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Prepared by +

After recording please return to:
MEMBERS Capital Advisors, Inc.
Attention: Terri Wilhelm, Commercial Mortgage Loan Department
5910 Mineral Point Road
Madison, WI 530705-4456



Doc#: 0626342172 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/20/2006 02:19 PM Pg: 1 of 8

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made this 16th day of August, 2006, by Flawless Financial Mortgage, an Illinois corporation ("Tenant"), for the benefit of CUNA Mutual Insurance Society ("Lender"), and consented to by Barrington Tanglewood, L.L.C., an Illinois limited liability corporation ("Borrower").

WHEREAS, Lender has made, or will make, a loan to Borrower (the "Loan") evidenced by a promissory note (the "Note") by Borrower and payable to the order of Lender, the payment of the Note being secured by a certain deed of trust/mortgage, assignments, security agreements, and other collateral agreements (all such agreements, together with the Note, are collectively referred to as the "Loan Documents");

WHEREAS, Tenant and Borrower are parties to that certain lease agreement (together with all amendments, extensions, and renewals of such lease, the "Lease") for certain premises commonly known as 7302 N. Barrington Road, Hanover Park, Illinois 60103 (the "Premises") in the Borrower's real property (the "Property") that is part of the collateral for the Loan, the Property being more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

WHEREAS, Tenant desires an agreement of Lender not to disturb the Lease, on the terms and conditions hereinafter set forth, and Lender has agreed to provide the same;

WHEREAS, in consideration of Lender's agreement not to disturb the Lease, Lender desires an agreement of Tenant to subordinate the Lease and its rights thereunder to the lien of the Loan Documents and to attorn to Lender in the event Lender exercises its rights and remedies under the Loan Documents including a public sale in foreclosure of the liens created by the Loan Documents, the acceptance of a deed in lieu of such public sale, or any similar transaction (a "Foreclosure"), and Tenant has agreed to provide same;

WHEREAS, these recitals are incorporated in this Agreement and made a part hereof for all purposes.

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

1. Subordination of the Lease. The Lease and all of Tenant's rights thereunder are, and shall remain, expressly subordinate and inferior to the Loan Documents and the liens and security interests created thereby, regardless of how often or in what manner the Note, together with the liens securing the same, and any of the other Loan Documents may be renewed, extended, increased, changed, or altered.

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2. Non-Disturbance. So long as Tenant is not in default in the payment of rent or in the performance of any of Tenant's other obligations under the Lease:

- a. Tenant's possession and occupancy of the Premises and Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Lender or its successors or assigns in the exercise of any of its rights or remedies under the Loan Documents including a Foreclosure; and
- b. Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default by Borrower under the Loan Documents, unless required by applicable law.

3. Tenant's Attornment. In the event of a Foreclosure or in the event Lender succeeds to Borrower's interest as landlord under the Lease, Tenant shall attorn to Lender or to any other purchaser of the Property by the Foreclosure (a "Purchaser"), as the case may be, and shall recognize Lender or such Purchaser as the landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, Borrower, or a Purchaser:

- a. any instrument, certificate, or other document which Lender, Borrower, or a Purchaser may deem necessary or desirable to evidence such attornment; and
- b. any instrument, certificate, or other document pertaining to the Lease and consisting of statements, if true, (1) that the Lease is in full force and effect, (2) the date through which rentals have been paid, (3) the date of the commencement of the term of the Lease, (4) the nature of any amendments or modifications to the Lease, and (5) that no default or state of facts, which with notice, lapse of time, or both would constitute a default, exists on the part of either party to the Lease.

4. Lender's Attornment. In the event of a Foreclosure or in the event Lender succeeds to Borrower's interest as landlord under the Lease and if Tenant is not in default under the Lease and no event has occurred which with notice, lapse of time, or both, would constitute a default under the Lease, then Lender or a Purchaser, as the case may be, shall have all of the landlord's interests, rights, and remedies under the Lease that Borrower had or would have had if Lender or such Purchaser had not succeeded to Borrower's interests. From and after the Tenant's attornment, Lender or such Purchaser shall be bound to Tenant under the Lease; provided, however, Lender or such Purchaser shall not be:

- a. liable for any act or omission of any prior landlord (including Borrower);
- b. bound by any rent or other sums due the landlord under the Lease which Tenant might have paid for more than the current month to any prior landlord (including Borrower);
- c. liable for the return of any security deposit not actually received by the Lender or Purchaser, as applicable;
- d. bound by any amendment, extension, or renewal of the Lease made without Lender's knowledge and consent;

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- e. subject to any offset or defenses which Tenant might have against any prior landlord (including Borrower); or
- f. bound by this Agreement if the Lease has expired.

5. Casualty; Condemnation. Notwithstanding anything to the contrary contained in the Lease, at Lender's option the provisions of the Loan Documents shall control the distribution and application for all insurance proceeds payable with respect to any casualty at the Property and of all awards or other compensation payable for the condemnation of all or any portion of the Property or any interest therein or by way of negotiated settlement or conveyance in lieu of condemnation; provided, however, nothing contained in this Agreement shall require Tenant to pay Borrower or Lender any proceeds that Tenant separately receives for Tenant's separate claims due to such casualty or condemnation.

