

# UNOFFICIAL COPY



Doc#: 1035010105 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/16/2010 03:56 PM Pg: 1 of 9

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

by and between  
Wells Fargo Bank, National Association, as Lender,  
And  
Anna's Linens, Inc., as Tenant

Property Address: 16795 S. Torrence Ave., Lansing, Illinois

PIN: 30-19-300-019-0000 (Affects Part of PIQ)  
30-19-300-038-0000 (Affects Part of PIQ)  
30-19-300-039-0000 (Affects Part of PIQ)

Prepared by and after recording mail to:

Matthew C. Susman  
Susman, Duffy & Segaloff, P.C.  
59 Elm Street  
New Haven CT 06510



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1 So long as Tenant's rights and privileges under the Lease are recognized as provided in Section 2 below, the Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Tenant in and to the Premises are and shall be subject and subordinate to the lien of the mortgage, and to any renewals, modifications, replacements, consolidations and extensions thereof.

2 In the event of foreclosure of the mortgage or deed of trust, or in the event Lender comes into possession or acquires title to the Premises as a result of the enforcement of foreclosure of the mortgage or deed of trust, or as a result of any other means, Lender agrees to recognize Tenant and all of Tenant's rights and privileges under the Lease, the Lease shall not be terminated, nor shall Tenant's use, possession, or enjoyment of the Premises be interfered with, nor shall the leasehold estate created thereby be affected, and further agrees that Tenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without further action by Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant from the Premises

3 If the interest of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or by any other manner, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term hereof remaining and any extensions or renewals thereof which may be affected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of the Landlord in the Premises. Tenant agrees, however, upon the election of and written demand by Lender within twenty (20) days after Lender receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to Lender, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

4 If the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or by any other manner: (i) Lender shall not be liable for, nor have a duty to cure, any prior default of Landlord, unless such default is of a continuing nature, such as, but not limited to unfulfilled obligations relating to the maintenance and repair of the Shopping Center or the Premises; and (ii) Lender shall not be liable for the return of any sums which Tenant may have paid to Landlord under the Lease as and for security deposits, or rents more than one month in advance, except to the extent that such sums are actually delivered to Lender.

5 Tenant agrees not to pay rent under the Lease more than one (1) month in advance. Tenant further agrees to send Lender notice of any default of Landlord under the Lease which occurs prior to the date the interests of Landlord in the Premises are transferred to and owned by Lender and provide Lender with the same time period to

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cure such default as provided to Landlord. Lender may, but shall not have the obligation to do so, cure such default within the applicable time period.

6 This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein, the term "Tenant" shall include the Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors and assigns, including any one who shall have succeeded to Landlord's interest in the Premises by, through or under any such foreclosure.

7 This Agreement shall not be modified or amended except in writing signed by all parties hereto.

8 The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the context requires.

9 Tenant will only be bound by this Agreement following full execution by all of the parties hereto and the return of a fully executed copy to Tenant, delivered by reputable overnight courier service or sent by certified mail, postage prepaid, return receipt requested, to the following address:

Anna's Linens Inc., a Delaware corporation  
3550 Hyland Avenue  
Costa Mesa, CA 92626  
Att: Lease Administration

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals, the day and year first above written.

TENANT

ANNA'S LINENS, INC.

a Delaware corporation, successor by merger of ANNA'S LINEN COMPANY, a California corporation

By: 

Name: Kathy A. Duff

Its: Director, Property Mgmt/Lease Admin



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LENDER

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]  
Name: W SCOTT THOMAS  
Its: PB WG

LANDLORD

LANSING PARTNERS I, LLC, an Illinois limited liability company

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

Property of Cook County Clerk's Office

TENANT

STATE OF California  
COUNTY OF Orange ss,

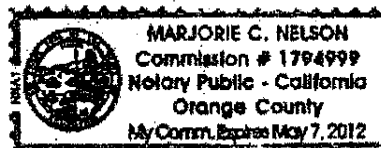
On 11/18/10, before me, Marjorie C. Nelson Notary Public, personally appeared Kathy A. Duff who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marjorie C. Nelson  
Notary Public in and for said County and State

My commission expires: May 7, 2012



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LENDER

WELLS FARGO BANK, NATIONAL ASSOCIATION

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

Name: \_\_\_\_\_

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

LANDLORD

LANSING PARTNERS I, LLC, an Illinois limited liability company

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

Name: \_\_\_\_\_

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

TENANT

STATE OF California )

) ss,

COUNTY OF Orange )

On 11/18/10, before me, Marjorie C. Nelson, Notary Public, personally appeared Kathy A. Duff who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

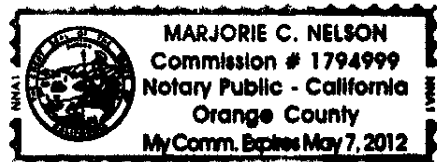
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marjorie C. Nelson

Notary Public in and for said County and State

My commission expires:  
May 7, 2012



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**LENDER**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss,

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me personally known (or proved to me on the basis of satisfactory evidence), to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she is a \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he/she has executed same in their authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal in said County the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said County and State

My commission expires:  
\_\_\_\_\_

**LANDLORD**

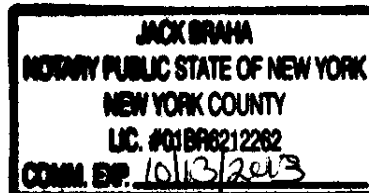
STATE OF New York )  
 )  
COUNTY OF New York ) ss,

On this 9 day of December, 2010, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Eli Gudi, to me personally known (or proved to me on the basis of satisfactory evidence), to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she is a Manager of Lansing Partners I, LLC, and acknowledged to me that he/she has executed same in their authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal in said County the day and year in this certificate first above written.

[Signature]  
\_\_\_\_\_  
Notary Public in and for said County and State

My commission expires:  
10/13/2013





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LENDER

BRIAN BROWN  
Notary Public, State of New York  
No. 01BR6114248  
Qualified in Bronx County  
Commission Expires Aug. 9, 2012

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss,

On this 10<sup>th</sup> day of December, 2010, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared W. Scott Thomas, to me personally known (or proved to me on the basis of satisfactory evidence), to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she is a \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he/she has executed same in their authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal in said County the day and year in this certificate first above written.

Brian Brown  
Notary Public in and for said County and State

My commission expires:  
8-9-2012

LANDLORD

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss,

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me personally known (or proved to me on the basis of satisfactory evidence), to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she is a \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he/she has executed same in their authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal in said County the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said County and State

My commission expires:  
\_\_\_\_\_