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This instrument was prepared by and, after recording, return to Scott D. Gudmundson MELTZER, PURTILL & STELLE 1515 East Woodfield Rd. Suite 250 Schaumburg, Illinois 60173-5431

98195706

Permanent Real Estate Index Nos.:

Street Address: 1723 Benson Avenue Evanston, Illinois

SUBORDINATION AND ATTORNMENT AGREEMENT

Re: Evanston Athletic Club Loan

This Agreement is made and entered into this ___ day of April, 1997, by and between CLEM, INC., an Illinois corporation ("Tenant"), EVANSTON BENSON LIMITED PARTNERSHIP, an Illinois limited partnership ("Landlord"), and FIRSTAR BANK ILLINOIS, an Illinois banking corporation ("Mortgagee").

RECITALS

Tenant entered into that certain Lease (as hereinafter defined), attached as Exhibit B hereto, whereby Tenant leases the premises described in said Lease from the Landlord, which premises are hereinafter referred to as the "Leased Premises," and are situated upon certain real estate legally described in Exhibit A attached hereto and made a part hereof ("Real Estate"); said lease together with any amendments, assignments or modifications thereof, whether now or hereafter existing, shall be hereinafter referred to as the "Lease"; and

There has been executed and delivered by Landlord to Mortgagee, a Mortgage and Security Agreement relating to the Real Estate ("Mortgage") and an Assignment of Rents and Leases relating to the Real Estate, each encumbering the Real Estate; and

*Original Agreement (1) sent to
Firm for Bank
1723 Benson Ave
Evanston, IL 60122-5431*



*3/27
11-
m/v*

Mortgagee, as a condition to making the loan secured by the Mortgage, has requested the execution of this Agreement, and Landlord and Tenant are willing to execute this Agreement, in accordance with the terms and conditions of the Lease, to induce Mortgagee to make the loan;

ACCORDINGLY, in consideration of the mutual covenants and agreements herein-contained and in consideration of Ten and No/100 (\$10.00) Dollars, by each of the parties hereto paid to the other, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. Tenant acknowledges and agrees that (i) the Lease is in full force and effect and there is no existing default thereunder, and (ii) no rents have been prepaid except as provided for in the Lease, and except for rights or obligations existing under the Lease, Tenant does not now have or hold any claim against the Landlord which might be set off or credited against future accruing rents.

2. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the Real Estate, and to all renewals, modifications, consolidations, replacements, and extensions thereof, with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease, to the full extent of the principal sum secured thereby and interest accrued and from time to time unpaid thereon.

3. Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or any other loan documentation given to the Mortgagee in support of and secured by the Mortgage, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction directs otherwise.

4. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant as a party defendant in any foreclosure proceeding so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease, ~~or any of its obligations to the Mortgagee separate and apart from the Lease~~. Furthermore, Mortgagee agrees that so long as Tenant is current in its payment of rent and so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease, Mortgagee shall not disturb Tenant's right to use and possession of the Leased Premises. The provisions of this paragraph shall be binding upon the successors and assigns of mortgagee.

5. In the event that the Mortgagee or its designee or a purchaser at any foreclosure sale shall succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees from and after such event to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of any portion or all of the Real Estate of which the Leased Premises constitutes a part, all rights and obligations under the Lease



Handwritten initials and a date '5/21/97' are present next to the stamp.

to continue as though the interest of Landlord has not terminated or such foreclosure proceeding had not been brought, and the Tenant shall have the same remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under said documents against the Landlord; provided, however, that the Mortgagee, designee or purchaser shall not be:

- (a) liable for any act or omission of any prior landlord (including the Landlord);
- (b) subject to any offsets or defenses which the Tenant might have against any prior Landlord (including the Landlord);
- (c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
- (d) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

Nothing herein shall diminish or impair the rights of Tenant under the Lease, including:

6. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

7. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

8. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Mortgagee to Tenant shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant at:

CLEM, INC.
c/o Earl M. Dodge
150 Evergreen Lane
Winnetka, Illinois 60201

or to such other address as Tenant may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by Tenant to Mortgagee shall be deemed to have been properly given if served in person or if sent by United States

without limitation, the right of Tenant to terminate the Lease under paragraph 29 z .



Handwritten initials: gnd



Handwritten initials: gnd

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registered or certified mail, return receipt requested, postage prepaid, addressed to Mortgagee at:

FIRSTAR BANK ILLINOIS
30 North Michigan Avenue
Chicago, Illinois 60602
Attention: Todd B. Younger

or to such other address as Mortgagee may from time to time designate by written notice to Tenant given as herein required. Notice, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when personally delivered or three (3) days after the time such notice, demand or requests shall be deposited in the mails.

9. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations and liabilities of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned; and provided further, that the interest of Tenant under this Agreement may not be transferred or assigned, by operation of law or otherwise, without Mortgagee's, or its successors' or assigns' prior written consent.

The parties hereto have executed this Agreement the day and year first above written.

TENANT:

CLEM, INC., an Illinois corporation

By: Earl M. Dodge
Earl M. Dodge, President

LANDLORD:

EVANSTON BENSON LIMITED
PARTNERSHIP, an Illinois limited partnership

By: Benjamin L. Kadish
Benjamin L. Kadish, a general partner

By: Patrick J. Cunningham
Patrick J. Cunningham, a general partner

MORTGAGEE:

FIRSTAR BANK ILLINOIS, an Illinois banking corporation

By: Todd B. Younger
Todd B. Younger, Vice President

ATTEST:

By _____
Its _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Jill Diann Tierney a Notary Public in and for said County, in the State aforesaid, do hereby certify that EARL M. DODGE, as President of CLEM, INC., an Illinois corporation ("Tenant"), who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument as President of said Tenant, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Tenant, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11th day of ^{April}~~January~~ 1997.



Jill Diann Tierney
NOTARY PUBLIC

My Commission expires: November 8, 1999

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, McHoward, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PATRICK J. CUNNINGHAM and BENJAMIN L. KADISH, each as general partners of EVANSTON BENSON LIMITED PARTNERSHIP, an Illinois limited partnership ("Landlord"), who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such General Partners of said Landlord, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act as General Partners of Landlord, and as the free and voluntary act of the Landlord, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22 day of ^{April}~~January~~, 1997.

McHoward
NOTARY PUBLIC

(SEAL)

My Commission expires: _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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MORTGAGEE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, McHoward, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY THAT TODD B. YOUNGER, the Vice President and
 , the of FIRSTAR BANK ILLINOIS, an
Illinois banking corporation ("Bank"), who is personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such Vice President and
 , appeared before me this day in person and acknowledged that they signed,
sealed and delivered said instrument as their own free and voluntary act, and as the free and
voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 22 day of April, 1997.

McHoward
NOTARY PUBLIC

My commission expires: _____

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EXHIBIT A

Legal Description

LOT 15 and 16 IN NORTHWESTERN UNIVERSITY RESUBDIVISION OF BLOCK 17 N THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 11-18-126-004

COMMON ADDRESS: 1723 Benson Avenue
Evanston, Illinois

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EXHIBIT B

The Lease

That certain Lease, dated May 15, 1996 between Landlord and Tenant.

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