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STEPHEN M. ALDERMAN
GARFIELD & MEREL, LTD.
223 WEST JACKSON BLVD., SUITE 1010
CHICAGO, IL 60606

COMMON ADDRESS:
SEE EXHIBIT A

TAX IDENTIFICATION NOS.
SEE EXHIBIT A

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By 5247103

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SUBORDINATION, NON-DISTURBANCE,
ATTORNEY AND ESTOPPEL AGREEMENT

CHICAGO TITLE INS. CO.

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SUBORDINATION, NON-DISTURBANCE, ATTORNMEN AND ESTOPPEL AGREEMENT

TENANT: Fuller's Market & Lube Center, Inc.

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT (this "Agreement") is entered into by and among Fuller's Market & Lube Center, Inc., an Illinois corporation ("Tenant"), whose address is 5620 S Bernard Ave Countryville and Peaceful Oaks Family Limited Partnership, an Illinois limited partnership, ("Landlord"), whose address is 9124 W. 47th St., Brookfield, IL 60513, and Hinsdale Bank and Trust Company, ("Lender"), whose address is 25 W. First Street, Hinsdale, IL 60521.

WITNESSETH:

WHEREAS, Landlord is the owner in fee simple of the real property described in Exhibit A attached hereto, together with the improvements thereon (the "Property");

WHEREAS, Landlord or its predecessor and Tenant have entered into a certain Lease (as the same may have been or may hereafter be amended, modified, renewed, extended or replaced, the "Lease"), dated January 3, 2009, leasing to Tenant all of the Property (the "Premises");

WHEREAS, Lender has agreed to make a mortgage loan to Landlord in the original principal amount of \$8,525,000 (the "Loan"), which will be evidenced by Landlord's Promissory Note in such amount (the "Note") and secured by, among other things, a certain Mortgage and Security Agreement (the "Security Instrument") and a certain Assignment of Leases and Rents (the "Assignment of Leases") encumbering the Property, which Security Instrument and Assignment of Leases are to be recorded contemporaneously herewith;

WHEREAS, Lender, Landlord and Tenant desire to confirm their understanding with respect to the Lease and the Loan and the rights of Tenant and Lender thereunder.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, Tenant hereby subordinates and subjects the Lease and the leasehold estate created thereby and all of Tenant's rights thereunder to the Security Instrument and the liens thereof and all advances and rights of Lender thereunder and to any and all renewals, modifications, consolidations, replacements and extensions thereof, as fully and as if the Security Instrument and all of its renewals, modifications, consolidations, replacements and extensions had been executed, delivered and recorded prior to execution of the Lease. Without affecting the foregoing subordination, Lender may, from time to time: (a) extend, in whole or in part, by renewal or otherwise, the terms of payment or performance of any obligation secured by the

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Security Instrument; (b) release, surrender, exchange or modify any obligation secured by the Security Instrument, or any security for such obligation; or (c) settle or compromise any claim with respect to any obligation secured by the Security Instrument or against any person who has given security for any such obligation.

2. Non-Disturbance. If, at any time, Lender or any person or entity or any of their successors or assigns who shall acquire the interest of Landlord under the Lease through a foreclosure of the Security Instrument, the exercise of the power of sale under the Security Instrument, a deed-in-lieu of foreclosure, an assignment-in-lieu of foreclosure or otherwise (each, a "New Owner") shall succeed to the interests of Landlord under the Lease, Lender or its successors or assigns may by written notice to Tenant terminate the Lease no not less than thirty (30) days notice and until it does so, so long as the Lease is then in full force and effect, Tenant complies with this Agreement and no default or event that, with the passage of time or giving of notice, or both, would constitute a default (collectively, a "Default") on the part of Tenant exists under the Lease, the Lease shall continue in full force and effect as a direct lease between the New Owner and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease and the right of termination granted in this sentence, for the balance of the term thereof. Tenant hereby agrees to attorn to and accept any such New Owner as landlord under the Lease and to be bound by and perform all of the obligations imposed by the Lease, and Lender, or any such New Owner of the Property, agrees that except as provided in the proceeding sentence rejecting the right to terminate Lease it will not disturb the possession of Tenant and will be bound by all of the obligations imposed on the Landlord by the Lease; provided, however, that any New Owner shall not be:

