

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the 19<sup>th</sup> day of January, 1997 by and between PRUDENTIAL SECURITIES CREDIT CORPORATION or such other party it may designate as lender ("Lender") and TRACY CROSS & ASSOCIATES, INC., having an address at Suites 105-110, 2000 Algonquin Road, Schaumburg, Illinois ("Tenant").

## RECITALS:

A. Salt Creek Partners, Ltd., a limited partnership ("Landlord") has assigned all of its right, title and interest in and to certain premises described in Exhibit A attached hereto (the "Property") to Prime Group Realty, L.P. ("Landlord's Successor");

B. Lender is the present owner and holder of a certain Mortgage and Security Agreement (the "Security Instrument") dated November 12, 1997, given by Landlord's Successor to Lender which encumbers the Property and which secures the payment of certain indebtedness owed to Lender evidenced by a certain Promissory Note dated November 12, 1997, (the "Note");

C. Tenant is the holder of a leasehold estate in a portion of the Property under and pursuant to the provisions of a certain lease dated October 20, 1992 (the "Lease") between Landlord and Tenant, as tenant; and

D. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

## AGREEMENT:

For good and valuable consideration, Tenant and Lender agree as follows:

1. *Subordination.* The Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms, covenants and provisions of the Security Instrument and to the lien thereof, including without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby and advances made thereunder with the same force and effect as if the Security Instrument had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. *Non-Disturbance.* If any action or proceeding is commenced by Lender for the foreclosure of the Security Instrument or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, *provided, however,* such

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joinder shall not result in the termination of the Lease or disturb the Tenant's possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Note or the Security Instrument shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (a) the term of the Lease shall have commenced pursuant to the provisions thereof, (b) Tenant shall be in possession of the premises demised under the Lease, (c) the Lease shall be in full force and effect and (d) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed.

3. *Attornment.* If Lender or any other subsequent purchaser of the Property shall become the owner of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Security Instrument (Lender or such other purchaser being hereinafter referred as "*Purchaser*"), and the conditions set forth in Section 2 above have been met at the time Purchaser becomes owner of the Property, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to Purchaser and Purchaser by virtue of such acquisition of the Property shall be deemed to have agreed to accept such attornment, provided, however, that Purchaser shall not be (a) liable for the failure of any prior landlord (any such prior landlord, including Landlord, Landlord's Successor and any other successor landlord, being hereinafter referred to as a "*Prior Landlord*") to perform any of its obligations under the Lease which have accrued prior to the date on which Purchaser shall become the owner of the Property, (b) subject to any offsets, defenses, abatements or counterclaims which shall have accrued in favor of Tenant against any Prior Landlord prior to the date upon which Purchaser shall become the owner of the Property, (c) liable for the return of rental security deposits, if any, paid by Tenant to any Prior Landlord in accordance with the Lease unless such sums are actually received by Purchaser, (d) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any Prior Landlord unless (i) such sums are actually received by Purchaser or (ii) such prepayment shall have been expressly approved of by Purchaser or (e) bound by any agreement terminating or amending or modifying the rent, term, commencement date or other material term of the Lease, or any voluntary surrender of the premises demised under the Lease, made without Lender's or Purchaser's prior written consent prior to the time Purchaser succeeded to Landlord's interest. In the event that any liability of Purchaser does arise pursuant to this Agreement, such liability shall be limited and restricted to Purchaser's interest in the Property and shall in no event exceed such interest.

4. *Notice to Tenant.* After notice is given to Tenant by Lender that Landlord's Successor is in default under the Note and the Security Instrument and that the rentals under the Lease should be paid to Lender pursuant to the terms of the Assignment of Leases and Rents executed and delivered by Landlord's Successor to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by the Lender, all rentals and all other

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monies due or to become Landlord's Successor under the Lease and Landlord's Successor hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord's Successor on account of and such payments.

5. *Notice to Lender and Right to Cure.* Tenant shall notify Lender of any default by Landlord's Successor under the Lease and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of an abatement shall be effective unless Lender shall have received notice of default giving rise to such cancellation or abatement and shall have failed within sixty (60) days after receipt of such notice to cure such default or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default. Notwithstanding the foregoing, Lender shall have no obligation to cure any such default.

6. *Estoppel.* Tenant acknowledges that it has delivered to Prime Group Realty, LP a Tenant Estoppel Certificate dated October 28, 1997 (the "*Estoppel Certificate*") and hereby agrees that Lender may rely on said Estoppel Certificate and the truth and accuracy of the statements contained therein in connection with making the loan evidenced by the Note and secured by the Security Instrument.

