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1999-02-24 13:59:24
Cook County Recorder 29.00



THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

H. Jeffrey McCown, Esq.
ABN AMRO North America, Inc.
135 S. LaSalle Street
Suite 925
Chicago, Illinois 60674

PERMANENT INDEX NUMBERS:

12-11-104-001 through 030

PROPERTY ADDRESS:

Vacant land commonly known as
8740 W. Gregory
Chicago, Illinois

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

This Agreement is made as of the November 1, 1998, by and among ABN AMRO INFORMATION TECHNOLOGY SERVICES COMPANY, INC. (the "Tenant"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (as successor to ASSOCIATED BANK), as trustee under trust agreement dated June 10, 1997 and known as Trust No. 1954 (the "Landlord"), and ASSOCIATED BANK, an Illinois banking association (the "Lender").

A. Tenant is the tenant under a certain Ground Lease dated as of August 1, 1998 (the "Lease") between Landlord and Tenant, pertaining to real estate commonly known as 8740 W. Gregory, Chicago, Illinois and more specifically described on Exhibit A attached hereto and the buildings and improvements located thereon (the "Property").

B. Lender has made a loan in the amount of \$600,000 (the "Loan") to Landlord secured by the Property, and the parties desire hereby to evidence the subordination of the Lease and non-disturbance thereof as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Subordination. Landlord, Tenant and Lender hereby agree and acknowledge that the Lease, and all of Landlord's and Tenant's respective rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to the certain Mortgage dated June 19, 1997 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 24, 1997 as Document No.97-456004 (the "Mortgage").

2. Attornment. If Lender or any other party succeeds to the rights of Landlord under the Lease (the "Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of

BOX 333-CTI

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foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, Tenant agrees that (i) that it shall attorn to, and be liable to and recognize Successor Landlord as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease and (ii) thereafter, it shall make payments of rent (minimum, basic, percentage, additional or otherwise) to Successor Landlord, and otherwise perform all of Tenant's obligations set forth in the Lease.

3. Nondisturbance. So long as Tenant shall pay rent as provided in the Lease and otherwise perform its obligations thereunder, Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage, including, without limitation, the following: (i) Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, (ii) Tenant shall not be evicted from the Property and (iii) Tenant's rights to use and possession under the Lease shall not be affected in any way by reason of the subordination or any modification of or default under the Mortgage.

4. Rent Payments. Tenant agrees that, after the date hereof, rent shall not be paid more than one month in advance without the prior consent of Lender.

5. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the day and year first above written.

ABN AMRO INFORMATION TECHNOLOGY SERVICES COMPANY, INC.

By: [Signature]
Its: President

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as trustee as aforesaid

By: [Signature]
Its: Trust Officer

ASSOCIATED BANK

By: [Signature]
Its: Vice President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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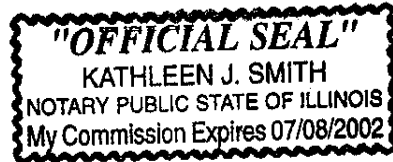
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen J. Smith, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Sam Halim, personally known to me and known by me to be the President of ABN AMRO INFORMATION TECHNOLOGY SERVICES COMPANY, INC., in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of February, 1999.

Kathleen J. Smith
Notary Public

My Commission Expires: 7/8, 2002, 1999



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JOSEPH F SOCHACKI, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Susan Mock, personally known to me and known by me to be the Trust Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as trustee as aforesaid, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of January, 1999.

Joseph F. Sochacki
Notary Public

My Commission Expires: 09/25/2001, 1999



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kelly Burns, a Notary Public in and for said County in the State aforesaid, do hereby certify that Peter Koulogeorge, personally known to me and known by me to be the Vice President of ASSOCIATED BANK, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of January, 1999.

Kelly Burns
Notary/Public

My Commission Expires: 4/27, ~~1999~~ 2000



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Exhibit A

Legal Description

Lots 16 to 45, both inclusive, in Chicago's Forest Ridge Estates, being a subdivision of the North 1/2 of the Northwest 1/4 of Section 11, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Street Address: 8740 W. Gregory
Chicago, Illinois

P.I.N.: 12-11-104-001 through 030

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