premises as mortgagee-in-possession or forecloses the Mortgage, or takes a deed in lieu of foreclosure, Lender agrees not to affect or disturb

BOX 333-CTI

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Tenant's right to possession of the Premises in the exercise of Lender's rights so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease.

3. In the event that Lender succeeds to the interest of Borrower under the Lease and/or to title to the Premises, Lender and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease. Accordingly, from and after such event, Lender and Tenant shall have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Borrower had before Lender succeeded to the interest of Borrower, provided, however, that Lender shall not be:

(i) liable for any act or omission of any prior landlord (including the Borrower);
or

(ii) subject to any offsets or defenses which Tenant might have against any prior landlord (including the Borrower); or

(iii) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including the Borrower); or

(iv) bound by any amendment or modification of the Lease made without Lender's written consent; or

(v) liable for the repayment of any security deposit not actually paid to the Lender.

4. In the event that anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Lender or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but shall remain bound unto the new owner so long as the new owner agrees to be bound to Tenant under all terms, covenants and conditions of the Lease.

5. In the event Lender becomes a mortgagee-in-possession of the Premises or exercises its rights under the Assignment of Leases, Rents and Profits, Tenant agrees to make all payments payable by Tenant under the Lease directly to Lender upon Lender's written instructions to Tenant.

6. Tenant hereby warrants and represents, covenants and agrees with Lender:

(i) to deliver to Lender a duplicate of each notice of default delivered to Borrower at the same time as such notice is given to Borrower;

(ii) that Tenant is now the sole owner of the leasehold estate created by the Lease and shall not hereafter assign the Lease except as permitted by the terms thereof, and that notwithstanding any such assignment or any sublease, Tenant shall remain primarily liable for the observance and performance of all of its agreements under the Lease;

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(iii) not to anticipate the payment of rent or other sums due under the Lease; and

(iv) to promptly certify in writing to Lender, in connection with any proposed assignment of the Mortgage, whether or not any default on the part of Borrower then exists under the Lease.

7 This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

LENDER.

Signed and acknowledged
in the presence of:

Money Back Investment Corporation

Andrea Chace
Print: Andrea Chace

By: Don M. Cole
Name: Don M. Cole
Its Vice President

Jacquelyn Ron
Print: Jacquelyn Ron

BORROWER:

Midwest Trust Services, Inc., successor trustee to Midwest Bank & Trust Company
By: as T/U/T No. 85-04-4686

Print: _____

Name: James M. Sample
1st Hand Trust Administrator

Print: _____

TENANT: Jiffy Lube International of Maryland, Inc.

Signed and acknowledged
in the presence of:

(if an individual)

Print: _____

By: Gregory D. Bassett
Gregory D. Bassett
Vice-President

Print: _____

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(if a corporation)

Jiffy Lube International ^{of MARYLAND, INC.} ~~of Baltimore, Inc~~ *SPR*

Print: _____

By: *Gregory D. Bassott*
Name: Gregory D. Bassott
of its Vice-President

Print: _____

(if a partnership)

Print: _____

By: _____
Name: _____
its _____

Print: _____

Property of Cook County Clerk's Office

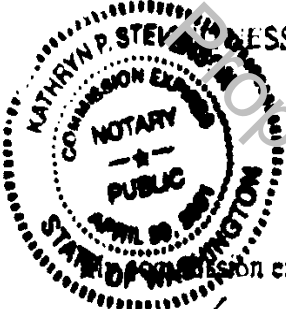
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STATE OF Washington

COUNTY OF King

This 15th of September, 1998, personally came before me James M. Child, being by me duly sworn, says that he is the Vice President of MoneyBack Investments Corp and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him, on behalf of said corporation, by its authority duly given.



WITNESS my hand and notarial seal, this 15th day of September, 1998.

Kathryn P. Steverson
Notary Public

4/29/2001
[NOTARIAL SEAL]

- . DEPT-01 RECORDING \$33.00
- . T#0009 TRAN #024 10/05/98 13:09:00
- . #7709 RC *-98-892541
- . COOK COUNTY RECORDER
- . DEPT-10 PENALTY \$30.00

STATE OF Illinois

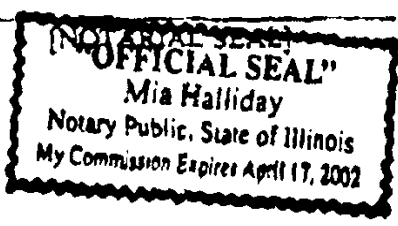
COUNTY OF Will

I, Mia Halliday, a Notary Public for said County and State, do hereby certify that Juanita Chandler personally appeared before me this day and, being duly sworn, says that she is a Land Trust Adm. of Midwest Trust Service and acknowledge the due execution of the foregoing instrument on behalf of said corporation.

WITNESS my hand and notarial seal, this 30th day of September, 1998.

Mia Halliday
Notary Public

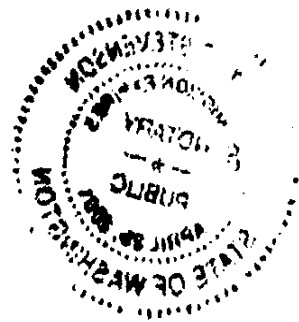
My commission expires:



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06/12/2019 10:40
10/12/2019 10:40

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INDEXED
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ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Donna K. Griffin, a Notary Public, do hereby certify that Gregory D. Bassett personally came before me this day and acknowledged that he is Vice President of Jiffy Lube International of Maryland, Inc., a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, and attested by himself as its Vice President.

WITNESS my hand and official seal this 27th day of August, 1998

Donna K. Griffin
Donna K. Griffin, Notary Public

My Commission Expires: March 23, 2002



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STREET ADDRESS: 3232 - 3248 GLENVIEW ROAD

CITY: GLENVIEW

COUNTY: COOK

TAX NUMBER: 04-33-204-009-0000

LEGAL DESCRIPTION:

LOT 1 IN BERN'S SUBDIVISION OF THE SOUTH 225 FEET OF THE WEST 200 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE PLAT OF GLENVIEW-WESTBROOK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JANUARY 22, 1954 IN BOOK 429 OF PLATS, PAGE 28. AS DOCUMENT 15817689, (EXCEPTING THAT PART TAKEN FOR STREETS) IN COOK COUNTY, ILLINOIS.

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