7. *Notices.* All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Tenant: Tracy Cross & Associates, Inc.  
2000 Algonquin Road, Suites 105-110  
Schaumburg, IL 60173  
Attention: LINDA E. BUES  
Facsimile No. 847-925-5415

If to Lender: Prudential Securities Credit Corporation  
One New York Plaza, 18th Floor  
New York, NY 10292  
Attention: David M. Rodgers  
Facsimile No. (212) 778-5999

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 7, the term "*Business Day*" shall mean a day on which commercial banks are not authorized or required by law to close in the state where the

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Property is located. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of Lender, Tenant and Purchaser and their respective successors and assigns.

9. *Governing Law.* This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

10. *Miscellaneous.* This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

LENDER:

PRUDENTIAL SECURITIES CREDIT CORPORATION

By: Peter Remenschnider  
Name: Peter Remenschnider  
Title: Vice President

TENANT:

TRACY CROSS & ASSOCIATES, INC.

By: A. Tracy Cross  
Name: G. TRACY CROSS  
Title: PRESIDENT

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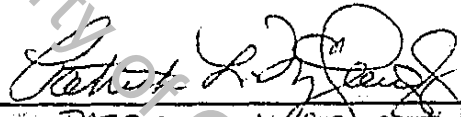
The undersigned accepts and agrees to the terms and provisions hereof:

1990 Algonquin Road, L.L.C., a Delaware limited liability company

By: PRIME GROUP REALTY, L.P., a Delaware limited partnership, as Administrative Member

By: PRIME GROUP REALTY TRUST, a Maryland real estate investment trust, is Managing General Partner

By:

  
Name: PATRICK L. WIERZBICKI  
Title: V.P. ASST-TREASURER

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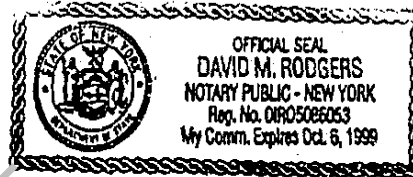
STATE OF New York )  
 ) SS  
COUNTY OF New York )

*Peter Riemarschneider*

I HEREBY CERTIFY that on this 9<sup>th</sup> day of Feb., 1998, before me, a Notary Public for the state and county aforesaid, personally appeared \_\_\_\_\_ known to me or satisfactory proven to be the same person whose name is subscribed to the foregoing instrument, who acknowledged that he is the V.P. of Prudential Securities Credit Corporation, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

*David M. Rodgers*  
Notary Public

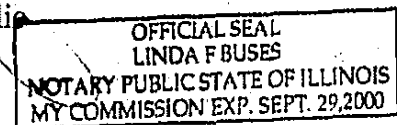


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I HEREBY CERTIFY that on this 19 day of JANUARY, 1998, before me, a Notary Public for the state and county aforesaid, personally appeared Tracy Cross known to me or satisfactory proven to be the same person whose name is subscribed to the foregoing instrument, who acknowledged that he is the PRESIDENT of Tracy Cross & Associates, Inc., that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

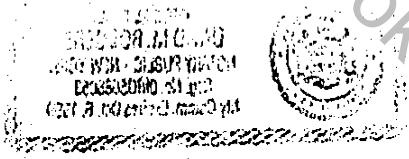
IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

*Linda F. Buses*  
Notary Public



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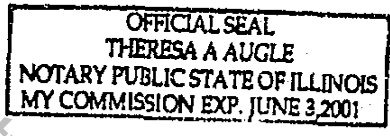


STATE OF Illinois )  
 ) SS  
COUNTY OF COOK )

I HEREBY CERTIFY that on this 22nd day of January, 1998, before me, a Notary Public for the state and county aforesaid, personally appeared Pat McLaughlin known to me or satisfactory proven to be the same person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vp Asst. Treasure of Prime Realty, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Theresa Augle  
Notary Public



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## EXHIBIT A

## LEGAL DESCRIPTION

## Parcel 1:

That part of Sections 1 and 12, Township 41 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows:

