



Doc#: 0708633069 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/27/2007 12:23 PM Pg: 1 of 10

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Steven Bright, Esq.
Levenfeld Pearlstein
400 Skokie Boulevard
Suite 700
Northbrook, Illinois 60062

(9 af9)

**SUBORDINATION, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

This Agreement is dated as of March 13, 2007 and is made by and between **Barrington Partners, LLC** ("Tenant") and **FIRST MIDWEST BANK** ("Lender").

P R E A M B L E:

Pursuant to that certain Lease more fully described on Exhibit B attached hereto (said lease, as amended, and as may from time to time be amended, modified, substituted, extended, renewed or restated shall be referred to as the "Lease"), IHP Arlington Heights LLC ("Landlord"), the owner of the property more fully described on Exhibit "A" attached hereto ("Property"), leased to Tenant the portion of the Property described in the Lease. Landlord has requested Lender to provide financing (the "Financing") from time to time to Landlords, which Financing shall be secured by the Property. Lender has agreed to provide such Financing so long as, among other things, this Agreement is entered into by Tenant.

NOW, THEREFORE, in consideration of the foregoing, to induce Lender to provide the Financing to Landlord and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Representations Regarding Lease.** Tenant represents and warrants to Lender that (a) Tenant is in possession of the Property; (b) except as described on Exhibit B hereto, there have been no changes, modifications, alterations or amendments to the Lease; (c) no default or event of default (howsoever such terms are defined) exists under the Lease; (d) all parties to the Lease are in full compliance with the terms and provisions of the Lease; (e) all rent and other payments required to be paid by Tenant under the Lease as of the date of this Agreement have been paid in full; and (f) Tenant has no offsets or defenses to Tenant's performance under the Lease.

2. **Attornment.** Tenant covenants and agrees to attorn to Lender or any other purchaser at any foreclosure sale of the Property as its new landlord and upon such event the Lease shall continue in full force and effect as a direct lease between the Tenant and Lender or such other person, upon all terms, covenants, conditions and agreements set forth in the Lease; provided, however, that in no event shall Lender or such third person be (a) liable for any act or omission of the Landlord; (b) subject to any offsets or deficiencies which the Tenant might be entitled to assert against Landlord; (c) bound by any payment of rent or additional rent made by the Tenant to Landlord for more than one month in advance; or (d)

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bound by any amendment or material modification of the Lease after the date of this Agreement made without the consent of Lender.

3. Subordination of Lease. Tenant covenants and agrees that all of Tenant's right, title and interest in and under the Lease is and shall be subordinated to the lien or interest of Lender in and to the Property, and to all right, title and interest granted to Lender in and to the Property, in the same manner as if the Lease had been executed after execution, delivery and recording of Lender's interest in the Property.

4. Nondisturbance. Lender covenants and agrees that in the event that Lender or any other person exercises any of its rights, powers or remedies pursuant to any agreement, instrument or document relating to the financing with respect to the Property, and Lender or any other person acquires title to the Property pursuant to the exercise of any such right, power or remedy, and provided that the Tenant is not then in default under the Lease, then Tenant's leasehold shall not be disturbed by Lender's or any third parties' exercise of any of such rights, powers or remedies.

5. Amendment; Modifications. This Agreement may not be modified other than by agreement in writing signed by Lender and Tenant, or by their respective successors in interest.

6. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lender and its successors and assigns, and be binding upon Tenant and its successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Agreement.

8. Governing Laws. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the internal laws, and not the conflict of laws provisions, of the State of Illinois.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the day and year first set forth above.

FIRST MIDWEST BANK

By: *Alan Holman*

Title: VICE PRESIDENT

By: _____

Title: _____

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the day and year first set forth above.

FIRST MIDWEST BANK

By: _____

Title: _____

Barrington Partners / Sperry Van Ness

By: *Kevin M. Lynch*

Title: *President*

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TENANT

If a corporation:

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT _____, Kevin M. Lynch, and _____, _____, of _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, Kevin M. Lynch and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own 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 13th day of March 2007.



NOTARY PUBLIC

My Commission Expires: 6-16-08

[S E A L]



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LENDER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Chris J. Holyoak Vice-President, of First Midwest Bank personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice-President, appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March 2007.

Michelle E. Crockett
NOTARY PUBLIC



My Commission Expires

[SEAL]

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EXHIBIT A
LEGAL DESCRIPTION

See following 2 pages.

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STREET ADDRESS: 2355 S. ARLINGTON HEIGHTS ROAD
 CITY: ARLINGTON HEIGHTS COUNTY: COOK
 TAX NUMBER: 08-16-401-021-0000 & 08-16-401-022-0000

