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**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**

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File Number

05LT2287

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Aurora, IL 60506

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is entered into as of July 7, 2006 among the undersigned **CARMAX AUTO SUPERSTORES, INC.** (together with its successors and assigns being collectively herein referred to as "Tenant"), whose address is 12800 Tuckahoe Creek Parkway, Richmond, Virginia 23238, Attention: Real Estate Department, **GLENCOE CMX OWNER, LLC**, a Delaware limited liability company (together with its successors and assigns herein collectively referred to as "Borrower"), whose address is c/o TSG REAL ESTATE, LLC, 744 N. Wells Street, Chicago, IL 60610, Attention: Wayne R. Hannah III, **GLENCOE CMX MASTER, LLC**, a Delaware limited liability company (together with its successors and assigns herein collectively referred to as "Landlord"), whose address is c/o TSG REAL ESTATE, LLC, 744 N. Wells Street, Chicago, IL 60610, Attention: Wayne R. Hannah III, and **MERRILL LYNCH MORTGAGE LENDING, INC.** (such party together with its successors and assigns including, without limitation, any purchaser at any foreclosure sale of the Mortgage, defined below, being herein collectively referred to as "Lender"), whose address is 250 Vesey Street, 16th Floor, New York, New York 10080.

RECITALS

A. Tenant is the lessee under a lease with Landlord, as successor-in-interest to CAR CMX IL GLEN L.L.C., which, together with any and all modifications and amendments thereto, is completely described on **EXHIBIT "A"** attached hereto and incorporated herein (collectively the "Lease").

B. Borrower, the lessor under a Master Lease (the "Master Lease") with Landlord, has requested Lender to make to Borrower a mortgage loan secured or to be secured by a mortgage or deed of trust from Borrower to Lender (such mortgage or deed of trust collectively together with all renewals, increases, replacements, consolidations, modifications and extensions thereof, the "Mortgage"), covering the property (the "Property") described on **EXHIBIT "B"** attached hereto and incorporated herein wherein the premises covered by the Lease are located.

C. Lender is willing to make the requested mortgage loan, provided Landlord and Tenant executes this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the requested mortgage loan, Tenant and Lender hereby agree and covenant as follows:

1. The Lease and the lien thereof are and shall at all times continue to be subject and subordinate in all respects to the lien of the Mortgage and all rights, privileges and provisions in

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favor of Lender thereunder. Tenant further waives all rights and claims to assert that the Lease or any provision thereof is superior to the lien or to any other provision of the Mortgage.

2. So long as Tenant is not in breach or default (beyond any period in the Lease given to Tenant to cure such breach or default) in the payment of rent or additional sums or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession under the Lease and Tenant's rights and privileges thereunder, or under any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, shall not be diminished or interfered with by Lender acting pursuant to the Mortgage, and Tenant's occupancy shall not be disturbed by Lender during the term of the Lease or any such extensions or renewals thereof in accordance with any extension or renewal options contained in the Lease.

3. If the interests of Borrower in the Property or the Lease shall be acquired by Lender by foreclosure, by deed in lieu of foreclosure or by any other method, and Lender succeeds to the interests of Borrower under the Lease, then provided that and so long as Tenant is not in default (beyond any period in the Lease given to Tenant to cure such breach or default) in the payment of any sums due from Tenant under the Lease or in the performance of any other obligation of Tenant under the Lease, the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated, diminished, interfered with or disturbed except in accordance with the terms of the Lease, and except that Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender were the original lessor under the Lease, and Tenant does hereby attorn to Lender as its lessor, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's succeeding to the interest of Borrower under the Lease; provided, however, that unless otherwise required by applicable law Tenant shall be under no obligation to pay rent to Lender by virtue of this Agreement until Tenant receives written notice from Lender that Lender has succeeded to the interests of Borrower under the Lease or exercised its assignment of rents. Borrower hereby expressly authorizes Tenant to make such payments to Lender and discharges Tenant from any liability to Borrower on account of any such payments. It is the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference for all purposes with the same force and effect as if set forth at length herein.