6. Notice of Landlord's Default. Tenant shall give Lender prompt written notice of any default by Borrower under the Lease and shall provide Lender a copy of any notice that Tenant gives Borrower under or about the Lease, including, without limitation, a notice of Borrower's default or of an occurrence which with notice, lapse of time, or both would constitute a default by Borrower under the Lease. Tenant shall provide such copy to Lender at the same time that Tenant gives such notice to Borrower. The filing of an action for damages or the cancellation or termination of the Lease by Tenant shall be effective only after Lender has received such notice and has failed within thirty (30) days after receipt of same to cure Borrower's default. However, if more than thirty (30) days shall be required due to the nature of the default, Lender shall be allowed to use more than said thirty (30) days to cure said default if within said thirty (30) day period Lender commences and diligently proceeds to cure the default, but in no event shall such date extend later than sixty (60) days after the date of Lender's receipt of the notice of default.

7. Assignment. Tenant acknowledges that Borrower will make an assignment of leases and rents in favor of Lender that will absolutely assign the Lease and the rents thereunder to Lender. If in the future there is a default by Borrower in the performance and observance of the terms of the deed of trust/mortgage, Lender may, at its option under the Assignment, require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by Lender, Borrower hereby authorizes and directs Tenant and the Tenant agrees to pay the rent and any payments due under the terms of the Lease to Lender. The Assignment does not diminish any obligations of Borrower under the Lease or impose any such obligations on Lender.

8. No Abridgment of Borrower's Rights as Landlord. Nothing contained in this Agreement is intended, nor shall it be construed, to abridge or to affect adversely any of Borrower's rights or remedies under the Lease in the event of Tenant's default under the Lease.

9. Notice. Any notice or communication with respect to this Agreement shall be written, sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, or by telefax, and addressed as follows:

To Lender: c/o MEMBERS Capital Advisors, Inc.
 Attention: Terri Wilhelm
 Commercial Mortgage Loan Department
 5910 Mineral Point Road
 Madison, Wisconsin 53705-4456

To Tenant: Flawless Financial Mortgage
 Tracy Williams
 3040 W. 63rd Street
 Chicago, Illinois 60629

Flawless Financial Mortgage
 Nancy Villacorta
 6553 S. Kostner Ave
 Chicago, Illinois 60629

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If given in accordance with the terms of this Paragraph 9, then the notice or other communication will be deemed given as of the date of deposit in an official receptacle of the United States mail. Any party may designate a different address or addressee for purposes of this Paragraph 9 by giving ten (10) days prior written notice of the change to all other parties.

10. Governing Law. The laws of the state of Illinois shall govern the validity and construction of this Agreement.

11. Amendments; Binding Effect. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Specifically, for purposes of this Agreement, the term "Lender" shall include any holder(s) of any of the indebtedness or other obligations secured by the Loan Documents. Tenant agrees that this Agreement shall be in full force and effect, notwithstanding that the date on which Tenant executes this Agreement may precede the making of the Loan and the date of the Loan Documents. Tenant hereby irrevocably makes and appoints Borrower as its agent for the delivery of this Agreement to Lender.

EXECUTED as of the date first written above.

TENANT:
Flawless Financial Mortgage, an Illinois Corporation

By: _____

Name: Tracy

Name: Danysa Agosto

LENDER:

By: MEMBERS Capital Advisors, Inc.,
Its Investment Advisor

Name: Tom Jensen
Title: Director

BORROWER:

AGREED TO AND ACCEPTED:

Barrington Tanglewood, L.L.C.,
an Illinois limited liability company

By: [Signature]

Name: _____

Title: _____

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008324667 D2

STREET ADDRESS:

CITY: HANOVER PARK

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 51-A OF HANOVER GARDENS A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 21 IN HANOVER GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 51-C, 51-D AND 51-B (EXCEPT THAT PART OF LOT 51-B DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 51-B; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID LOT 51-B, BEING ON THE WEST LINE OF BARRINGTON ROAD, SOUTH 00 DEGREES 00 MINUTES 18 SECONDS EAST, A DISTANCE OF 5.04 FEET; THENCE NORTH 47 DEGREES 22 MINUTES 50 SECONDS WEST, A DISTANCE OF 13.59 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 51-B, BEING THE SOUTHERLY LINE OF IRVING PARK ROAD; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHERLY LINE, BEING A CURVED LINE CONVEXED TO THE SOUTHWEST OF 2322.10 FEET IN RADIUS, FOR AN ARC LENGTH OF 10.83 FEET TO THE POINT OF BEGINNING) ALL IN HANOVER GARDENS A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CKA: 7300 - 7350 BARRINGTON RD, HANOVER PARK, ILL.

PIN NO: 06-25-403-216 THROUGH 06-25-403-220