## **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

Above Space for Recorder's Use Only

# DOOP OF SUBORDINATION, NON-D'S TURBANCE AND ATTORNMENT AGREEMENT

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

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

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

> 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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#### **UNOFFICIAL COPY**

#### SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

RECORDED BY AND WHEN	)	Space above for Recorder's Use
RECORDED MAIL TO:	)	-
Wells Fargo Bank, National Association	)	
12 East 49 <sup>th</sup> Street, 20 <sup>th</sup> Floor	)	
New York, NY 10017	)	
	)	
	)	

#### SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

#### WITNESSETH:

WHEREAS, the Tenant has entered into a lease dated <u>July 30, 2004</u> as amended (the "<u>Lease</u>"), with Landlord as lessor covering premises (the "<u>Premises</u>") described in more fully in the Lease and incorporated beroin by this reference; and

WHEREAS, the Lender has made (or agreed to make) a Lan to Landlord secured by a mortgage or deed of trust encumbering the Property and as assignment of Landlord's interest in the Lease (said mortgage or deed of trust and assignment of leases, together with any amendments, renewals, increases, modifications, substitutions or consolidations of either of them, collectively, the "Security Instrument"); and

WHEREAS, in connection with such subordination, Lender has been requested by Tenant and by Landlord to enter into a nondisturbance agreement with Tenant;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

- 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.
- 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 incurrent 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 the ancy.
- 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 core, 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.
- 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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#### **UNOFFICIAL COPY**

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 Delawarz 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

TX. 1

Name: Kathy A. Duff

Its: Director, Property Monat Lease Admin

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LENDER	WELLS FARGO BANK, NATIONAL ASSOCIATION
	By:
	Name:
	Its:
LANDLORD	LANSING PARTNERS I, LLC, an Illinois
	limited liability company
TENANT  STATE OF California  COUNTY OF Orange	By: 9/1/
(A)	Name: Eli Good
4	Its: Manager
Op	/
Co	
94	
TENANT	
STATE OF California	Dr.
	) £8.
COUNTY OF Orange	
On , before me	e, Marjorie C. Nelson, Notary Public
	proved to me on the basis of satisfactory evidence, to b
	ibed to the within instrument and acknowledged to me that r/their authorized capacity(ies). and that by his/her/their
•	s), or the entity upon behalf of which the person(s) acted
executed the instrument	
I certify under PENALTY OF PE foregoing paragraph is true and correct.	RJURY under the laws of the State of California that the
toregoing paragraph is true and correct.	
WITNESS my hand and official se	al.
	Notary Public in and for said County and State
My commission expires:	
	,

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LENDER	WELLS FARGO BANK, NATIONAL	•
	ASSOCIATION	
	Die 1/1 / de et Marie	
	Name: W SCUT THOMAS	_
e de la companya de l	Its: PB WG	***
		<del>-</del> ,
LANDLORD	LANSING PARTNERS I, LLC, an Illinois limited liability company	
	Post	
	By: Name:	• .
	Its:	•
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Cof		
4		
TENANT	0,	
STATE OF California	4/2	
Cantolina Cantolina		
COUNTY OF Orange	SS,	
On $11/18/10$ , before	me, Marjorie C. Norson Notary Public	. personally
Porsonies, whose manners is 12/366 2002ct	ibed to the within instrument ud acknowledged theretheir authorized capacity(ies) and that by	
signature(s) on the instrument the ners	on(3), or the entity upon behalf of which the person	nistier@heir
executed the instrument	oracos, or and ourself upon behalf of which the person	on <del>(s)</del> acted,
	·/C-	
I certify under PENALTY OF foregoing paragraph is true and correct.	PERJURY under the laws of the State of Cantorn	nia that the
WITNESS my hand and official	mod	
" ATTITUDE MY HANG AND UTICIAL	mayor c Nesson	
	Notary Public in and for said County ar	nd State
My-campiisejon expires:	The second country at	יי טושוב
11 mg 11 w/c	MARJORIE C. NELSON	<b>)</b>
=	Commission # 1794999	<b>\$</b>

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## **UNOFFICIAL COPY**

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  COUNTY OF Orange	
TENANT	940x
STATE OF <u>California</u>	
COUNTY OF Orange	
On 11/18/10, before me, appeared Kathy A. Duff who proved person(s) whose name(s) is are subscribed they executed the same in higher	Marjorie C. Nelson, Notary Public , personally to me on the basis of satisfactory evidence, to be the d to the within instrument and acknowledged to me that their authorized capacity(10%), and that by instruments), or the entity upon behalf of which the person(s) acted
I certify under PENALTY OF PEl foregoing paragraph is true and correct.	RJURY under the laws of the State of California that the
WITNESS my hand and official sea	Notary Public in and for said County and State
My commission expires:	Home I done in and for said county and blue

MARJORIE C. NELSON Commission # 1794999

Notary Public - California Orange County MyComm. Baptes May 7, 2012

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LENDER
STATE OF
COUNTY OF
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
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.
· C
Notary Public in and for said County and State  My commission expires:
My commission expires:
LANDLORD
STATE OF WY YUK
COUNTY OF WWW WC
On this 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, 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 Pourtners 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.
Notary Public in and for said County and State
My commission expires:
10/13/201
NORMY PUBLIC STATE OF NEW YORK
17838v2 NEW YORK COUNTY
LIC. #01BR6212262
COMM 58. 10/13/2013

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LENDER			Notary 1	BRIAN BROV Public, State C	of New Yor	rk
STATE OF NEW YORK	)			No. 01BR6114 alified in Bronx ssion Expires	County	•
		ss,				
On this day of loce to to and for the said County and State, residir appeared Said County and State, residir appeared Said County evidence), to be the internment and acknowledged he/she has executed same in their authorized cap IN WITTESS WHEREOF, I have here County the day and year in this certificate first a My commission expires:  My commission expires: 8.9 ~ 2012	person(s) v to  pacity.  eunto set i	my hand	personally ne(s) is/are that, and affix	known (or j e subscribed he/she acknowledg	n, person proved to to the w is ed to me	nally o me ithin a of that
LANDLORD						
STATE OF	20					
COUNTY OF		25,				
instrument and acknowledged to me that he/she is  he/she has executed same in their authorized capa  IN WITNESS WHEREOF, I have hereunt	erson(s) where some second sec	to me per	oned and so cally kn e(s) i. /are : of , and ac	worn, persor own (or prov subscribed to knov/elged	nally ved to me the with	e hin
County the day and year in this certificate first about	ove written	ı <b>.</b>				
My commission expires:	Notary I	Public in	and for sai	d County an	d State	