4. If Lender shall succeed to the interests of Borrower under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's succession to the interests of Borrower under the Lease, have the same remedies against Lender for the breach or default by Lender of any agreement contained in the Lease that Tenant might have had under the Lease against Borrower for Borrower's breach or default; provided, however, that Lender shall not be:

(a) liable for any act or omission of any prior or succeeding landlord (including Borrower); or

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- (b) liable for the return of any security deposit unless actually received by Lender;
- (c) subject to any offsets or defenses which Tenant might have against any prior or succeeding landlord (including Borrower);
- (d) bound by any rent or additional sums which Tenant might have paid for more than one month in advance to any prior or succeeding landlord (including Borrower);
- (e) bound by any agreement, amendment or modification of the Lease or any cancellation or termination of the Lease by any prior landlord (including Borrower), made without Lender's prior written consent;
- (f) liable for the completion of any construction on the Property or tenant improvements to the leased premises commenced, or agreed or represented to by any prior or succeeding landlord (including Borrower); or
- (g) bound by any provision of the Lease restricting the use of other properties owned by Lender, as landlord.

5. Tenant from and after the date hereof shall send a copy of any notice or statement of a breach or default (including matters which, but for the passage of time, the giving of notice, or both, would be a breach or default) under the Lease or any notices or statement of any intention to cancel or terminate the Lease by certified mail, return receipt requested to Lender at the address shown above at the same time such notice or statement is sent to Landlord. Tenant further agrees that, in the event of any act or omission by Landlord or other occurrence which would give Tenant the right to cancel or terminate the Lease or to claim a partial or total eviction (either actual or constructive), or in the event of any other breach or default by Landlord under the terms of the Lease, promptly thereupon, Tenant shall so notify Lender by certified mail, return receipt requested, at the address above.

6. After receipt of notice as provided in paragraph 5 above, Lender shall have the option, within the time periods given to Landlord for cure of any breach or default, to cure any such act, omission, breach, or default of Landlord described in such paragraph 5, including if necessary, the commencement and prosecution of foreclosure proceedings, and Tenant agrees to accept the performance of Lender in lieu of the performance of Landlord and that the Lease shall thereby remain in full force and effect. Tenant shall not exercise any such right to terminate or claim eviction or any other rights or remedies available at law or in equity for default or breach of the Lease or act or omission by Landlord in connection with the Lease, unless and until Tenant has notified Lender as provided in paragraph 5 hereof and until the time for Lender to commence and complete such cure has elapsed.

7. Tenant hereby agrees that for so long as the Mortgage encumbers or is a lien on the Property, or any portion thereof, and thereafter, should Lender acquire the Property, or any portion thereof, no covenant, agreement or other obligation of the Landlord which is to be performed or complied with beyond the boundaries of the Property and no act or omission or

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occurrence which occurs beyond the boundaries of the Property (including, without limitation, any restrictions prohibiting Landlord's or its affiliates or other related persons or entities from competing, operating or leasing in competition with Tenant or to cause or restrict certain actions or activities on other property not encumbered by the Mortgage) shall be a breach or default under the Lease nor permit Tenant to cancel or terminate the Lease or abate or reduce any rent or other sums. Nothing in this Section 7 shall prevent Tenant from seeking or obtaining a restraining order or injunction against such breach, default, act, omission or occurrence or from obtaining a monetary judgment against Borrower or any successor landlord other than Lender for any such breach, default, act, omission or occurrence.

8. In the event the Tenant becomes the owner of the Property or any portion thereof, there shall be no merger of the leasehold interest and the fee interest and the Lease shall remain in existence and, without limiting the foregoing, Lender shall be permitted to collect rent thereunder if a breach or default occurs under the Mortgage or any indebtedness secured thereby or any assignment of leases and/or rents by and/or executed in connection with any of the preceding. Nothing in this Agreement shall be construed to permit a transfer of Tenant's interest not expressly permitted by the Lease.

9. This Agreement may not be amended or modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns including, any applicable, heirs, administrators, legal representatives and executors.

10. Tenant agrees that it will not, without the written consent of Lender, pay rent or any other sums becoming due under the Lease more than one (1) month in advance.

