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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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John Hancock Real Estate Finance, Inc.
Attention: Joanne Adkins, T-53
John Hancock Place
200 Clarendon Street
Boston, MA 02117

2660/0175 03 001 Page 1 of 9
1998-10-30 10:22:12
Cook County Recorder 37.00

Space Above This Line for Recorder's Use

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (North Riverside, IL #612)

THIS AGREEMENT, is made this 20th day of September, 1998 by Sportmart, Inc., a Delaware corporation, having its principal office and place of business located at 1000 Broadway, Denver, CO 80203 ("Tenant"), and John Hancock Real Estate Finance, Inc., having its principal place of business located at T-53, 200 Clarendon Street, John Hancock Place, P.O. Box 111, Boston, MA 02117 ("Lender"), with reference to the following facts:

RECITALS

A. On October 31, 1988, North Riverside Associates Limited Partnership ("Landlord") and Tenant entered into a certain lease which was amended on the following dates: December 2, 1988, March 31, 1996 and April 23, 1996 ("Lease") covering certain space ("Premises") in the building located at 1800 South Harlem Avenue, North Riverside, IL and 1770 South Harlem Avenue, North Riverside, IL, which property is more particularly described in the Mortgage (as hereinafter defined) ("Property");

B. Lender has agreed to make a loan ("Loan") to Landlord, which Loan is to be evidenced by a note and secured, inter alia, by a first lien instrument in favor of Lender covering the property and upon the terms and conditions described therein, which shall be recorded in the Official Records of Cook County, Illinois (said instrument and all amendments, modifications, renewals, substitutions, extensions, consolidations and replacements thereto and thereof, as applicable, are hereinafter collectively referred to as "Mortgage");

BOX 333-CTI

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Property of Clerk's

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C. It is a condition precedent to obtaining the Loan that (i) the Mortgage be and remain at all times a first lien or charge upon the Property prior and superior to the Lease; (ii) Tenant specifically subordinates the Lease to the lien or charge of the Mortgage and (iii) Tenant attorns to Lender and its successors and assigns in the event of the foreclosure or other proceeding to enforce the Mortgage;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to enter into the above-referenced Loan, Lender and Tenant hereby agree as follows:

1. Subordination. The Lease and any extensions, renewals, replacements, consolidations or modifications thereof, and all the right, title and interest of the Tenant in and to the Premises, and all rights of the Tenant thereunder, are and shall be subject and subordinate to the Mortgage and the lien and terms thereof.

2. Lender's Exercise of Remedies. In the event of (a) the institution of any foreclosure, trustee's sale or other like proceeding, (b) the appointment of a receiver for the Landlord or the Property, (c) the exercise of rights to collect rents under the Mortgage or an assignment of rents, (d) the recording by Lender or its successor or assignee of a deed in lieu of foreclosure for the Property, or (e) any transfer or abandonment of possession of the Property to Lender or its successor or assigns in connection with any proceedings affecting Landlord under the Bankruptcy Code, 11 U.S.C. § 101 et seq. (any such foreclosure, recording of a deed in lieu of foreclosure, or transfer or abandonment of the Property referred to in the preceding clauses (a) through (e) is hereinafter called a "Transfer", and Lender or any successor or assignee of Lender taking title to the Property in connection with a Transfer is hereinafter called the "Transferee"), such Transferee shall not: (i) be liable for any damages (including, without limitation, consequential damages) or other relief or be subject to any offsets, defenses or counterclaims of any kind attributable to any event, act omission or default under the Lease, including, but not limited to, a breach of any representation or warranty under the Lease, of Landlord or any prior landlord under the Lease, except for any continuing event, act or omission of which Lender has been provided notice as described in Paragraph 4 below, and if any such offset or defense is expressly provided for in the Lease, or (ii) be bound by any prepayment by Tenant of more than one month's installment of rent unless such prepayment is expressly required in the Lease or has been specifically approved in writing by Lender, or be liable or responsible for any security deposit or other sums which Tenant may have paid under the Lease unless such deposit or other sums have been physically delivered to Transferee, or (iii) be bound by any modification of or amendment to the Lease that decreases the rent or the term or increases the burdens of Landlord

under the Lease unless such amendment or modification shall have been approved in writing by Lender.

3. Attornment and Non-Disturbance. Provided (a) Tenant complies with this Agreement, (b) Tenant is not in default under the terms of the Lease and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Lease, and (c) the Lease is in full force and effect, except as set forth in Paragraphs 2 and 5(d) and (e), any default under the Mortgage and any proceeding to foreclose the same will not disturb Tenant's possession under the Lease and the Lease will not be affected or cut off thereby, and notwithstanding any such foreclosure or other Transfer of the Property to Transferee, Transferee will recognize the Lease and will accept the attornment of Tenant thereunder.

