



**CONSENT TO TRANSFER
AND LOAN ASSUMPTION AGREEMENT**

Prepared By and Return To:

John R. Ibach, Esq.
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207



STATE OF ILLINOIS

COUNTY OF COOK

THIS CONSENT TO TRANSFER AND LOAN ASSUMPTION AGREEMENT ("Consent") is entered into effective as of September 1, 2010 (the "Effective Date") among (i) GLENVIEW STATE BANK, having a principal place of business and post office address at 800 Waukegan Road, Glenview, Illinois 60022 ("Lender"); (ii) GLEN OAK PLAZA LLC ("Current Borrower"); (iii) DEVON BANK not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, having its principal place of business and post office address at 6445 North Western Avenue, Chicago, Illinois 60645 ("Current Owner"); (iv) GLEN OAK GLENVIEW, LLC, a Delaware limited liability company ("GOG"), having its principal place of business and post office address at One Independent Drive, Suite 114, Jacksonville, Florida 32202; and (v) REGENCY CENTERS, L.P., a Delaware limited partnership ("RCLP"), having its principal place of business and post office address at One Independent Drive, Suite 114, Jacksonville, Florida 32202 (GOG and RCLP are collectively referred to as the "Proposed Borrower").

*MHC DEC
NMS 11/11/10 Ref #*

17

WITNESSETH:

WHEREAS, Lender provided Current Borrower a loan (the "Loan") in the original principal amount of \$8,000,000.00, such Loan being evidenced by that certain Installment Note made by Current Borrower and dated September 18, 2009 (the "Note"). The Loan is secured by (i) that certain Mortgage, Security Agreement and Fixture Financing Statement dated September 18, 2009 pledged by Current Owner (the "Mortgage"), encumbering the property more particularly described in Exhibit A, attached hereto and incorporated herein (the "Premises") and recorded as Document # 0926733036 of the land records of Cook County, Illinois (the "Land Records"), (ii) that certain Assignment of Leases, Rents and Security Deposits dated September 18, 2009 (the "Assignment of Leases and Rents") recorded as Document # 0926833122 of the Land Records, (iii) that certain Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust made by Current Borrower and Current Owner dated September 18, 2009 (the "Security Agreement"), and (iv) that certain UCC-1 Financing Statement recorded as

First American Title Order #

1708

UNOFFICIAL COPY

Document # 0929250012 of the Land Records (the "UCC"). The Loan is further subject to those certain Subordination, Non-Disturbance and Attornment Agreements listed on Exhibit B attached hereto and incorporated herein (collectively, the "SNDA"). The Note, Mortgage, Assignment of Leases and Rents, Security Agreement, UCC and SNDA are, collectively with this Consent and all other documents executed in connection with the Loan prior to the date hereof, hereinafter referred to as the "Loan Documents"; and

WHEREAS, Current Borrower, Current Owner and Proposed Borrower have requested that Lender consent to the transfer of Current Owner's interest in the Premises to GOG, and Lender will consent to such transfer provided that the Proposed Borrower enters into this Consent assuming Current Borrower's and Current Owner's obligations under the Loan Documents.

NOW, THEREFORE, in consideration of the above premises and of the benefits to be obtained by the covenants contained herein, and for other good, valuable and legal consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Recitals. The Recitals hereinabove are incorporated herein by reference and made a part hereof. Capitalized terms used but not defined herein shall be defined in the Loan Documents.
2. Lender's Consent. Lender hereby consents to the transfer of all of Current Owner's interest in the Premises to GOG. Nothing herein shall in any way be construed to impair or affect the first lien priority of the Mortgage.
3. Assumption of Loan Document Obligations. Proposed Borrower hereby assumes all of Current Borrower's and Current Owner's obligations under the Loan Documents to be observed and performed from and after the Effective Date and to abide by the terms thereof except as otherwise permitted herein to the same extent as would be the case had Proposed Borrower executed the Loan Documents. The assumption of the loan obligations under the Loan Documents by Proposed Borrower includes but is not limited to the assumption of the performance and observation of all of the representations, covenants, promises, undertakings, obligations, terms, indemnities and conditions contained in the Loan Documents which were to be observed or performed by Current Borrower and/or Current Owner. Proposed Borrower shall have personal liability for those obligations under the Mortgage, Assignment of Leases and Rents and SNDA whereas Current Owner may not have had personal liability due to the fact that Current Owner is an Illinois Land Trustee. Nothing contained in this Agreement shall in any way affect the rights of the Lender to enforce the terms of the Loan Documents should an event of default as described in any of the Loan Documents have occurred prior to the Effective Date. Proposed Borrower shall have the right to cure any such event or events of default as provided for in Section 7(d) herein. The Lender certifies that there are no events of default under the Loan Documents and has no knowledge of any event or condition that, with the passage of time, would constitute a default if uncured..

