

# UNOFFICIAL COPY

LOAN NUMBER 6806349010



PREPARED BY:  
JAMES B. CARROLL, ESQ.  
7800 W. 95th St, 2<sup>ND</sup> FL East  
Hickory Hills, Illinois 60457  
(708) 430-1300

Doc#: 1106245016 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/03/2011 09:32 AM Pg: 1 of 8

MAIL TO:  
Standard Bank and Trust Company  
PDC Department  
7725 W 95<sup>th</sup> St  
Hickory Hills, IL 60457

Old Republic National Title  
Insurance Company

20 S. Clark Street, Ste 2000  
Chicago, IL 60603  
312-641-7799



## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), is made by and between Standard Bank and Trust Company, not personally but as Trustee under a Trust Agreement dated **October 2, 2002**, and known as **Trust No. 17436**, 7800 West 95th Street, Hickory Hills, IL. 60457 (hereinafter referred to as the "Trustee"), **Mubarak Ibrahim and Sawsan Homs**i (hereinafter referred to as the "Lessor"), **Petroleum Management Team, Inc.** (hereinafter referred to as the "Tenant") Standard Bank and Trust Company (hereinafter referred to as the "Lender"), 7800 West 95th Street, Hickory Hills, IL. 60457 and the Tenant executing this Agreement.

### RECITALS:

- A. Trustee is the owner and holder of fee simple title in and to certain real property (hereinafter referred to as the "Premises"), legally described on **Exhibit "A"** attached hereto and by this reference made a part hereof and assignee of Lessor's interest in and to each Lease for all or part of the Premises; and
- B. Lessor entered into a certain lease, (the "Lease"), demising the entire gas station portion of the Premises commonly known **1401 State St, Chicago Heights, IL 60411-2942** to Tenant which Lease has been assigned to Trustee; and
- C. Trustee has made, executed and delivered to Lender a Mortgage, Security Agreement and Financing Statement (hereinafter referred to as the "Mortgage") of the Premises of the same date of the Note and which Mortgage has been or will be filed for record in the Office of the County Recorder where the Premises are located ("Office") prior or subsequent to the execution of this Agreement to secure a Note payable to Lender; and
- D. As additional consideration for the Note, Trustee has absolutely assigned to Lender the Lease

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by an Assignment of Rents ("Assignment") filed for record in the aforesaid Office prior to or subsequent to the execution of this Agreement; and

- E. Lender requires, as a precondition to providing financing for the Premises, that Tenant subordinate to Lender Tenant's right, title and interest in the Premises;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Lessor and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. The Recitals above are incorporated herein as **Paragraph 1** as if fully restated.
2. Provided Tenant is not in default in the payment of rent, taxes, utility charges or other sums payable by Tenant under the terms of the Lease or under any other provision of the Lease and Tenant is then in possession of the Premises:
  - a). The right of possession of Tenant to the Premises shall not be affected or disturbed by Lender in the exercise of any of Lender's rights and remedies under the Note, the Mortgage or the Assignment, and
  - b). In the event Lender obtains title to the Premises through foreclosure under the Mortgage or otherwise, Tenant agrees to continue occupancy of the Premises under the same terms and conditions of the Lease and will attorn to the Lender, its successors or assigns, to the same extent and with the same force as if Lender were the Lessor under the Lease.
3. Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of Lessor under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Lender were named therein as the Lessor. Lender shall not, by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Lender shall have obtained title to the Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender has obtained title to the Premises.
4. Without Lender's prior written approval, Tenant shall not pay an installment of rent or any part thereof more than **thirty (30) days** prior to the due date of such installment. Unless so approved by Lender, Lender shall not be bound by and shall be entitled to recover from Tenant, as rent under the Lease, any payment of the rent or additional rent made by Tenant to or at the direction of Lessor for more than one month in advance or paid by an amendment or modification of the Lease.
5. After notice is given to Tenant by Lender pursuant to the Assignment, which notice will be given only if Lessor is in default under the terms of the Note and Mortgage aforesaid after expiration of any applicable cure period, that the sums due under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due and to become due to Lessor under the Lease. Lessor hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant of, and from liability to Lessor on account of any such payments.

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6. The Lease and Tenant's leasehold estate created thereby, including all rights and options to purchase the Premises, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modification or replacements thereof.

7. This Agreement shall inure to the benefit of and shall be binding upon Borrower, Tenant and Lender, and their respective heirs, personal representatives, successors and assigns.

