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Subordination and Non-Disturbance Agreement

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:



Julie A. Peterson
Erickson-Faranek-Peterson-Rose
1625 Sherman Road
Northbrook, IL 60062

Doc#: 0927447052 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/01/2009 10:48 AM Pg: 1 of 5

Permanent Index Numbers:
12-02-414-018-0000
12-02-415-001-0000

Property Address:
8303 West Higgins Road
Chicago, IL 60631

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is made as of the 10th day of September, 2009 by and among BANK OF AMERICA, N.A., a national banking association (the "Tenant") and successor in interest to LaSalle Bank National Association, EVANGELICAL COVENANT CHURCH LAND COMPANY, L.L.C., an Illinois limited liability company (the "Landlord") and NATIONAL COVENANT PROPERTIES, an Illinois not for profit corporation (the "Lender").

A. Tenant is the tenant under (i) a certain Office Lease dated as of December 28, 2006 (as the same may be amended from time to time, the "Office Lease") between HIGGINS ROAD, LLC and Tenant, pertaining to the second floor of a six-story office building (the "Building") located on real estate commonly known as 8303 W. Higgins Road, Chicago, Illinois 60631 and more specifically described on Exhibit A attached hereto (the "Property"), and (ii) a certain Retail Lease dated as of December 28, 2006 (as the same may be amended from time to time, the "Retail Lease", and together with the Office Lease, the "Leases") between HIGGINS ROAD, LLC and Tenant, pertaining to a portion of the ground floor of the Building.

B. As of the same date hereof, Landlord has purchased the Property from HIGGINS ROAD, LLC, and the Leases have been assigned to Landlord.

C. As of the same date hereof, the Lender has made a loan in the amount of \$3 million (the "Loan") to Landlord secured by the Property, and the parties desire hereby to

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evidence the subordination of the Leases, non-disturbance and attornment thereof as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Subordination. Landlord, Tenant and Lender hereby agree and acknowledge that the Leases, and all of Landlord's and Tenant's respective rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to the certain Mortgage dated September 10, 2009 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on 0927447050 as Document No. _____ (the "Mortgage"). For purposes of this Agreement, Leases shall be defined as (i) both the Office Lease and the Retail Lease, or (ii) either of them, if an early termination of the Office Lease or Retail Lease has occurred.

2. Lease Superior. Landlord and Tenant hereby acknowledge and agree that Lender shall have the right at any time to elect, by a notice in writing given to Landlord and Tenant, to make the Leases superior to the Mortgage, and, upon the giving of such notice to Landlord and Tenant, the Leases shall be deemed to be prior and superior to such Mortgage and the interest thereby created and evidenced.

3. Attornment. If Lender or any other party succeeds to the rights of Landlord under the Leases (the "Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, Tenant agrees that (i) it shall attorn to and recognize Successor Landlord as the Lessor under the Leases for the balance of the term of the Leases upon and subject to all the terms and conditions of this Agreement and of the Leases and (ii) thereafter, it shall make payments of rent to Successor Landlord and otherwise perform Tenant's obligations set forth in the Leases.

4. Nondisturbance. So long as Tenant shall pay rent as provided in the Leases and otherwise perform its obligations thereunder, Tenant's leasehold estate under the Leases shall not be terminated or disturbed during the terms of the Leases by reason of any default under the Mortgage, including, without limitation, the following: (i) 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 unless such joinder is required by applicable law, (ii) Tenant shall not be evicted from the Property and (iii) Tenant's rights to use and possession under the Leases shall not be affected in any way by reason of the subordination or any modification of or default under the Mortgage.

5. Lender's Right to Cure. In the event of any default by Landlord under the Leases, Tenant shall promptly give notice of such default to Lender (with a copy to landlord) and, in such event and prior to the exercise by Tenant of any of its rights or remedies under the Leases or otherwise with respect to such default, Lender shall have the right, but not the obligation, to cure such default within 30 days following the receipt of such notice (except that if Lender cannot reasonably cure such default within such period of time, such period shall be extended for a reasonable additional period of time (not to exceed 120 days), provided that Lender commences to take action in order to cure such default within such period and proceeds diligently thereafter to effect such cure), and, if Lender does cure such default, then the Leases shall remain in full force and effect. Landlord's notice address is 8303 West Higgins Road, Chicago, Illinois 60631.

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6. Rent Payments. Tenant agrees that, after the date hereof, rent shall not be paid more than one month in advance without the prior consent of Lender.

7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the day and year first above written.

TENANT:

LANDLORD:

BANK OF AMERICA, N.A.

EVANGELICAL COVENANT CHURCH
LAND COMPANY, LLC

By: [Signature]
Name: Natasha Church
Title: ASST VP

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

LENDER:

NATIONAL COVENANT PROPERTIES

By: [Signature]
Name: Stephen B. Dawson
Title: President

Property of Cook County Clerk's Office

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(Tenant)

THE STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

This instrument was acknowledged before me on August 28, 2009, by Malissa Church, Assistant Vice President of Bank of America, N.A., a national banking association, on behalf of said Tenant.

IRWIN FELDMAN
(Notary Public)
Mecklenburg County, NC
My Commission Expires May 20, 2014

Irwin Feldman
Notary Public, State of North Carolina
My Commission Expires: May 20, 2014

(Lender)

THE STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me on September 10, 2009, by Stephen A. Dawson, President of National Covenant Properties, an Illinois not for profit corporation, on behalf of said corporation.

(SEAL)

"OFFICIAL SEAL"
ANTHONY S. CHIONG
Notary Public, State of Illinois
My Commission Expires 07/19/11

ASL
Notary Public, State of ILLINOIS
My Commission Expires: 7/19/11

(Landlord)

THE STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me on September 10, 2009, by Gary B. Walter, President of The Evangelical Covenant Church, the, a Illinois sole member of, on behalf of said company.

(SEAL)

"OFFICIAL SEAL"
ANTHONY S. CHIONG
Notary Public, State of Illinois
My Commission Expires 07/19/11

ASL
Notary Public, State of ILLINOIS
My Commission Expires: COOK
Evangelical Covenant Church Land Company, LLC, an IL limited liability company

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EXHIBIT A TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Legal Description of Property

THAT PART OF LOTS 1 AND 50 AND VACATED NORTH FAIRVIEW AVENUE ADJOINING SAID LOTS 1 AND 50 TAKEN AS A TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE STRAIGHT NORTHERLY AND STRAIGHT EASTERLY LINES OF SAID LOT 50 EXTENDED, THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE AS EXTENDED 87 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE STRAIGHT EAST LINE AFORESAID, 20 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE OF 49.85 FEET, THENCE SOUTHEASTERLY 103.09 FEET TO A POINT IN SAID EASTERLY LINE OF SAID LOT 125.48 FEET FROM THE SAID INTERSECTION OF THE STRAIGHT NORTHERLY AND EASTERLY LINES OF SAID LOT AS EXTENDED; THENCE CONTINUING SOUTHEASTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG SOUTH LINE OF SAID LOT 1 TO SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH ALONG EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST ALONG NORTH LINE OF SAID LOT 1 BEING ALSO THE SOUTH LINE OF HIGGINS ROAD TO THE AFORESAID INTERSECTION OF THE STRAIGHT NORTHERLY AND STRAIGHT EASTERLY LINE OF SAID LOT 50 EXTENDED, THENCE SOUTHWESTERLY TO THE PLACE OF BEGINNING, ALL IN HIGGINS ROAD ADDITION BEING A SUBDIVISION OF LOTS 13, 14 AND 15 IN PENNOYER SUBDIVISION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office