



PREPARED BY,  
RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Doc#: 0712033035 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/30/2007 07:58 AM Pg: 1 of 6

[Law Firm] THE NATIONAL BANK  
[Address] P.O. BOX 747  
Attention: KATHLEEN LUEBKE  
(Site Name: ELGIN, IL) 60121

(Space above this line for recorder's use)

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made as of the 10th day of January, 2007, among Village Bank & Trust, ("Lender"), Oakwood Properties Group, LLC, a ("Lessor"), and THE National Park. ("Lessee").

**RECITALS**

A. Lessor and Lessee are the parties to an Office Lease Agreement ("Lease") dated December 8, 2006, between Lessor and Lessee, of premises located at 1800 McDonough Road, Hoffman Estates, Illinois ("Lessor's Property"), and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Lender intends to make, or has made, a loan to Lessor. This loan is to be, or was, secured by a mortgage or deed of trust on the Lessor's Property recorded on July 28, 2005 as Instrument No. 0520933190 in the Official Records of the County Recorder of Cook County ("Trust Deed").

C. Lessee has agreed to attorn to the beneficiary of any Trust Deed given by Lessor that may encumber the Lessor's Property as Lessee's Lessor under the Lease in the event of a foreclosure of Lessor's interest, provided that Lessee receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of the portion of the Lessor's Property leased by the Lessee ("Leased Premises"), pursuant to the terms of the Lease, as long as the Lessee is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Lessee's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Lender thereunder.

CTI A001935912BM

bhc

# UNOFFICIAL COPY

2. **Consent.** Lender consents to the Lease and to the Lessee's use and occupancy of the Leased Premises under the Lease.

3. **Nondisturbance, Foreclosure and Attornment.**

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Lessor's Property, by reason of any foreclosure of the Trust Deed, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Lessee and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the Lessor under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Lessor under the Lease, Lessee does hereby agree to attorn to Lender or such other purchaser as Lessee's Lessor. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. As long as Lessee is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Lessee in Lessee's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof or in the enjoyment of Lessee's rights under the Lease.

4. **Modifications.** This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

5. **Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto.

6. **Attorneys' Fees.** If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the choice of law rules thereof.

# UNOFFICIAL COPY

LENDER:  
[Signature]  
a \_\_\_\_\_

By: VILLAGE BANK & TRUST  
Name: TODD BIRCH  
Title: VP

LESSOR:

Oakwood Properties Group LLC,  
an Illinois Limited Liability Company

By: [Signature]  
Name: [Signature]  
Title: President

LESSEE:

THE National Bank,  
a National Banking Corporation

By: [Signature]  
Name: R. SCOTT REWING  
Title: Sr. V.P.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

On January 10, 2007 before me, Todd M. Birch  
personally appeared \_\_\_\_\_

\_\_\_\_\_, personally known to me  
(~~or proved to me on the basis of satisfactory evidence~~) to be the persons whose names are  
subscribed to the within instrument and acknowledged to me that they executed the same in their  
authorized capacities, and that by their signatures on the instrument the persons, or the entity  
upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Katrin Ganjani*

[Seal]



STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

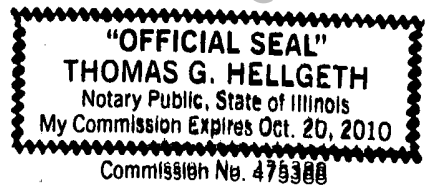
On January 9, 2007 before me, John T. Girardi  
personally appeared \_\_\_\_\_

\_\_\_\_\_, personally known to me  
(~~or proved to me on the basis of satisfactory evidence~~) to be the persons whose names are  
subscribed to the within instrument and acknowledged to me that they executed the same in their  
authorized capacities, and that by their signatures on the instrument the persons, or the entity  
upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Thomas G. Hellgeth*

[Seal]



# UNOFFICIAL COPY

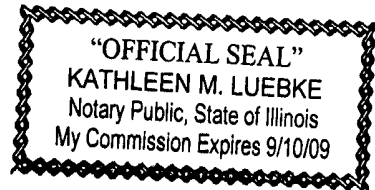
STATE OF Illinois )  
 ) ss.  
COUNTY OF Kane )

On January 18, 2007 before me, R. SCOTT REINING  
\_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me ~~(or~~  
~~proved to me on the basis of satisfactory evidence)~~ to be the persons whose names <sup>is</sup> subscribed  
to the within instrument and acknowledged to me that <sup>he</sup> they executed the same in their <sup>res</sup> authorized  
capacities, and that by <sup>his</sup> their signatures on the instrument the persons, or the entity upon behalf of  
which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Kathleen M. Luebke

[Seal]



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit "A"

### Legal Description of Lessor's Property

THAT PART OF LOT 1 IN POPLAR CREEK SURGICAL CENTER, BEING A SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1993 PER DOCUMENT NUMBER 93973544, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 29 MINUTES 56 SECONDS WEST, ALONG THE EAST LINE SAID LOT 1, A DISTANCE OF 501.00 FEET TO A POINT; THENCE SOUTH 62 DEGREES 50 MINUTES 18 SECONDS WEST, A DISTANCE OF 163.71 FEET TO A POINT; THENCE NORTH 00 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 30 MINUTES 04 SECONDS WEST, A DISTANCE OF 90.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 29 MINUTES 56 SECONDS WEST, A DISTANCE OF 125.50 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 04 SECONDS WEST, A DISTANCE OF 202.46 FEET TO A POINT; THENCE NORTH 00 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 218.75 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 50 DEGREES 00 MINUTES 28 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 312.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 30 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 199.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 1800 MCDONOUGH ROAD, HOFFMAN ESTATES, ILLINOIS 60192

PIN: 06-09-200-016, 06-09-200-018