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THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Deborah L. Bilotti, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Chicago, Illinois 60601



199901258 Cook Co. &

**SUBORDINATION, ATTORNMEN AND
NON-DISTURBANCE/ESTOPPEL AGREEMENT**

THIS SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE/ESTOPPEL
AGREEMENT (this "Agreement"), dated this ____ day of July, 1999, between
~~Maie Laundry Service Midwest - L.P.~~ a Limited Partnership ("Tenant"), and LaSalle Bank
National Association, a national banking association, its successors and assigns ("Mortgagee"),
having its principal place of business at 135 South LaSalle, Chicago, IL 60603, Attention: Real Estate
Capital Markets.

RECITALS:

I. Tenant is the lessee under that certain lease executed between Tenant and University
Center Associates, an Illinois limited partnership ("Landlord"), dated October 26, 19
93 (the lease and all amendments thereto are hereinafter referred to as the "Lease"), covering
all or a portion of property legally described in Schedule I attached hereto and made a part hereof (the
"Property").

II. Mortgagee is making a loan (the "Loan") to Landlord which is secured, in part, by the
lien of a mortgage or deed of trust executed and delivered by Landlord to Mortgagee encumbering
the Property (the "Mortgage") and an assignment of leases and rents from the Property.

III. As a condition to making the Loan, Mortgagee requires that Tenant enter into this
Agreement.

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:

A. Tenant hereby represents, acknowledges and agrees as follows:

1. The Lease has not been amended, modified or extended except as
follows: None

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2. The Lease does not contain any options to purchase and/or lease additional space, rights of first refusal to purchase and/or lease additional space or any similar provisions regarding acquisition of ownership interests or additional leased space in the building except as follows: None
3. The term of the Lease commenced on January 1, 1994 and will terminate on January 1, 2001
4. The current monthly rent payment under the Lease is \$ N/A. Rent has been paid through _____, 19____. No advance rents have been prepaid except for the current month.
5. In addition to monthly rent payments, the following amounts are also payable on a percentage basis for the following purposes: 50% of store revenues
6. The improvements described in the Lease have been completed and accepted by Tenant.
7. The security deposit under the Lease is currently \$ None
8. Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
9. Tenant is in full and complete possession of the premises demised under the Lease, such possession having been delivered by the Landlord pursuant to the Lease and having been accepted by the Tenant.
10. The Lease is in full force and effect, Tenant has no existing claims, defenses or offsets under the Lease against Landlord, no uncured default exists under the Lease, and no event has occurred that would, except for the lapse of time, the giving of notice or both, constitute a default.
11. No cancellation, modification, amendment, extension, or assignment of the Lease, and no subletting or prepayment of more than one month's rent shall be made without LaSalle's prior written consent.
12. All rent payments shall be paid as provided under the Lease until Tenant has been otherwise notified by LaSalle or its successor and assign. Tenant agrees that, upon receipt of a notice from LaSalle or its successor or assign that there has been a default by Landlord under the Loan Documents, Tenant shall make all subsequent rent payments directly to LaSalle (or its successor or assign).

or at the direction of LaSalle (or its successor or assign). All prepayments of more than one month's rent and any and all termination fees paid by Tenant, or at Tenant's direction, shall be payable jointly to Mortgagee and Landlord.

13. Tenant will not look to Mortgagee or its successors or assigns for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to LaSalle.
 14. The guaranty of the Lease, if any, is in full force and effect.
 15. Tenant will deliver to LaSalle a copy of all notices Tenant delivers to or receives from Landlord in accordance with the notice provision set forth herein.
- B. The Lease 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.
- C. In the event Mortgagee elects to foreclose the Mortgage, Mortgagee will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Mortgagee's prior written consent and is not in default under the Lease.
- D. In the event that Mortgage shall succeed to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Mortgagee's prior written consent, Mortgagee agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Mortgage shall not be:
1. liable for any act or omission of Landlord or any prior landlord under the Lease;
 2. subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord;
 3. bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;
 4. bound by any amendment or modification of the Lease made without Mortgagee's prior written consent; or

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5. liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent Mortgagee has actually received said security deposit.
- E. Upon Mortgagee's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Mortgagee or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Mortgagee or any subsequent owner, Tenant shall execute a new lease with Mortgagee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.
- F. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Mortgagee of such default and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Mortgagee shall have such longer time as may be necessary to cure the default; provided that Mortgagee commences the cure within such period and diligently pursues the cure thereafter).
- G. This agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.
- H. This Agreement can be modified only in writing duly executed by both parties.
- I. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To LaSalle:	LaSalle Bank National Association 135 South LaSalle Street Suite 1260 Chicago, Illinois 60603 Attn: Real Estate Capital Markets
To Tenant:	Coinmach Corporation for Macke Laundry Service Midwest - L.P. <u>124 B. Messner Drive</u> <u>Wheeling, Illinois 60090</u>

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or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

- J. If any action or proceeding is instituted to enforce the terms hereof, the prevailing party in such action or proceeding shall be entitled to reasonable attorneys' fees, costs and expenses of the prevailing party.
- K. This Agreement, and all obligations of Tenant hereunder, shall terminate upon the release and satisfaction of the Mortgage.
- L. The undersigned representative of Tenant certifies that he/she has full power, authority and right to execute and deliver this Agreement on behalf of Tenant and to bind Tenant to the provisions hereof.
- M. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

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

TENANT: COINMACH CORPORATION

Macke Laundry Service Midwest - L.P.