UNOFFICIAL COPY

4. No Waiver. Lender's consent to the transfer of the Premises and assumption of all of Current Borrower's obligations under the Loan Documents by Proposed Borrower shall not be deemed to be a waiver of Lender's requirements for consent to any future transfer.

5. Representations of Current Borrower. Current Borrower and Current Owner represents and warrants to Proposed Borrower that it has no counterclaims, defenses or offsets to any of its obligations under the Loan Documents.

6. Transfer and Release. On the Effective Date, Current Borrower and Current Owner shall be released from all obligations under the Loan Documents with respect to obligations arising from and after (but not prior to) the Effective Date, but Current Borrower and Current Owner shall remain liable to Lender its successors and/or assigns for any environmental indemnity obligations specified in the Mortgage or the existing Environmental Indemnity Agreement for any Hazardous Substances (as defined in the existing Environmental Indemnity Agreement and/or Mortgage) introduced to the Premises prior to the Effective Date, including without limitation any loss or damage to Lender arising from any fraud or willful misrepresentation by or on behalf of Current Borrower or Current Owner regarding the Premises, the making or delivery of any of the Loan Documents or in any materials or information provided by or on behalf of Current Borrower or Current Owner, if any, in connection with the Loan.

7. Amendment to Note.
 - (a) The second full paragraph on page 2 of the Note is deleted in its entirety and replaced with the following:

"The undersigned shall maintain a minimum deposit balance of not less than \$240,000.00 (the "Compensating Deposit Account") with the Bank so long as there are any principal payments and accrued unpaid interest and costs and expenses including attorneys fees and paralegal fees due Bank under the terms of this Note. In the event the undersigned withdraws the funds from the Compensating Deposit Account, the interest rate on the Note for the balance of the term of the Note shall increase to a fixed rate of eight and 95/100 percent (8.95%)."

 - (b) The fourth paragraph on page 2 of the Note is hereby amended to delete the requirement for delivering state income tax returns.

 - (c) The third full paragraph on page 3 of the Note, referencing the Commitment Letter, is hereby deleted in its entirety.

 - (d) The first full paragraph on page 6 of the Note is deleted in its entirety and replaced with the following:

"The undersigned shall have fifteen (15) days after receipt of notice of Default to cure any monetary default provided for in subparagraph (i), (ii), and (xv). The undersigned shall have thirty (30) days after receipt of

UNOFFICIAL COPY

notice of Default to cure any nonmonetary Default under subparagraph (ii), (v), (ix), (xi), (xiii), (xiv) and (xv), provided however, that such notice shall be extended, but not longer than ninety (90) days, in the event the undersigned is diligently pursuing the cure of the Default but the Default is of such a nature that such cure cannot occur within thirty (30) days.”

8. Amendment to Mortgage.

- (a) Section 2.5 of the Mortgage is hereby amended by adding the following sentences after the first sentence of the Section:

"The previous provision to the contrary notwithstanding, in the event the award of damages resulting from condemnation proceedings, exercise of the power of eminent domain or the taking of the Premises for public use is less than \$80,000.00, such award shall be delivered to the Mortgagor in order to use such proceeds to repair and restore any Improvements on the Premises which may be affected by such taking. In the event the Mortgagee uses such award of damages to reduce the indebtedness secured hereby, such prepayment of indebtedness shall not be deemed a prepayment under the Note for purposes of calculating any prepayment premium."

- (b) Section 2.7 of the Mortgage is hereby amended to add the following provisions at the end of the Section:

"The previous provisions to the contrary notwithstanding, the transfer of any interest in GOG shall be permitted so long as, after giving effect to such transfer, at least 25% of the ownership interests in GOG continue to be owned, directly or indirectly, by any one or more of Regency Centers Corporation, a Florida corporation, and/or RCLP (collectively, the "Parent Entities"), and management and control over GOG continues to be vested in one or more of the Parent Entities."

- (c) Section 2.8 of the Mortgage is hereby amended to add the following sentence at the end of the Section:

"The previous provisions to the contrary notwithstanding, in the event the Mortgagor uses its standard form of lease previously submitted to and approved by the Mortgagee, such lease shall be deemed approved by Mortgagee."

