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WR File No. 08792.17100

Address: 2434 and 2454 West Dempster
Des Plaines, Illinois



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Cook County Recorder of Deeds
Date: 03/15/2008 10:58 AM Pg: 1 of 7

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS AGREEMENT made effective as of the 23 day of February, 2006, by and between **Leader Messenger**, a(n) ILLINOIS corporation, with its principal offices at 2434 Dempster, Suite 108, Des Plaines, Illinois 60016 ("Tenant"), and **BANKFINANCIAL, F.S.B.**, a federal savings bank ("Lender"), whose mailing address is 15W060 North Frontage Road, Burr Ridge, Illinois 60527, and/or its participants, successors or assigns.

WITNESSETH:

- A. WHEREAS, by Lease dated October 1996 (hereinafter referred to as the "**Lease**"), Bank Financial, F.S.B., as trustee u/t Agreement dated 2/3/2006 and known as Trust No. 010880 ("**Landlord**") leased and rented to Tenant a portion of the real property commonly known as 2434 East Dempster Street, Des Plaines, Illinois, 60016 a legal description of which is attached hereto as Exhibit A (the "**Property**"); and
- B. WHEREAS, Landlord has obtained or will obtain a loan from Lender secured by, among other things, a mortgage on the Property (the "**Mortgage**"), and as a condition to making such loan, it was agreed between Landlord and Lender that Landlord would obtain from Tenant certain written agreements; and
- C. WHEREAS, Tenant and Lender desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interests by means of the following agreement.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Lender agree as follows:

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1. The Lease and the rights of Tenant thereunder are and shall be subject and subordinate to the lien of the Mortgage and to all of the terms, conditions and provisions thereof, to all advances made or to be made thereunder, to the full extent of the principal sum, interest thereon and other amounts from time to time secured thereby, and to any renewal, substitution, extension, modification or replacement thereof, including any increase in the indebtedness secured thereby or any supplements thereto. In the event that Lender or any other person (the Lender, any other such person and their successors and assigns being referred to herein as the "Purchaser") acquires title to the Property pursuant to the exercise of any remedy provided for in the Mortgage or by reason of the acceptance of a deed in lieu of foreclosure, Tenant covenants and agrees to attorn to and recognize and be bound to Purchaser as its new Landlord, and subject to the other terms, provisions and conditions of this Agreement, the Lease shall continue in full force and effect as a direct Lease between Tenant and Purchaser.
2. So long as the Lease is in full force and effect and Tenant shall not be in default under any provision of the Lease or this Agreement, and no event has occurred which has continued to exist for a period of time (after notice, if any, required by the Lease) as would entitle Landlord to terminate the Lease or would cause without further action by Landlord, the termination of the Lease or would entitle Landlord to dispossess the Tenant thereunder:
 - a. the right of possession of Tenant to the Property shall not be terminated or disturbed by any steps or proceedings taken by Lender in the exercise of any of its rights under the Mortgage;
 - b. the Lease shall not be terminated or affected by said exercise of any remedy provided for in the Mortgage, and Lender hereby covenants that any sale by it of the Property pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder.
3. In no event shall Lender or any other Purchaser be:
 - a. liable for any act or omission of any prior landlord;
 - b. liable for the return of any security deposit which has not been delivered to the Purchaser;
 - c. subject to any offsets or defenses which the Tenant might have against any prior landlord;
 - d. bound by any payment of rent or additional rent which the Tenant might have paid to any prior landlord for more than the current month.
4. Tenant agrees to give prompt written notice to Lender of any default by the Landlord under the Lease which would entitle Tenant to cancel the Lease or abate the rent payable thereunder, and agrees that notwithstanding any provision of Lease, no notice of cancellation thereof shall be effective unless Lender has received the notice aforesaid and has failed within 30 days of the date of receipt thereof to cure, or if the

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default cannot be cured within 30 days, has failed to commence and to pursue diligently the cure of the Landlord's default which gave rise to such right of cancellation or abatement. Tenant further agrees to give such notices to any successor-in-interest of Lender, provided that such successor-in-interest shall have given written notice to Tenant of its acquisition of Lender's interest in the Mortgage and designated the address to which such notices are to be sent.