LEGAL DESCRIPTION:**PARCEL 1:**

THE NORTH 76.83 FEET OF THE SOUTH 104.41 FEET OF LOT 4, TOGETHER WITH THAT PART OF THE WEST 182.08 FEET LYING NORTH OF SAID SOUTH 104.41 FEET AND LYING SOUTH OF THE NORTH 175.00 FEET OF LOT 4, ALL AS MEASURED ALONG AND PERPENDICULAR TO THE WESTERLY LINE THEREOF, IN AUGUST BUSSE'S DIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS BY ORDER ENTERED JANUARY 20, 1994 IN CASE NO. 93L50915 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 76.83 FEET OF THE SOUTH 104.41 FEET OF SAID LOT 4; THENCE ON AN ASSUMED BEARING OF NORTH 7 DEGREES 01 MINUTES 35 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 277.08 FEET TO THE SOUTH LINE OF THE NORTH 175.00 FEET OF SAID LOT 4; THENCE SOUTH 82 DEGREES 53 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 175.00 FEET OF SAID LOT 4, A DISTANCE OF 16.00 FEET; THENCE SOUTH 7 DEGREES 01 MINUTES 35 SECONDS WEST, ALONG A LINE 16.00 FEET NORMALLY DISTANT EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 277.08 FEET TO THE SOUTH LINE OF THE NORTH 76.83 FEET OF THE SOUTH 104.41 FEET OF SAID LOT 4; THENCE NORTH 82 DEGREES 53 MINUTES 55 SECONDS WEST, ALONG SAID SOUTH LINE OF THE NORTH 76.83 FEET OF THE SOUTH 104.41 FEET OF SAID LOT 4, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 4 (EXCEPTING THE SOUTH 104.41 FEET THEREOF, AND ALSO EXCEPTING THAT PART OF THE WEST 182.08 FEET LYING NORTH OF SAID SOUTH 104.41 FEET AND LYING SOUTH OF THE NORTH 175.00 FEET OF SAID LOT 4, AND ALSO EXCEPTING THE NORTH 175.00 FEET OF THE WEST 165.08 FEET OF SAID LOT 4, ALL AS MEASURED ALONG AND PERPENDICULAR TO THE WESTERLY LINE OF SAID LOT 4) IN AUGUST BUSSE'S DIVISION OF PARTS OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS BY ORDER ENTERED APRIL 22, 1994 IN CASE NO. 94L50128 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE ON AN ASSUMED BEARING OF SOUTH 26 DEGREES 24 MINUTES 20 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 13.45 FEET; THENCE NORTH 63 DEGREES 24 MINUTES 45 SECONDS WEST, ALONG A LINE 13.45 FEET NORMALLY DISTANCE SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 249.44 FEET TO THE EAST LINE OF SAID WEST 165.08 FEET OF LOT 4; THENCE NORTH 7 DEGREES 01 MINUTES 35 SECONDS EAST, ALONG SAID EAST LINE OF THE WEST 165.08 FEET OF LOT 4, A DISTANCE OF 14.27 FEET TO THE NORTHERLY LINE OF SAID LOT 4; THENCE SOUTH 63 DEGREES 24 MINUTES 45 SECONDS EAST, ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 254.18 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE FOREGOING DESCRIBED PARCEL 1 AND 2 ABOVE, A TRACT LYING EASTERLY OF A LINE DRAWN ON THE NORTH LINE OF SAID TRACT, SAID POINT BEING 238.93 FEET EAST OF THE NORTH MOST CORNER OF SAID TRACT, AS MEASURED ALONG THE NORTH LINE THEREOF, TO A POINT ON THE SOUTH LINE OF THE NORTH 76.83 FEET OF THE SOUTH 104.41 FEET OF LOT 4, AFORESAID, SAID POINT BEING 288.44 FEET EATERLY OF THE SOUTHWEST CORNER OF SAID TRACT, AS MEASURED ALONG THE SOUTH LINE THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 (TAKEN AS A TRACT) AS CREATED BY DEED RECORDED DECEMBER 7, 1973 AS DOCUMENT NO. 22566267 FOR INGRESS AND EGRESS OVER THE NORTH 24 FEET OF THE SOUTH 27.58 FEET OF LOT 4, AS MEASURED ALONG THE WESTERLY LINE THEREOF, (EXCEPT THE WESTERLY 16 FEET TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF

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ILLINOIS BY ORDER ENTERED APRIL 29, 1994 IN CASE NO. 93L50754) IN AUGUST BUSSE'S DIVISION OF PARTS OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED PURSUANT TO MUTUAL EASEMENT AGREEMENT RECORDED ON DECEMBER 12, 1973 AS DOCUMENT NO. 22566268, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A NON-EXCLUSIVE, PERPETUAL AND PERMANENT EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY THE RECIPROCAL EASEMENT AND USE RESTRICTION AGREEMENT RECORDED APRIL 11, 2002 AS DOCUMENT 0020413218, AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT AND USE RESTRICTION AGREEMENT RECORDED APRIL 11, 2002 AS DOCUMENT 0020420409. AND FURTHER AMENDED BY SECOND AMENDMENT TO RECIPROCAL EASEMENT AND USE RESTRICTION AGREEMENT RECORDED DECEMBER 7, 2005 AS DOCUMENT 0534134111, FOR THE PURPOSE OF CROSS ACCESS FOR VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE PRIVATE DRIVE, SOMETIMES REFERRED TO UNOFFICIALLY AS TONNE DRIVE, OVER THAT PART PARCEL 1 AND 2 ABOVE, TAKEN AS A TRACT LYING EASTERLY OF A LINE DRAWN ON THE NORTH LINE OF SAID TRACT, SAID POINT BEING 238.93 FEET EAST OF THE NORTH MOST CORNER OF SAID TRACT, AS MEASURED ALONG THE NORTH LINE THEREOF, TO A POINT ON THE SOUTH LINE OF THE NORTH 76.83 FEET OF THE SOUTH 104.41 FEET OF LOT 4, AFORESAID, SAID POINT BEING 288.44 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID TRACT, AS MEASURED ALONG THE SOUTH LINE THEREOF, IN COOK COUNTY, ILLINOIS.

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Exhibit B

Lease entered into on April 16, 2002
by and between Arlington Office Group
Inc. as landlord and Barrington Partners LLC
as tenant for the premises known as
Suite 200 of the property commonly
known as 2355 S. Arlington Heights Road,
Arlington Heights, IL.

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