11. Tenant agrees that the Mortgage and the indebtedness secured thereby may be increased, rearranged, renewed, extended, consolidated and modified from time to time by agreement between Borrower and Lender, and Lender may exercise any one or more of its rights under the Mortgage from time to time at Lender's discretion, all without notice to or consent of Tenant, and this Agreement shall continue in full force and effect as to all such renewals, extensions, increases, rearrangements, consolidations and modifications and all such exercises of rights.

12. In no event shall Lender be personally liable as landlord under the Lease either by virtue of any assignment of the Lease, the exercise of any right thereunder or hereunder, the foreclosure of its lien on the Property, the acquisition of the Property or the collection of any rent or other sums under the Lease as Owner or Mortgagee and Tenant shall look solely to the real estate that is the subject of the Lease and to no other assets of Lender for satisfaction of any liability in respect of the Lease; but Tenant shall have reserved to it all other remedies available to it at law or in equity.

13. Except as otherwise described on Exhibit "A" above, the Lease has not been amended or modified and is in full force and effect as originally executed, and there are no side

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letters or other arrangements, whether or not constituting amendments to the Lease, for tenant inducements or otherwise.

14. The Lease is in full force and effect. Neither Borrower nor Tenant is in breach or default under any provision of the Lease nor is Tenant aware of any act, omission or occurrence which, but for the passage of time, the giving of notice, or both, which would constitute a breach or default or would permit the Tenant to terminate the Lease or reduce or abate any rent thereunder. Borrower has complied fully and completely with all of Borrower's covenants, warranties and other obligations under the Lease to the date hereof. Tenant is fully obligated to pay, and is paying, the rent and other sums due from Tenant under the Lease, and is fully obligated to perform and is performing all of the obligations of Tenant under the Lease, without right of counterclaim, offset or other defense.

15. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include the others.

16. This Agreement may not be waived, amended or modified except by subsequent written agreement signed by the party to be bound.

17. The words "breach" and "default" are used interchangeably in this Agreement for convenience of drafting and there is no distinction between the meaning of either word.

18. This Agreement satisfies Borrower's obligation, if any, to provide a subordination, non-disturbance and attornment agreement, or similar document, pursuant to the Lease.

19. This Agreement may be executed in multiple counterparts, each of which shall be an original instrument and which, taken together, constitute one and the same agreement.

20. Any notice, consent or other communication made hereunder shall be in writing and delivered (i) personally, (ii) mailed by certified or registered mail, postage prepaid, return receipt requested or (iii) by depositing the same with a reputable overnight courier service, postage prepaid, for next business day delivery, to the parties at their addresses first set forth above. Notice shall be deemed given when delivered personally, or four (4) business days after being placed in the United States mail, if sent by certified or registered mail, or one (1) business day after deposit with such overnight courier service. Any party can change its address or party to receive notice by giving notice by giving at least fifteen (15) days prior notice to the other parties hereto in accordance with this provision. Tenant agrees to send a copy of any notice or statement under the Lease to Lender at the same time such notice or statement is sent to Landlord.

21. This Agreement shall bind and inure to benefit of the parties hereto and their respective successors and assigns.

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22. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

23. The parties agree that the Lease and the lien thereof shall at all times continue to be superior and senior to the Master Lease. Borrower and Landlord hereby agree that, unless and until notice (a "Borrower Notice") from Borrower is given to Tenant in accordance with the terms hereof advising Tenant that the Master Lease has expired or has been terminated, Tenant shall (subject always to any requirement hereof requiring consent or approval of Lender) be entitled to rely upon notices or other communications given by Landlord as constituting authorized communications by the Landlord under the Lease. Any such communications or notices from Landlord given (a) after the termination or expiration of the Master Lease, but (b) before Tenant's receipt of a Borrower Notice, shall be deemed given by Landlord as authorized agent for Borrower.

24. Landlord and Borrower represent that the property described on Exhibit B attached hereto is the same property as that currently subject to the Lease.

[Remainder of page intentionally left blank.]