5. Tenant acknowledges that the Landlord has executed and delivered or will execute and deliver to Lender an Assignment of Rents and Leases conveying the rentals under the Lease as additional security for said loan, and Tenant hereby expressly consents to and recognizes such Assignment, and agrees to pay the rent to Lender or its nominee whenever Lender claims or requests the rent under the terms of said Assignment.

6. Tenant agrees that it will not, without the prior written consent of Lender, do any of the following and any such purported action without such consent shall be void as against Lender:

- a. make a prepayment in excess of one month of rent thereunder; or
- b. subordinate or permit subordination of the Lease to any lien subordinate to the Mortgage.
- c. make or enter into any amendment or modification or termination of the Lease.

7. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto. However, Tenant agrees to execute and deliver to Lender or to any person to whom Tenant herein agrees to attorn such other instruments as either shall request in order to effect said provisions.

8. The agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, successors-in-interest and assigns, and, without limiting such, the agreements of Lender shall specifically be binding upon any Purchaser of the Property at foreclosure or otherwise.

9. This agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

10. This agreement may be signed in counterparts.

11. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

12. All notices, statements and other communications to be given under the terms of this agreement shall be in writing and delivered by hand against written receipt or sent by certified or registered mail, return receipt requested, postage prepaid and addressed as

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provided in the first paragraph of this Agreement, or at such other address as from time to time designated by the party receiving the notice.

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IN WITNESS WHEREOF, Tenant and Lender have caused this instrument to be executed as of the day and year first above written.

TENANT:

Leader Messenger

By: *Robert Nemmer*
Name: Robert Nemmer
Its: President

BANKFINANCIAL, F.S.B.

By: *[Signature]*
Name: Slutt Sanghee Kim
Its: Regional Assistant V.P.

AGREED:

LANDLORD:

Bank Financial, F.S.B., as Trustee u/t
Agreement dated 2/3/2006 and known as
Trust No. 010880

By: *Laurie A Henchey*
Name: Laurie A Henchey
Its: Trust Officer

This instrument is executed by *BankFinancial, F.S.B.*, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said *BankFinancial, F.S.B.*, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on *BankFinancial, F.S.B.*

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TENANT:

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me the 1st day of MARCH, 2006,
 by ROBERT NEMMER, the _____ of
 _____, on its behalf.

Chloe Park
 Notary Public



LENDER:

STATE OF Ill)
) SS:
 COUNTY OF Cook)

The foregoing instrument was acknowledged before me the 3rd day of March,
 2006, by SCOTT KIM, of BANKFINANCIAL, F.S.B., a
 federal savings bank, on behalf of the bank.

[Signature]
 Notary Public



LANDLORD:

STATE OF Illinois)
) SS:
 COUNTY OF Cook)

The foregoing instrument was acknowledged before me the 3 day of
March, 2006, by
Bank Financial as Trustee, on its behalf.

Latoria Dumas
 Notary Public



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EXHIBIT "A"

PARCEL 1:

LOTS 4 THROUGH 7, INCLUSIVE AND 30 THROUGH 33, INCLUSIVE, IN ALBERT H. AHRENS HOMESTEAD ACRES SUBDIVISION, OF THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1947 AS DOCUMENT 14126112.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN JOINT DRIVEWAY EASEMENT AGREEMENT BETWEEN GREGORY J. LURVEY AND MARK D. LURVEY AND TARRAGON O'HARE OFFICE PARK INC. DATED JANUARY 30, 2003 RECORDED ON FEBRUARY 14, 2003 AS DOCUMENT 0030216580.

Commonly known as 2434 and 2454 West Dempster, Des Plaines, Illinois

P.I.N.: 09-15-306-005, 09-15-306-006, 09-15-306-007, 09-15-306-008, 09-15-306-025, 09-15-306-026
and 09-15-306-055

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