- (d) For the notice purposes set forth in Section 4.4 of the Mortgage, the proper address for the Mortgagor shall be One Independent Drive, Suite 114, Jacksonville, Florida 32202, Attention: Legal Department.

- (e) Section 6.5 of the Mortgage is hereby deleted in its entirety.

UNOFFICIAL COPY

9. Amendment to Assignment of Leases and Rents.

- (a) Section 9 of the Assignment of Leases and Rents is hereby amended to add the following provision at the end of this section:

"The previous provision to the contrary notwithstanding, in the event the Assignor uses its standard form of lease previously submitted to and approved by the Assignee, such lease shall be deemed approved by the Assignee."

- (b) Section 20 of the Assignment of Leases and Rents is hereby amended and restated in its entirety as follows:

"Assignor hereby agrees that the occurrence or existence of any of the events or conditions specified in the Note, the Mortgage or any other Financing Loan Document as a "default" or an "event of default," shall constitute an Event of Default hereunder, provided however that the Assignee may not exercise its remedies until the expiration of the applicable notice and cure period for such Default."

- (c) Section 24(h) of the Assignment of Leases and Rents is hereby deleted in its entirety.

10. Amendment to Security Agreement.

- (a) The Security Agreement is hereby modified to delete all references to the collateral assignment of beneficial interest in the Land Trust. The Premises is no longer subject to the Land Trust, and therefore all references to the "Trust," the "Trustee," or the "Trust Agreement" are hereby deleted in their entirety.

- (b) The second full paragraph on page 6 of the Security Agreement is hereby deleted in its entirety.

- (c) The Security Agreement is hereby amended to state that the Secured Party may not exercise its remedies until the expiration of any applicable notice and cure period for a Default under the Note.

11. Assumption Fee and Lender Attorney Fees. As consideration for Lender approving the assumption contemplated herein, the Proposed Borrower has paid an assumption fee in the amount of one percent (1%) of the current outstanding principal balance due under the Note, and shall also pay all attorneys fees and costs incurred by Lender related to the execution of this Agreement.

12. OFAC Compliance. Proposed Borrower and each Person or Entity owning an interest in Proposed Borrower is not and will not be (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation,

UNOFFICIAL COPY

(ii) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Proposed Borrower constitute or will constitute property of, or are or will be beneficially owned, directly or indirectly, by any means any Embargoed Person, defined as: any person, entity or government subject to trade restrictions under applicable U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Proposed Borrower is prohibited by applicable law or Proposed Borrower is in violation of applicable law. No Embargoed Person has or will have any interest of any nature whatsoever in Proposed Borrower (whether directly or indirectly). None of the funds of Proposed Borrower have been or will be derived from any unlawful activity with the result that the investment in Proposed Borrower is prohibited by law or that the Loan Documents and Environmental Indemnity are in or will be in violation of law. Proposed Borrower has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. Proposed Borrower has complied and will continue to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Proposed Borrower has not and will not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Lender under the Loan Documents.

13. Tax Returns of GOG. GOG shall provide the Lender with annual Federal and State Income Tax Returns which must be filed with the Internal Revenue Service and the Illinois Department of Revenue. Copies of the annual Federal and State Income Tax Returns must be delivered to the Lender not later than One Hundred Twenty (120) days after each fiscal year end of GOG.
14. Definition of Borrower, Debtor, Mortgagor and Assignor. From and after the date hereof, wherever there is a reference to the "Borrower" and "Debtor", such term shall thereafter mean and refer to the Proposed Borrower, and wherever there is a reference to the "Mortgagor" and "Assignor", such term shall thereafter mean and refer to GOG.
15. Counterpart Execution. This Consent may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
16. Ratification. Except as herein specifically modified and consented to, the Loan Documents shall remain in full force and effect as written and nothing herein shall in any way be construed to impair or affect the first lien of the Mortgage.

UNOFFICIAL COPY

17. General. This Consent shall be governed by the laws of the state where the Premises is located and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

(The remainder of this page has been intentionally left blank.)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have signed and sealed this agreement as of the date and year above written.