8. In the event that a court of competent jurisdiction shall determine that any provision or provisions of any one or more of the Loan Documents are unenforceable, invalid or contrary to law, or the inclusion of which therein would effect the validity or enforceability of any one or more of the Loan Documents, such Loan Documents so determined to contain such provision or provisions shall be deemed modified to the minimum extent necessary to make such provision or provisions enforceable, valid, not contrary to law and of no effect on the validity or enforceability of such Loan Documents. In the event that the provision or provisions which are unenforceable, invalid or contrary to law, or the inclusion of which would effect the validity or enforceability of any one or more of the Loan Documents cannot be so modified, then such provision or provisions shall be of no force or effect, and in such event each and all of the remaining provisions of the Loan Documents shall subsist and remain and be fully effective according to their respective terms and the tenor the same as though any such provision or provisions that are unenforceable, invalid or contrary to law, or the inclusion of which would effect the validity or enforceability of any one or more of the Loan Documents had never been included in the Loan Documents.

9. This Agreement shall be deemed to have been made and delivered at Hickory Hills, Cook County, Illinois. Any and all disputes arising out of or related to the Loan Documents shall be construed in accordance with the substantive and procedural law of the State of **Illinois** and the United States of America without regard to conflicts of law principles that would result in the application of any substantive or procedural law other than the substantive and procedural law of the State of **Illinois** and the United States of America except that the procedural laws of the situs of any Collateral shall control procedural matters relating to the enforcement of Lender's rights in the Collateral.

10. ANY LITIGATION BASED ON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF TRUSTEE, LESSOR, TENANT OR LENDER IN RESPECT HEREOF, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY SECURING THE NOTE MAY BE BROUGHT, AT LENDER'S SOLE OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. LENDER, TRUSTEE, LESSOR, TENANT HEREBY EXPRESSLY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF SUCH LITIGATION AS SET FORTH ABOVE AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH LITIGATION. TRUSTEE, LESSOR AND TENANT FURTHER IRREVOCABLY CONSENT TO THE SERVICE

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OF PROCESS BY CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE AT THE ADDRESS OF TRUSTEE, LESSOR AND TENANT STATED HEREIN OR AT ANY OTHER ADDRESS OF TRUSTEE, LESSOR OR TENANT WITHIN OR WITHOUT THE STATE OF ILLINOIS. TRUSTEE, LESSOR AND TENANT HEREBY EXPRESSLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH TRUSTEE, LESSOR OR TENANT MAY HAVE OR HEREAFTER MAY HAVE TO THE PLACE OR VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT TRUSTEE, LESSOR OR TENANT HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, TRUSTEE, LESSOR AND TENANT HEREBY IRREVOCABLY WAIVE SUCH IMMUNITY IN RESPECT OF THE OBLIGATIONS OF TRUSTEE, LESSOR AND TENANT UNDER THIS AGREEMENT.

LENDER, TRUSTEE, LESSOR AND TENANT HEREBY WAIVE ANY RIGHTS LENDER, TRUSTEE, LESSOR OR TENANT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF LENDER, TRUSTEE, LESSOR AND TENANT IN RESPECT HEREOF.

EXCEPT AS PROHIBITED BY LAW, TRUSTEE, LESSOR AND TENANT WAIVE ANY RIGHTS WHICH THEY RESPECTIVELY MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO HEREIN OR OTHERWISE REFERRED TO IN THE RELATED LOAN DOCUMENTS ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. TRUSTEE, LESSOR AND TENANT (I) CERTIFY THAT NEITHER THE LENDER NOR ANY REPRESENTATIVE, AGENT OR ATTORNEY OF THE LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS OR OTHER WAIVERS CONTAINED IN THE RELATED LOAN DOCUMENTS, AND (II) ACKNOWLEDGE THAT, IN ENTERING INTO THIS AGREEMENT AND THE OTHER RELATED LOAN DOCUMENTS TO WHICH TRUSTEE, LESSOR AND TENANT AND/OR LENDER ARE A PARTY, LENDER IS RELYING UPON, AMONG OTHER THINGS, THE WAIVERS CONTAINED HEREIN.

THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK

SIGNATURE PAGE FOLLOWS

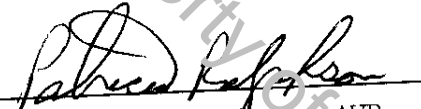
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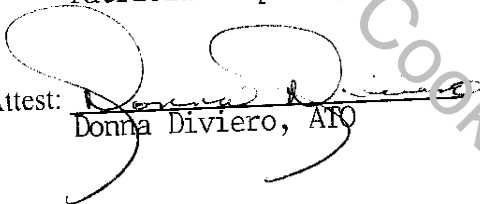
LOAN NUMBER 6806349010

IN WITNESS WHEREOF, Lessor has executed this Agreement individually and Tenant, Trustee and Lender have caused this Agreement to be executed by their respective duly authorized Officers and delivered to Lender as of January 31, 2011 effective as of **January 1, 2011**.

TRUSTEE:

Standard Bank and Trust Company, not personally but as Trustee under a Trust Agreement dated **October 2, 2002**, and known as **Trust No. 17436**

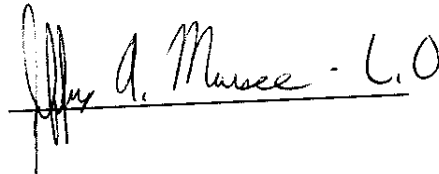
By:   
Patricia Ralphson, AVP

Attest:   
Donna Diviero, ATO


LENDER:

Standard Bank and Trust Company


By: 

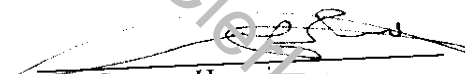
Attest:   
L. O.

TENANT ("LESSEE"):  
Petroleum Management Team, Inc.  
an Illinois Corporation

By:   
Mubarak Ibrahim, President

LESSOR

  
Mubarak Ibrahim

  
Sawsan Homs

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to sequester the rents, issues and profits issuing from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

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STATE OF ILLINOIS        )  
  )SS  
COUNTY OF COOK        )

The undersigned, a notary public in and for said County and State, **DOES HEREBY CERTIFY** that Patricia Ralphson, AVP and Donna Diviero, ATO, personally known to me to be Officers of **STANDARD BANK AND TRUST COMPANY**, an Illinois Banking Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, as **TRUSTEE**, for the uses and purposes set forth above.

**GIVEN** under my hand and official seal as of January 31, 2011 effective as of **January 1, 2011**.

Susan J. Zelek  
NOTARY PUBLIC

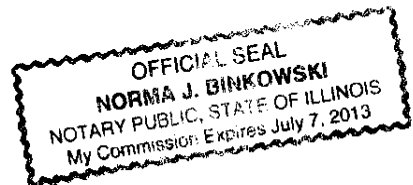


STATE OF ILLINOIS        )  
  )SS  
COUNTY OF COOK        )

The undersigned, a notary public in and for said County and State, **DOES HEREBY CERTIFY** that Anthony Martin and Janet M. Nurse, personally known to me to be Officers of **STANDARD BANK AND TRUST COMPANY**, an Illinois Banking Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes set forth above.

**GIVEN** under my hand and official seal as of January 31, 2011 effective as of **January 1, 2011**.

Norma J. Binkowski  
NOTARY PUBLIC



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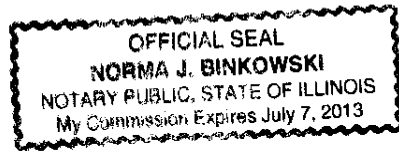
LOAN NUMBER 6806349010

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that **Mubarak Ibrahim**, who is personally known to me to be the **President of Petroleum Management Team, Inc.** an **Illinois Corporation**, (the "Company") and who are the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Officer of said Company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Company for the uses and purposes set forth above.

GIVEN under my hand and official seal a of January 31, 2011 effective as of **January 1, 2011**.

*Norma J. Binkowski*  
\_\_\_\_\_  
Notary Public

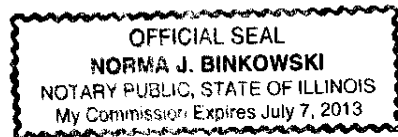


STATE OF ILLINOIS        )  
  )SS  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that **Mubarak Ibrahim** and **Sawsan Homsy**, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes set forth above.

GIVEN under my hand and official seal as of January 31, 2011 effective as of **January 1, 2011**.

*Norma J. Binkowski*  
\_\_\_\_\_  
Notary Public



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EXHIBIT "A"  
LEGAL DESCRIPTION

LOT 1 IN MOSS SNEED MEADOWS, BEING A RECORDED SUBDIVISION, DOCUMENT NUMBER 0507503119 RECORDED MARCH 16, 2005, IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1401 State St, Chicago Heights, IL 60411-2943

PIN: 32-22-300-072-0000

Property of Cook County Clerk's Office