By: 

Name: Daniel K. Thomas

Its: Regional Vice President

MORTGAGEE:

LaSalle Bank National Association, a national banking association

By: 

Name: Julie A Goodman

Its: AVP

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JOINDER

As an inducement for LaSalle to execute and deliver this Agreement and close the Loan referenced herein, _____, a _____, the Guarantor of Tenant's obligations under the Lease, hereby (i) acknowledges and consents to the terms of the Agreement, and (ii) agrees to assume all of Tenant's liability arising under the Agreement with respect to a breach by Tenant of any of its obligations contained in the Agreement.

By: _____
Name: _____
Its: _____

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

On 8-18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared JULIE A. GOODMAN, personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as AVP of LaSalle Bank National Association, a national banking association, 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.

Judy E. Everson
Notary Public

[SEAL]

My commission expires: 07/25/2000



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STATE OF Illinois)
)
COUNTY OF Cook)

SS.

On August 3, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel K. Thomas, personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as Reg. Vice Pres. of / of Macke Laundry Service Midwest - L.P., ~~the general partner or managing member of~~ 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.

Judith L. Newkirk
Notary Public

[SEAL] "OFFICIAL SEAL"
Judith L. Newkirk
Notary Public, State of Illinois
My Commission Expires 01/25/01

My commission expires: 1/25/00

Cook County Clerk's Office

SCHEDULE I**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot, piece, tract, or parcel of land, lying, being, and situate in the State of Illinois, County of Cook, as follows:

PARCEL 1

Lots 61 to 106, inclusive, and Lots 111 to 120, inclusive, in Thomas Stinson's Subdivision of Block 48 of Canal Trustees Subdivision of the West Half and the West Half of the Northeast Quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

PARCEL 2

Lots 1 to 5, inclusive, in Tierney and Brennan's Subdivision of Lots 107, 108, 109 and 110, in Block 48 of Canal Trustees Subdivision, aforesaid.

PARCEL 3

Lots 3, 4 and 13 to 60, inclusive, 64 to 76, inclusive, (except the North 18 feet of Lots 74 to 76 and except the North 18 feet of the West 14 feet of Lot 73), in the Subdivision of Block 49 of Canal Trustees Subdivision of the West Half and the West Half of the Northeast Quarter of said Section 17.

PARCEL 4

Lots 1 through 6 and the three-foot private walkway adjoining said lots in the Subdivision of Lots 61 to 63 in the Subdivision of Block 49 of Canal Trustees Subdivision, aforesaid.

PARCEL 5

Lots 1 to 7, inclusive, and the private alleys adjoining said Lots 1 to 7 in the Subdivision of Lots 1 and 2 in Block 49 in said Canal Trustees Subdivision.

PARCEL 6

Lots 1 to 19, inclusive, in Oliver's Subdivision of Lots 5 to 12, inclusive in Block 49 in Canal Trustees Subdivision, aforesaid.

PARCEL 7

All of the vacated East-West twelve-foot alley lying South of and adjoining Lots 81 to 100, inclusive, in Thomas Stinson's Subdivision of Block 48 in Canal Trustee's Subdivision, aforesaid.

UNOFFICIAL COPY**PARCEL 8**

All of the vacated East-West sixteen-foot alley lying South of and adjoining Lots 29 through 44 in the Subdivision of Block 49 in Canal Trustees Subdivision.

PARCEL 9

All of the vacated East-West sixteen-foot alley lying North of and adjoining Lots 45 through 60 in the Subdivision of Block 49 in Canal Trustees Subdivision.

PARCEL 10

All of the vacated North-South twenty-foot alley lying East of and adjoining the East lines of Lots 1 through 9, 10 through 13, and Lot 19 and the East line thereof extended North, in Oliver's Subdivision of Lots 5 to 12 in Block 49 in Canal Trustees Subdivision.

PARCEL 11

All of the vacated East-West sixteen-foot alley lying South of and adjoining Lot 13 in said Oliver's Subdivision.

PARCEL 12

That part of vacated West Grenshaw Street, lying West of the West line of South Loomis Street, extended North and South, and lying East of the East line of South Laflin street, extended North and South.

PARCEL 13

That part of vacated West Grenshaw Street, lying east of the East line of South Ashland Boulevard, as widened, extended, and West of the West line extended, of South Laflin Street.

P.I.N. _____

Common Address: Coinmach Corporation for
Make Laundry Service Midwest - L.P.
124 B. Messner Drive
Wheeling, Illinois 60090