LENDER:

GLENVIEW STATE BANK

By: Mark F. Fretto
Name: MARK F. FRETTO
Title: SENIOR VICE PRESIDENT

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LENDER NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

I, Alice Braun, a Notary Public of Cook County and State of Illinois, do hereby certify that MARK E. FRICHETTO ("Signatory"), personally came before me this day and acknowledged that (s)he is a SENIOR VICE PRESIDENT of GLENVIEW STATE BANK, and that (s)he, as SENIOR VICE PRESIDENT, being authorized to do so, executed the foregoing instrument on behalf of the Bank.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

(I have personal knowledge of the identity of the Signatory); or

(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

a driver's license or

in the form of _____); or

(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that (s)he voluntarily signed the foregoing instrument for the purpose stated in the capacity indicated.

Witness my hand and official stamp or seal this 1st day of SEPTEMBER, 2010.

Alice Braun
Notary Public

ALICE BRAUN
Notary's printed or typed name
[Note: Notary Public must sign exactly as on notary seal]

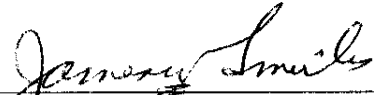
My Commission Expires: 4-20-2011



UNOFFICIAL COPY


CURRENT BORROWER:

GLEN OAK PLAZA LLC, an Illinois limited liability company

By: 
Name: JAMES W. SMIRVES
Title: MANAGER

CURRENT OWNER:

DEVON BANK, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750

By: 
Name: CHRISTINA M. STAUDEN
Title: LAND TRUST OFFICER

All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually are those of its beneficiaries only and no liability is assumed by or shall be asserted against the DEVON BANK personally as a result of the signing of this instrument.

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CURRENT BORROWER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Poville

I, Kina L. Clayton , a Notary Public of Poville County, State of Illinois, do hereby certify that James W. Smiles ("Signatory"), personally came before me this day and acknowledged that (s)he is the manager of GLEN OAK PLAZA LLC, and that (s)he as manager, being authorized to do so, executed the foregoing instrument on behalf of the company.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

 (I have personal knowledge of the identity of the Signatory); or

 ✓ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(check one of the following)

 / a driver's license or

 in the form of); or

 (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that (s)he voluntarily signed the foregoing instrument for the purpose stated in the capacity indicated.

Witness my hand and official stamp or seal this 1st day of September , 2010.

 Kina L. Clayton
Notary Public



Notary's printed or typed name

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 2/13/2010

UNOFFICIAL COPY

CURRENT OWNER ACKNOWLEDGMENT

STATE OF ILLINOIS

CHRISTINA M. SAMROSKI
LAND TRUST OFFICER

COUNTY OF Cook

I, the undersigned, a Notary Public of Cook County, State of Illinois, do hereby certify that _____ ("Signatory"), personally came before me this day and acknowledged that (s)he is a _____ of DEVON BANK, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, and that (s)he as _____, being authorized to do so, executed the foregoing instrument on behalf of the company.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)
 (I have personal knowledge of the identity of the Signatory); or

(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(check one of the following)

a driver's license or
 in the form of _____); or
 (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that (s)he voluntarily signed the foregoing instrument for the purpose stated in the capacity indicated.

Witness my hand and official stamp or seal this 15th day of September, 2010.

[Signature]
Notary Public

Jovan Cepnich
Notary's printed or typed name
[Note: Notary Public must sign exactly as on notary seal]



My Commission Expires: 4/9/2013

UNOFFICIAL COPY

PROPOSED BORROWER:

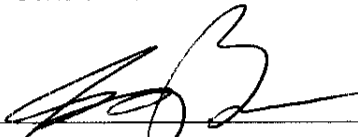
GLEN OAK GLENVIEW, LLC, a Delaware limited liability company

By: Regency Centers, L.P., a Delaware limited partnership

Its: Managing Member

By: Regency Centers Corporation, a Florida corporation

Its: General Partner

By: 

Name: Stuart Brackenridge

Title: Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PROPOSED BORROWER ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

I, ALICE H. RUSSELL, a Notary Public of DALLAS County and State of TEXAS, do hereby certify that STUART BRACKENRIDGE ("Signatory"), personally came before me this day and acknowledged that (s)he is Vice President of Regency Centers Corporation, a Florida corporation, as general partner of Regency Centers, L.P., a Delaware limited partnership, as the managing member of GLEN OAK GLENVIEW, LLC, a Delaware limited liability company, and that (s)he, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of the corporation, partnership and company.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

- (I have personal knowledge of the identity of the Signatory); or
- (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(check one of the following)
 - a driver's license or
 - in the form of _____); or
- (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that (s)he voluntarily signed the foregoing instrument for the purpose stated in the capacity indicated.

Witness my hand and official stamp or seal this 30th day of August, 2010.