Commencing at a point on the Northerly line of Algonquin Road that is the intersection of said Northerly line with the Southeasterly line of Plum Grove Estates Unit No. 4, according to the plat of said subdivision recorded November 30, 1956 as Document No. 16769161; thence North 52 degrees, 43 minutes, 20 seconds East, along the Southeasterly line of said subdivision, 370.0 feet; thence South 37 degrees, 16 minutes, 40 seconds East, 40.0 feet for the place of beginning of the tract of land to be described; thence North 52 degrees, 43 minutes, 20 seconds East, 365.0 feet; thence South 37 degrees, 16 minutes, 40 seconds East, 292.51 feet to a point on the Westerly line of a frontage road; thence Southerly along the line of said road, being a curved line convex to the Northwest and having a radius of 389.0 feet, a distance of 13.96 feet, arc measure, to a point of tangent; thence South 14 degrees, 23 minutes, 54 seconds West, along the Westerly line of said frontage road, 273.76 feet to a point of curve; thence Southwesterly along a curved line, convex to the Southeast and having a radius of 60.0 feet, a distance of 102.28 feet, arc measure, to a point of tangent; thence North 67 degrees, 55 minutes, 53 seconds West, along the Northerly line of said frontage road, 249.05 feet to an intersection with a line 280.0 feet Southeasterly of, measured at right angles and parallel with, the Southeasterly line of Plum Grove Estates Unit No. 4, aforesaid; thence North 52 degrees 43 minutes, 20 seconds East, along said parallel line, 76.67 feet; thence North 37 degrees, 16 minutes, 40 seconds West, 240.0 feet to the place of beginning, in Cook County, Illinois.

## Parcel 2:

That part of Sections 1 and 12, Township 41 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows:

Commencing at a point on the Northerly line of Algonquin Road that is the intersection of said Northerly line with the Southeasterly line of Plum Grove Estates Unit No. 4, according to the plat of said subdivision recorded November 30, 1956 as Document No. 16769161; thence North 52 degrees, 43 minutes, 20 seconds East along the Southeasterly line of said subdivision, 370.0 feet for the place of beginning of the tract of land to be described; thence continuing North 52 degrees, 43 minutes, 20 seconds East, along the Southeasterly line of said subdivision, 405.0 feet; thence South 37 degrees, 16 minutes, 40 seconds East, 306.77 feet to a point on the Westerly line of a frontage road; thence Southerly along the line of said road, being a curved line convex to the Northwest and having a radius of 389.0 feet, a distance of 47.60 feet, arc measure; thence North 37 degrees, 16 minutes, 40 seconds West, 292.51 feet to an intersection with a line 40.0 feet Southeasterly of, measured at right angles and parallel with, the Southeasterly line of Plum Grove Estates Unit No. 4, aforesaid; thence South 52

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degrees, 43 minutes, 20 seconds West, along said parallel line, 365.0 feet; thence North 37 degrees, 16 minutes, 40 seconds West, 40.0 feet to the place of beginning, in Cook County, Illinois.

Parcel 3:

Easement for the benefit of Parcels 1 and 2 as created by grant made by Citizens Bank and Trust Company, Trust No. 66-3411 recorded April 4, 1979 as Document No. 24904042 for storm sewer and water detention purposes over the following described land and excepting any part falling in said Parcel 1 and also excepting any part conveyed to the People of the State of Illinois, Department of Transportation, by deeds recorded as Document Nos. 91-092231 and 91-092232):

That part of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows:

Commencing at a point on the then existing Northerly line of Algonquin Road that is the intersection of said Northerly line with the Southeasterly line of Plum Grove Estates Unit No. 4, according to the plat of said subdivision recorded November 30, 1956 as Document No. 16769161; thence Southeasterly along the then existing Northerly line of Algonquin Road, being a curved line, convex to the Southwest and having a radius of 5679.65 feet, a distance of 10.35 feet, arc measure; thence South 68 degrees, 39 minutes, 20 seconds East, 35.27 feet along the then Northeasterly line of Algonquin Road, as widened, for a place of beginning of the tract of land to be described; thence North 52 degrees, 43 minutes, 20 seconds East, parallel with the Southeasterly line of Plum Grove Estates Unit No. 4, aforesaid, 127.93 feet; thence North 07 degrees, 43 minutes, 20 seconds East, 55.74 feet to a point on the Southeasterly line of said subdivision which is 190.24 feet Northeasterly of the intersection of the Southeasterly line of said subdivision with the then Northeasterly line of Algonquin Road; thence North 52 degrees, 43 minutes, 20 seconds East, along the Southeasterly line of said subdivision, 179.76 feet to a point which is 370.0 feet Northeasterly of the intersection of the Southeasterly line of said subdivision with the then Northeasterly line of Algonquin Road; thence South 37 degrees, 16 minutes, 40 seconds East, 5.0 feet; thence South 52 degrees, 43 minutes, 20 seconds West, 177.68 feet; thence South 07 degrees, 43 minutes, 20 seconds West, 48.67 feet; thence South 37 degrees, 16 minutes, 40 seconds East, 121.38 feet to a point on the Northwesterly line of frontage road; thence Southwesterly along the line of said road, being a curved line, convex to the Northwest and having a radius of 92.0 feet, a distance of 33.18 feet, arc measure, to a point of tangent; thence South 24 degrees, 37 minutes, 50 seconds West along said tangent, being also a radial line of said Algonquin Road, 20.02 feet to a point 65.0 feet, measured radially, Northeasterly of the center line of said Algonquin Road as then located and established; thence North 68 degrees, 39 minutes, 20 seconds West, along a straight line that forms an angle of 93 degrees, 17 minutes, 10 seconds with the last described line, as measured from North to West, 155.0 feet to the place of beginning, in Cook County, Illinois.

