



0915412078

INSTRUMENT PREPARED BY:  
JAMES A. HASIER  
MARTIN & KARCAZES, LTD.  
161 N. Clark St. - Suite 550  
Chicago, IL 60601

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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/03/2009 11:07 AM Pg: 1 of 5

MAIL TO:  
EDENS BANK  
3245 W. Lake Avenue  
Wilmette, IL 60091

**SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMEN T AGREEMENT**

This Agreement, made and entered into as of this 12th day of May, 2009, by and between EDENS BANK ("Lender"); SALEM PLAZA LLC, an Illinois limited liability company (hereinafter referred to as "Borrower") and YOUNG BIN IM, doing business as IM'S ACUPUNCTURE & HERBS CLINIC (hereinafter collectively referred to as "Tenant");

**RECITALS**

WHEREAS, Borrower wishes to borrow \$1,000,000.00 from Lender and Lender is willing to lend said sum (the "loan"); and

WHEREAS, Borrower holds title to the real estate commonly known as 3482-3494 Milwaukee, Northbrook, Illinois (hereinafter called the "Property") and legally described as follows:

THE NORTH 200 FEET OF LOT B IN BLOCK 4 IN PLEASANT TREE GARDENS ESTATES, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 2 OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF MILWAUKEE AVENUE (EXCEPT THEREFROM THE NORTH 120 FEET THEREOF AND EXCEPTING THEREFROM THE WEST 360.10 FEET OF THE NORTH 823.60 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN: 04-30-205-003-0000 and 04-30-205-006-0000

WHEREAS, in order to induce Lender to make said loan, Borrower wishes to secure this loan with a first mortgage in favor of the Lender upon the Property; and

WHEREAS, Tenant holds a leasehold interest upon a portion of the Property and by virtue of a lease dated November 8, 2002 (hereinafter called "Lease") between Tenant and Borrower either directly or as successor in interest to the owner at the time the Lease was entered into; and

WHEREAS Lender wishes Tenant to subordinate its leasehold interest in the Property in

*P.S.  
mw*

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favor of the Lender's Mortgage which secures a note in the original principal amount of \$1,000,000.00 (the "Mortgage"); and

WHEREAS Tenant is willing to subordinate its leasehold interest in the Property to the Mortgage.

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

1. Tenant acknowledges and agrees that its leasehold interest in the Property is hereby declared to be subject and subordinate to the mortgage, and any other obligations secured thereby, present or future, and any and all amendments, modifications, renewals, or replacements thereof, and shall remain subordinate to the mortgage interest of the Lender as long as any sums advanced by lender and secured by the Mortgage remain unpaid.

2. Lender does hereby agree that (a) Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease, and during any renewal or extension thereof in accordance with its terms, by reason of any default under the Mortgage, (b) Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, and (c) Tenant shall not be evicted from the Property, nor shall any of Tenant's rights to use and possession under the Lease be affected in any way by reason of the subordination or any modification or default under the Mortgage; provided Tenant shall have performed and shall continue to perform all of the covenants and conditions of the lease to be by it performed and shall not be in default thereunder, after expiration of any applicable cure periods provided in the Lease. However, Lender shall not be liable for any default by Borrower under the lease.

3. In the event Lender shall obtain title to the property through foreclosure proceeding or deed in lieu of foreclosure, Tenant shall attorn to and recognize Lender, its successors and assigns, or any other purchaser at the foreclosure sale, as its substitute Landlord, and, having thus attorned, Tenant's leasehold interest in the property shall not thereafter be disturbed during the term of said leasehold, provided and so long as Tenant is not in default under the terms of the lease. The parties shall execute and deliver, upon request, appropriate agreements of attornment and recognition, but this agreement shall be deemed to be self-operative, and no such separate agreements shall be required to effectuate the foregoing attornment and recognition. Any such attornment and recognition of a substitute Landlord shall be upon the terms, covenants, conditions and agreements as set forth in the lease.

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4. In the event Lender or any other person, party, or entity becomes the owner of the property as a result of a foreclosure sale or deed in lieu of foreclosure, Tenant shall have no claim against Lender or any such other person, party or entity resulting from any act or omission of, and/or breach of the lease by any prior landlord under the lease, including but not limited to Borrower; and the rights of Lender or any such other person, party or entity in the property and the lease shall not be subject to any right of set-off or defense which Tenant may have against any prior Landlord under the lease, including but not limited to the Borrower, for any matter whatsoever, including but not limited the payment of any security deposit.

5. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

6. Tenant acknowledges that it has not prepaid rent and agrees that it shall not prepay rent to Borrower more than one month in advance without the written consent of Lender.

7. Tenant and Borrower acknowledge that Tenant has paid a security deposit under the terms of the lease of no more than one months rent, and Tenant acknowledges and agrees that Lender shall not be liable to Tenant for such security deposit unless the security deposit amount has been tendered to Lender by Borrower.

8. Tenant acknowledges and agrees that as of the date of this Agreement it has performed no leasehold improvements to which it is entitled to a credit pursuant to the terms of the lease and that it will not perform any leasehold improvements for which it will seek a credit under the terms of the lease without the prior written consent of Lender. Tenant acknowledges and agrees that its failure to submit a written request for prior consent to Lender and to obtain that prior written consent from Lender before making any future leasehold improvements shall constitute a waiver of its right to seek a credit from Lender as successor in interest to Borrower, as Landlord under the Lease.

9. Lender acknowledges that it shall agree to apply any insurance proceeds to the restoration of the Property in the event of a casualty.


10. This Agreement shall be construed according to the laws of the State of Illinois.

11. This Agreement may be signed in counterpart.

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IN WITNESS WHEREOF the undersigned has hereunto set its hand, as of the 12th day of May, 2009.

**TENANT:**

  
YOUNG BIN IM, doing business as IM'S  
ACUPUNCTURE & HERBS CLINIC

**LENDER:**

EDENS BANK, Lender


Attest:

\_\_\_\_\_

By:   
Its \_\_\_\_\_

**BORROWER:**



SALEM PLAZA LLC, an Illinois limited liability company

By:   
Sun Ja Im, Manager

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Yunjung Moon, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, YOUNG BIN IM, doing business as IM'S ACUPUNCTURE & HERBS CLINIC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Dated: May 12, 2009

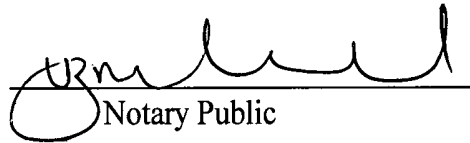
  
Notary Public   
OFFICIAL SEAL  
YUNJUNG MOON  
Notary Public - State of Illinois  
My Commission Expires Dec 02, 2012

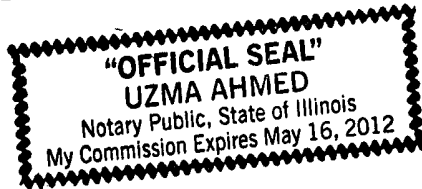
# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Uzma Ahmad, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, \_\_\_\_\_ and Yunjung Moon personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary of Loan Officer EDENS BANK, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

Dated: May 12, 2009


  
\_\_\_\_\_  
Notary Public



State of Illinois        )  
  ) ss.  
County of Cook        )

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that SUN JA IM, known to me to be the same persons whose name is subscribed to the foregoing instrument as the Manger of SALEM PLAZA LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Dated: May 12, 2009

  
\_\_\_\_\_  
Notary Public