Alice H. Russell

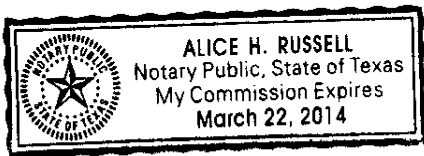
Notary Public

Alice H. Russell

Notary's printed or typed name

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: March 22, 2014



UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF PREMISES**

LOT 1 OF ADINAMIS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH ½ OF LOT 11 IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTIONS 26 AND 27 TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 18 (EXCEPT THE EAST 305.371 FEET THEREOF) IN ASSESSOR'S DIVISION IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 1 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF WAUKEGAN ROAD WITH THE SOUTH LINE OF SAID SECTION 26; THENCE EAST ALONG SAID SOUTH LINE OF SECTION 26, A DISTANCE OF 110.41 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES FROM SAID SOUTH LINE OF SECTION 26, A DISTANCE OF 50 FEET TO THE NORTH LINE OF EAST LAKE AVENUE NOW LOCATED AND ESTABLISHED; THENCE NORTHWESTERLY IN A CURVED LINE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60 FEET AND CENTRAL ANGLE OF 90 DEGREES 23 MINUTES 20 SECONDS A DISTANCE OF 94.61 FEET TO THE EAST LINE OF WAUKEGAN ROAD; THENCE WEST IN A STRAIGHT LINE, A DISTANCE OF 50 FEET TO A POINT ON THE CENTER LINE OF WAUKEGAN ROAD, THENCE SOUTHERLY ALONG SAID CENTER LINE OF WAUKEGAN ROAD TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT RIGHT FOR INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN TRAFFIC AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN JETCO PROPERTIES INC AND DEVON BANK AS TRUSTEE UNDER TRUST NUMBER 2750, RECORDED APRIL 7, 1999 AS DOCUMENTS 99333669.

Address: Shopping Center NE corner of
Lake Ave and Waukegan Rd
Waukegan, IL
Pin: 04-26-409-029-0000

UNOFFICIAL COPY

EXHIBIT B

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENTS

1. That certain Subordination, Non-Disturbance and Attornment Agreement dated December 30, 2009 by and between Glenview State Bank, Devon Bank, an Illinois corporation, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, as Landlord, and Walgreen Co., an Illinois corporation;
2. That certain Subordination, Non-Disturbance and Attornment Agreement dated September 13, 2009 by and between Glenview State Bank, Devon Bank, an Illinois corporation, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, as Landlord, and NorthShore University HealthSystem;
3. That certain Subordination, Non-Disturbance and Attornment Agreement dated September 18, 2009 by and between Glenview State Bank, Devon Bank, an Illinois corporation, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, as Landlord, and Trader Joe's East, Inc., a Massachusetts corporation;
4. That certain Subordination, Non-Disturbance and Attornment Agreement dated September 18, 2009 by and between Glenview State Bank, Devon Bank, an Illinois corporation, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, as Landlord, and Midwest Bank and Trust Company, an Illinois corporation;
5. That certain Non-Disturbance, Attornment and Subordination Agreement dated September 18, 2009 by and between Glenview State Bank and Boston Market Corporation, a Delaware corporation;
6. That certain Subordination, Non-Disturbance and Attornment Agreement dated September 18, 2009 by and between Glenview State Bank, Devon Bank, an Illinois corporation, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, as Landlord, and K&W-Glenview, Inc., an Illinois corporation;
7. That certain Subordination, Non-Disturbance and Attornment Agreement dated September 18, 2009 by and between Glenview State Bank, Devon Bank, an Illinois corporation, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, as Landlord, and Country Classics, Ltd., an Illinois corporation;

UNOFFICIAL COPY

8. That certain Subordination, Non-Disturbance and Attornment Agreement dated September 18, 2009 by and between Glenview State Bank, Devon Bank, an Illinois corporation, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, as Landlord, and Gregory Kaminsky;
9. That certain Subordination, Non-Disturbance and Attornment Agreement dated September 18, 2009 by and between Glenview State Bank, Devon Bank, an Illinois corporation, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, as Landlord, and Kwang Il Kim; and
10. That certain Subordination, Non-Disturbance and Attornment Agreement dated September 18, 2009 by and between Glenview State Bank, Devon Bank, an Illinois corporation, not personally but solely as Trustee under a Trust Agreement dated April 22, 1976 and known as Trust No. 2750, as Landlord, and S&S Noonmark Corporation, an Illinois corporation.