(a) liable for any act or omission of a prior landlord (including Landlord) arising prior to the date upon which the New Owner shall succeed to the interests of Landlord under the Lease; or

(b) subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord) arising prior to the date upon which the New Owner shall succeed to the interests of Landlord under the Lease; or

(c) bound by any rent or additional rent which Tenant might have paid in advance to any prior landlord (including Landlord) for a period in excess of one (1) month or by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord), except to the extent that such New Owner actually comes into exclusive possession of the same; or

(d) bound by any assignment (except as permitted by the Lease), surrender, release, waiver, cancellation, amendment or modification of the Lease made without the written consent of Lender; or

(e) responsible for the making of any improvement to the Property or repairs in or to the Property in the case of damage or destruction of the Property or any part thereof due to fire or other casualty or by reason of condemnation unless such New Owner shall be obligated

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under the Lease to make such repairs and shall have received insurance proceeds or condemnation awards sufficient to finance the completion of such repairs; or

(f) obligated to make any payment to Tenant except for the timely return of any security deposit actually received by such New Owner.

Nothing contained herein shall prevent Lender from naming or joining Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Security Instrument to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy, but such naming or joinder shall not be in derogation of the rights of Tenant as set forth in this Agreement. Tenant agrees Lender may name it in such action or proceedings for the purpose of terminating Tenant's rights under Lease.

3. Cure by Lender of Landlord Defaults. Tenant hereby agrees that from and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate or cancel the Lease or to claim a partial or total eviction, or to abate or reduce rent, Tenant will not exercise any such right until it has given written notice of such act or omission to Lender, and Lender has failed within thirty (30) days after both receipt of such notice by Lender and the time when Lender shall have become entitled under the Security Instrument to remedy the same, to commence to cure such act or omission within such period and thereafter diligently prosecute such cure to completion, provided that in the event Lender cannot commence such cure without possession of the Property, Tenant will not exercise any such right if Lender commences judicial or non-judicial proceedings to obtain possession within such period and thereafter diligently prosecutes such efforts and cure to completion; further, Tenant shall not, as to Lender, require cure of any such act or omission which is not susceptible to cure by Lender.

4. Payments to Lender and Exculpation of Tenant. Tenant is hereby notified that the Lease and the rent and all other sums due thereunder have been assigned to Lender as security for the Loan. In the event that Lender or any future party to whom Lender may assign the Security Instrument notifies Tenant of a default under the Security Instrument and directs that Tenant pay its rent and all other sums due under the Lease to Lender or to such assignee, Tenant shall honor such direction without inquiry and pay its rent and all other sums due under the Lease in accordance with such notice. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender or any such assignee without incurring any obligation or liability to Landlord, and Tenant is hereby instructed to disregard any notice to the contrary received from Landlord or any third party.

5. Limitation of Liability. Lender shall not, either by virtue of the Security Instrument, the Assignment of Leases or this Agreement, be or become a mortgagee-in-possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the interest of Landlord in the Premises, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement. In addition, upon such acquisition, Lender shall have no obligation, nor incur any liability, beyond Lender's

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then equity interest, if any, in the Premises. Furthermore, in the event of the assignment or transfer of the interest of Lender under this Agreement, all obligations and liabilities of Lender under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom Lender's interest is assigned or transferred.

6. Notice. Any notice, demand, statement, request, 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 FedEx or another reputable private courier service, postage prepaid, for next business day delivery, to the parties at their addresses first set forth above and 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 private courier service. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other parties hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses to any other address within the United States of America. 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.

7. Miscellaneous.

(a) In the event of any conflict or inconsistency between the provisions of this Agreement and the Lease, the provisions of this Agreement shall govern; provided, however, that the foregoing shall in no way diminish Landlord's obligations or liability to Tenant under the Lease. Lender's enforcement of any provisions of this Agreement or the Security Instrument shall not entitle Tenant to claim any interference with the contractual relations between Landlord or Tenant or give rise to any claim or defense against Lender with respect to the enforcement of such provisions.