Parcel 4:

That part of Sections 1 and 12, Township 41 North, Range 10 East of the Third Principal Meridian, and Section 6, Township 41 North, Range 11 East of the Third Principal Meridian, bounded by a line described as follows:

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Commencing at a point on the Northerly line of Algonquin Road that is the intersection of said Northerly line with the Southeasterly line of Plum Grove Estates Unit No. 4, according to the plat of said subdivision recorded November 30, 1956 as Document No. 16769161; thence North 52 degrees, 43 minutes, 20 seconds East, along the Southeasterly line of said subdivision, 775.0 feet for the place of beginning of the tract of land to be described; thence continuing North 52 degrees 43 minutes 20 seconds East, along the Southeasterly line of said subdivision, 505.51 feet to an angle point in said line; thence North 76 degrees, 41 minutes, 50 seconds East, 315.57 feet to the Southeast corner of Lot 147 in said Plum Grove Estates Unit No. 4, and the Westerly line of a frontage road; thence Southwesterly along the line of said frontage road the following four courses; thence South along the Westerly line of said road, being a curved line, convex to the West and having a radius of 4961.15 feet, a distance of 45.97 feet, arc measure, the chord of said curve bearing South 02 degrees, 29 minutes, 14 seconds West to a point of reverse curve; thence Southwesterly along a curved line, convex to the Southeast and having a radius of 350.0 feet, a distance of 352.27 feet, arc measure, the chord of said curve bearing South 31 degrees, 03 minutes, 51 seconds West, 337.59 feet to a point of tangent; thence South 59 degrees, 53 minutes, 52 seconds West, 214.63 feet to a point of curve; thence Southwesterly along a curved line, convex to the Northwest and having a radius of 389.0 feet, a distance of 247.35 feet, arc measure, to an intersection with a line drawn at right angles to the Southeasterly line of said Plum Grove Estates Unit No. 4 through the point of beginning of this legal description; thence North 37 degrees, 16 minutes, 40 seconds West along the last described line, 306.77 feet to the place of beginning, in Cook County, Illinois.

Parcel 5:

That part of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows:

Commencing at a point on the Northerly line of Algonquin Road that is the intersection with the Southeasterly line of Plum Grove Estates Unit No. 4, according to the plat of said subdivision recorded November 30, 1956 as Document No. 16769161; thence North 52 degrees, 43 minutes, 20 seconds East, along the Southeasterly line of said subdivision, 362.0 feet for the place of beginning of the tract of land to be described; thence continuing North 52 degrees, 43 minutes 20 seconds East, along the Southeasterly line of said Plum Grove Estates Unit No. 4, 8.0 feet; thence South 37 degrees, 16 minutes, 40 seconds East, 280.0 feet; thence South 52 degrees, 43 minutes, 20 seconds West, 4.0 feet; thence North 38 degrees, 05 minutes 46 seconds West, 280.03 feet to the place of beginning, in Cook County, Illinois.

Tax Identification Numbers: 07-12-201-020

07-12-201-002

07-01-200-055

07-01-200-056

08-06-100-006

Property Address: 2000 - 2060 Algonquin Road

Schaumburg, Illinois

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PREPARED BY AND UPON  
RECORDATION RETURN TO:

Steven N. Zaris  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

THIS SPACE RESERVED FOR RECORDER'S  
USE ONLY.

PRUDENTIAL SECURITIES CREDIT CORPORATION

- and -

TRACY CROSS & ASSOCIATES, INC.

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

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