Tenant shall attorn to Transferee, including Lender if Lender becomes a Transferee, as the landlord under the Lease. Said attornment is subject to the limitation of Transferee's obligations set forth in Paragraph 2 above and shall be effective and self-operative without the execution of any further instruments upon Transferee's succeeding to the interest of the landlord under the Lease. Tenant and Lender shall, however, confirm the provisions of this paragraph in writing upon request by either of them.

4. Lender's Right to Cure. Notwithstanding anything to the contrary in the Lease or this Agreement, Tenant shall provide Lender with written notice of any default of Landlord under the Lease (which can be a copy of the notice provided to the Landlord) if such default is of such a nature as to give the Tenant a right to terminate the Lease, to reduce rent thereunder or to credit or offset any amounts against future rents, and will not seek to terminate the Lease or reduce the rent or credit or offset against rent or claim a partial or total eviction until giving such notice and providing Lender a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees otherwise in writing.

5. Miscellaneous.

a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Transferee, all obligations and liabilities of Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Transferee's interest is assigned or transferred; and provided further that the interest of Tenant under this Agreement may not be assigned or transferred except to the extent the

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assignment of Tenant's interest in the Lease is permitted under the Lease.

b) Tenant acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Lender as part of the security for the note secured by the Mortgage and upon written notice from Lender of a default under the Mortgage, Tenant shall pay its rent and all other sums due under the Lease directly to Lender, and Landlord, by its execution hereof, hereby directs Tenant to make such payment to Lender.

c) Tenant acknowledges and agrees that it shall not terminate the Lease in the event of a default by Landlord unless Tenant provides Lender written notice and an opportunity to cure as described in Paragraph 4 above. In addition, Tenant agrees that it shall not terminate or cancel the Lease by agreement with the Landlord without Lender's prior written consent, unless such right to terminate or cancel is expressly set forth in the Lease. In the event Tenant terminates the Lease pursuant to a right expressly set forth in the Lease, Tenant shall pay to Lender any and all termination fees or other consideration to be paid to Landlord in connection with such termination or cancellation and Landlord, by its execution hereof, hereby directs Tenant to make such payments or provide such other consideration to Lender.

d) Tenant covenants and acknowledges that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Property or the real property of which the Property is a part, or any portion thereof or any interest therein and to the extent that Tenant has had, or hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Transferee.

e) Tenant covenants and acknowledges that provisions in Section 4 of the Lease have been completed and no monies are due under said Section.

f) This Agreement is the whole and only agreement between the parties hereto with regard to the subordination of the Lease to the lien or charge of the Mortgage. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

g) This Agreement shall be deemed to have been made in the state where the Property is located and the validity, interpretation and enforcement of this Agreement shall be determined in accordance with the laws of such state.

h) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the

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party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

i) Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made when in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, directed to the parties at the following addresses or such other addresses as they may from time to time designate in writing:

Lender: John Hancock Real Estate Finance, Inc.
T-53, John Hancock Place
200 Clarendon Street
Boston, MA 02116
Reference Loan No. 3212480

Tenant: Sportmart, Inc.
1000 Broadway, Denver, CO 80203
(P.O. Box 148, Denver, CO 80201)
Attn: President

with a copy to:

Alan D. Laff, Esq.
Laff Stein Campbell Packer & Delaney, LLP
7730 E. Belleview Ave., Suite 204
Englewood, CO 80111-2616

Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing, notices or communication served by hand or by overnight courier shall be deemed served upon receipt.

The parties hereto represent and warrant that their respective signatories to this Agreement have been duly authorized by the Tenant, Landlord and Lender, as applicable.

IN WITNESS WHEREOF, this Agreement has been signed and delivered as of the date and year first above set forth.

TENANT:

SPORTMART, INC.

By: 

Thomas B. Nelson

Its: Senior Vice-President/Secretary
duly authorized

(signatures continued on next page)

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LENDER:

JOHN HANCOCK REAL ESTATE FINANCE, INC.