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

CARMAX AUTO SUPERSTORES, INC.,
a ~~Delaware~~ corporation
Virginia

By: [Signature]
Name: K. Douglass Moyers
Title: Vice President

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF Henrico :

The foregoing instrument was acknowledged before me this 6th day of July, 2006, by K. Douglass Moyers, as Vice President of CarMax Auto Superstores, a Virginia Corporation, on behalf of the corporation. Inc

Joni C. Delp
Notary Public

My Commission Expires: 11/30/2010

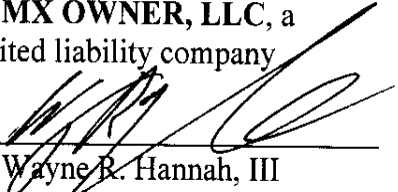
[Signatures continued on the following pages]

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DATE ^{July}
~~June~~ 1, 2006

LANDLORD:

GLENCOE CMX OWNER, LLC, a
Delaware limited liability company

By: 
Name: Wayne R. Hannah, III
Title: President

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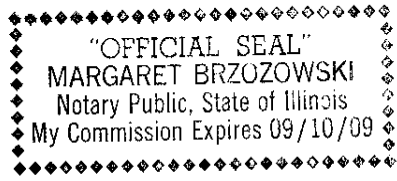
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Margaret Brzozowski, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT **WAYNE R. HANNAH, III**, personally known to me to be the **PRESIDENT**, of **GLENCOE CMX OWNER, LLC**, a Delaware limited liability company, and also known to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such **PRESIDENT**, he signed and delivered the said instrument as the free and voluntary act of **GLENCOE CMX OWNER, LLC**, a Delaware limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of June, 2006.

Margaret Brzozowski
Notary Public



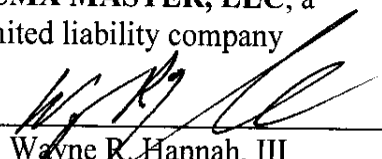
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DATE ~~June~~ ^{July} 1, 2006

MASTER LESSEE

GLENCOE CMX MASTER, LLC, a
Delaware limited liability company

By: 
Name: Wayne R. Hannah, III
Title: President

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Margaret Brzozowski, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT **WAYNE R. HANNAH, III**, personally known to me to be the **PRESIDENT**, of **GLENCOE CMX MASTER, LLC**, a Delaware limited liability company, and also known to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such **PRESIDENT**, he signed and delivered the said instrument as the free and voluntary act of **GLENCOE CMX MASTER, LLC**, a Delaware limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of June, 2006.

Margaret Brzozowski
Notary Public



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Dated: ~~June~~^{July} 27, 2006.

LENDER:

**MERRILL LYNCH MORTGAGE LENDING,
INC., a Delaware corporation**

By: 

Name:

Eli Hattem

Title:

Vice President

Property of Cook County Clerk's Office

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STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the 27 day of June, in the year 2006, before me, the undersigned personally appeared Eli Hagery, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Valencia J...
Signature and Office of individual
taking acknowledgment

NOTARY PUBLIC
STATE OF NEW YORK
JULY 11 2007
COOK COUNTY

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CONSENT OF GUARANTOR

The undersigned, as guarantor of the obligations to the tenant under the Lease, hereby consents to the foregoing.

CARMAX, INC.

By: [Signature]
Name: K. Douglass Moyers
Title: Vice President

STATE OF Virginia

CITY/COUNTY OF Henrico :

The foregoing instrument was acknowledged before me this 6th day of July, 2006, by K. Douglass Moyers, as Vice President of Carmax, Inc., a Virginia Corporation, on behalf of the limited liability company.

Jeri C. Deeph
Notary Public
My Commission Expires: 11/30/2010

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EXHIBIT "A"

TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

The Lease referred to in the foregoing Agreement is a lease agreement made and entered into June 29, 2004, between CAR CMX IL GLEN L.L.C., as lessor, and CARMAX AUTO SUPERSTORES, INC., as lessee.

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EXHIBIT "B"

TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THE PROPERTY

CAR-016
CarMax Glencoe
2000 West Frontage Road
Glencoe, Cook County, IL 60022

PARCEL 1: LOT 1 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "RESUBDIVISION OF LOT 2 OF VILLAGE FRONTAGE SUBDIVISION", A RESUBDIVISION IN THE SOUTH HALF OF THE NORTH HALF OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED AS DOCUMENT NUMBER 001120960

U-13-112 - U-14-000

(SNDA-Glencoe)