(b) Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

(c) Tenant agrees that it will not subordinate the Lease to the lien of any mortgage or deed of trust other than the Security Instrument for so long as the Security Instrument shall remain a lien on the Property.

(d) This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent of Lender.

(e) The captions appearing under the paragraph number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

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(f) If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

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

(h) This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.

(i) This Agreement cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of Tenant, Landlord or Lender, but only by an agreement in writing signed by the party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

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(j) This Agreement cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of Tenant, Landlord or Lender, but only by an agreement in writing signed by the party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth adjacent to their signatures below to be effective as of the date of the Security Instrument.

Date: January 8, 2009

TENANT:

FULLER'S MARKET & LUBE CENTER, INC.

By: Walter H. Fuller

Name: Walter H. Fuller

Title: President

Date: January 8, 2009

LANDLORD:

PEACEFUL OAKS FAMILY LIMITED PARTNERSHIP

By: W/B Fuller, Inc., an Illinois corporation,
Its General Partner

By: Walter H. Fuller

Name: Walter H. Fuller

Title: President

Date: January 8, 2009

LENDER:

HINSDALE BANK AND TRUST COMPANY

By: Michael J. Milojan

Name: Michael J. Milojan

Title: SVP

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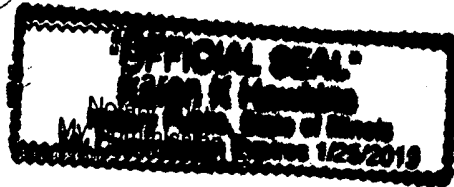
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Karen Hawkins, a Notary Public in and for the County and State aforesaid, do hereby certify that Walter H Fuller, the President of Fuller's Market & Lube Center personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of January, 2009.

Karen Hawkins
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, Karen Hawkins, a Notary Public in and for the County and State aforesaid, do hereby certify that Walter H. Fuller, the President of W/B Fuller Corp., the general partner of Peaceful Oaks Family Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of January, 2009.

Karen Hawkins
Notary Public

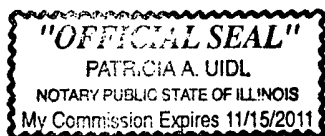
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, PATRICIA A. UIDL, a Notary Public in and for the County and State aforesaid, do hereby certify that MICHAEL J. MILLIGAN, the SENIOR VICE PRESIDENT of Hinsdale Bank and Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of JANUARY, 2009.

Patricia A Uidl
Notary Public



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EXHIBIT A

PROPERTY DESCRIPTION



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THAT PART OF THE 70 ACRES SOUTH OF PLAINFIELD ROAD OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE WEST 50 ACRES THEREOF (EXCEPT THE SOUTH 1372.0 FEET THEREOF AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO TOWN OF LYONS FOR ROAD) BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE WESTERLY RIGHT OF WAY LINE OF BRAINARD AVENUE INTERSECTS WITH THE SOUTHERLY RIGHT OF WAY LINE OF PLAINFIELD ROAD; THENCE SOUTH WESTERLY A DISTANCE OF 213.74 FEET TO A POINT; THENCE SOUTH AND PARALLEL TO THE WESTERLY RIGHT OF WAY LINE OF BRAINARD AVENUE A DISTANCE OF 109.96 FEET TO A POINT; THENCE EAST A DISTANCE OF 182.27 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF BRAINARD AVENUE; THENCE NORTH ALONG THE WESTERLY RIGHT OF WAY LINE OF BRAINARD AVENUE A DISTANCE OF 213.80 FEET TO THE POINT OF BEGINNING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF PLAINFIELD ROAD, IN COOK COUNTY, ILLINOIS.

(EXCEPT THAT BEGINNING AT A POINT WHERE THE WESTERLY RIGHT OF WAY LINE OF BRAINARD AVENUE INTERSECTS WITH THE SOUTHERLY RIGHT OF WAY LINE OF PLAINFIELD ROAD; THENCE SOUTH ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING 40 FEET SOUTHWESTERLY OF THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE 40 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

18-17-207-006

5626

S. Brainard Ave
Countryside IL

CLERK'S Office