By: _____

Its: _____
duly authorized

As to Paragraphs 5(b), (c) and (e):

LANDLORD:

NORTH RIVERSIDE ASSOCIATES LIMITED PARTNERSHIP,
an Illinois limited partnership

By: North Riverside Corp., an Illinois corporation, its General partner

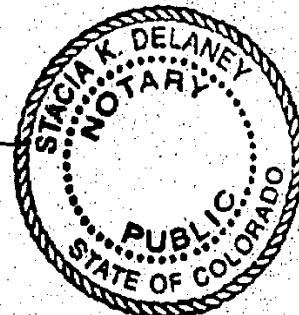
By: _____
Its: _____
duly authorized

STATE OF Colorado)
City and) ss.
COUNTY OF Denver)

On this 12th day of ^{October} ~~September~~, 1998, before me, the undersigned, a Notary Public in and for the said State, residing therein, duly commissioned and sworn, personally appeared Thomas B. Nelson, to me personally known, who by me duly sworn, did say that he/she is a Senior Vice-President/Secretary of Sportmart, Inc., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

Stacia K. Delaney
Notary Public in and for said State
My commission expires: Nov. 13, 1999



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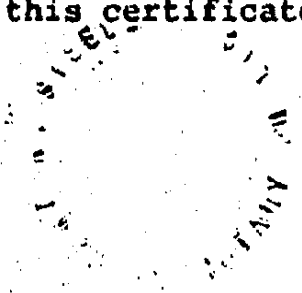
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THE COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 13th day of ~~September~~ ^{October}, 1998, before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared Tozane D. Adkins, to me personally known, who by me duly sworn, did say that ~~he~~ she is an Investment Officer of John Hancock Real Estate Finance, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

[Signature]
Notary Public in and for said Commonwealth
My commission expires: February 4, 2005



STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this 15 day of ~~September~~ ^{October}, 1998, before me, the undersigned, a Notary Public in and for the said State, residing therein, duly commissioned and sworn, personally appeared LARRY J. HOCHBERG to me personally known, who by me duly sworn, did say that he/she is a PRESIDENT and acknowledged to me that he/she executed the same on behalf of North Riverside Corp., an Illinois corporation, acting in its capacity as the general partner of North Riverside Associates Limited Partnership, an Illinois limited partnership, as the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

Notary Public in and for said State
My commission expires: 3/3/99

[Signature]



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STREET ADDRESS: 1800 South Harlem Avenue
CITY: North Riverside **COUNTY:** COOK
TAX NUMBER: 15-24-401-008-0000

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL 1:

PART OF BLOCK 1, IN THE PARTITION OF STEPHEN WHITNEY'S ESTATE, A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 558 FEET SOUTH AND 33 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE WEST AT AN ANGLE OF 90 DEGREES 01 MINUTES 05.4 SECONDS MEASURED FROM NORTH TO WEST 585.55 FEET TO AN IRON PIPE; THENCE SOUTHWEST AT AN INTERIOR ANGLE OF 126 DEGREES 02 MINUTES 30.7 SECONDS, A DISTANCE OF 22.92 FEET TO AN IRON PIPE; THENCE SOUTHEAST, AT AN INTERIOR ANGLE OF 143 DEGREES 39 MINUTES 18.2 SECONDS A DISTANCE OF 342.34 FEET TO AN IRON PIPE; THENCE SOUTHEAST AT AN INTERIOR ANGLE OF 112 DEGREES 02 MINUTES 41.5 SECONDS, A DISTANCE OF 23 FEET TO AN IRON PIPE; THENCE SOUTHEAST AT AN INTERIOR ANGLE OF 157 DEGREES 24 MINUTES 16.2 SECONDS, A DISTANCE OF 575.90 FEET TO AN IRON PIPE; THENCE NORTHWEST AT AN INTERIOR ANGLE OF 89 DEGREES 52 MINUTES 18.8 SECONDS, A DISTANCE OF 371.23 FEET TO A NAIL SET IN THE BLACKTOP, SAID NAIL BEING THE POINT OF COMMENCEMENT, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE DEDICATED FOR PUBLIC RIGHT OF WAY FOR HARLEM AVENUE AS SHOWN ON PLAT OF DEDICATION RECORDED MAY 25, 1989 AS DOCUMENT 93237594: THE WEST 17 FEET OF THE EAST 50 FEET OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, GRANTED BY DECLARATION OF EASEMENT MADE BY DES PLAINES AVENUE CEMETERY ASSOCIATION DATED APRIL 2, 1993 AND RECORDED APRIL 12, 1993 AS DOCUMENT 93263294 AND THAT CERTAIN RE-RECORDED DECLARATION OF EASEMENT MADE BY DES PLAINES AVENUE CEMETERY ASSOCIATION DATED AS OF APRIL 2, 1993 AND RECORDED JUNE 25, 1993 AS DOCUMENT 93490371, TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, LOCATE, RELOCATE, REPAIR AND REMOVE FACILITIES LOCATED ON THE EASEMENT PREMISES DESCRIBED THEREIN.