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(3 of 5)



Doc#: 1111640025 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/26/2011 09:45 AM Pg: 1 of 9

THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:

James A. Schraidt
Scott & Kraus, LLC
150 South Wacker Drive
Suite 2900
Chicago, Illinois 60606

Permanent Tax Index Number(s):

20-31-117-025,
20-31-117-003;
20-31-117-004;
20-31-117-005

Property Address:

8151 S. Western Ave., Chicago, Illinois

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMEN AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT (this "Agreement") is made and entered into as of April 12, 2011, by and among CITIBANK, N.A., a national association (the "Bank"), having its principal place of business at 500 West Madison St, 7th Floor, Chicago, IL 60661, HUMAN RESOURCES DEVELOPMENT INSTITUTE, INC., an Illinois not-for-profit corporation (the "Tenant" or "Borrower"), having its principal place of business at 222 South Jefferson Street, Suite 200, Chicago, Illinois 60661 and SOUTHWOOD CORPORATION, an Illinois not-for-profit corporation (the "Landlord"), having its principal offices at 222 South Jefferson Street, Suite 200, Chicago, Illinois 60661.

BACKGROUND

A. The Bank is the mortgagee under that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated April 12, 2011, to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a maximum principal indebtedness in the amount of Four Million Nine Hundred Forty-Two Thousand and 00/100 Dollars (\$4,942,000).

B. The Tenant has entered into a lease agreement (together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") dated April 1, 2011, with the Landlord, pursuant to which the Tenant has leased certain premises (the "Leased Premises") consisting of approximately _____ rentable square feet of space in the building ("Building") on the parcel of land (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on Exhibit "A" attached hereto and made a part hereof.

Box 400-CTCC

S ☒
P ☒
S ☒
SC ☒
INT ☒

C.T.I.C. 8819646 D2 KARSA

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NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Tenant represents and warrants to the Bank that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.
2. The Tenant has executed and delivered to the Bank that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Bank will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.
3. The Tenant covenants with the Bank that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to the Bank's right, title and interest in and to such proceeds and awards.
4. The Tenant acknowledges that the Landlord has collaterally assigned to the Bank any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Bank for direct payment to the Bank of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Bank. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Bank.
5. The Bank agrees that so long as the Tenant is not in default under the Lease:
 - (a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and
 - (b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.
6. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant,

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condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Bank with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Bank not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Bank such additional time as the Bank may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Bank is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Bank fails to cure same within the time period specified above. For purposes of this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.

7. If the Bank or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:

(a) The Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Bank exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including the Landlord);

(ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Bank with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);

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(iv) liable to refund or otherwise account to the Tenant for any security deposit not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease made without the Bank's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

If to Bank:

CITIBANK, N.A.
500 West Madison St, 7th Floor
Chicago, IL 60661
Attn: Carla Griffin
Fax: (312) 627-3471

With a copy to:

SCOTT & KRAUS, LLC
150 South Wacker Drive, Suite 2900
Chicago, Illinois 60606
Attn: James A. Schraidt, Esq.
Fax: (312) 327-1392

If to Landlord:

SOUTHWOOD CORPORATION
222 South Jefferson Street, Suite 200
Chicago, Illinois 60661
Attn: Mrs. Ollie Knight
Fax: (312) 441-9019

If to Tenant:

HUMAN RESOURCES DEVELOPMENT
INSTITUTE, INC.
222 South Jefferson Street, Suite 200
Chicago, Illinois 60661
Attn: Mrs. Ollie Knight
Fax: (312) 441-9019

With copy to:

HUMAN RESOURCES
DEVELOPMENT INSTITUTE, INC.
222 South Jefferson Street, Suite 200
Chicago, Illinois 60661
Attn: Benjamin Gness, Esq.
Fax: (312) 441-9019

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or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. The Tenant acknowledges and agrees that the Bank will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Bank, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Bank, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

12. The Bank is hereby authorized to rely upon and accept as an original this Agreement, any Loan Documents or other communication which is sent to the Bank by facsimile, telegraphic or other electronic transmission (each, a "Communication") which the Bank in good faith believes has been signed by Tenant and Landlord and has been delivered to the Bank by a properly authorized representative of the Tenant and Landlord, whether or not that is in fact the case. Notwithstanding the foregoing, the Bank shall not be obligated to accept any such Communication as an original and may in any instance require that an original document be submitted to the Bank in lieu of, or in addition to, any such Communication.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination Non-Disturbance and Attornment Agreement as of the day and year first above written.

BANK:

CITIBANK, N.A., a national association

By: [Signature]
 Name: Carla Griffin
 Its: Relationship Manager / VP

TENANT:

HUMAN RESOURCES DEVELOPMENT
 INSTITUTE, INC., an Illinois not-for-profit
 corporation

By: Ollie M. Knight, MSW/ACSW
 Ollie Knight, President and CEO

LANDLORD:

SOUTHWOOD CORPORATION, an Illinois
 not-for-profit corporation

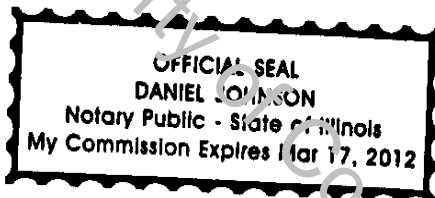
By: Ollie M. Knight, MSW/ACSW
 Its: President / CEO

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, Daniel Johnson the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CARLA GRIFFEN personally known to me to be a VP of CITIBANK, N.A., whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officer he signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth and pursuant to such bank's authority.

GIVEN under my hand and Notarial Seal this April 12 2011.



[Signature]
 Notary Public

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ollie Knight, the President and CEO of HUMAN RESOURCES DEVELOPMENT INSTITUTE, INC., an Illinois not-for-profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President and CEO, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of April, 2011.



[Signature]
 Notary Public
 My Commission Expires:
3/17/2012

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ollie M Knight, the President/CEO of SOUTHWOOD CORPORATION, an Illinois not-for-profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of April, 2011.



[Signature]
 Notary Public
 My Commission Expires:
3/17/2012

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FOURTH ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 26, 1927 AS DOCUMENT NUMBER 9393488 IN COOK COUNTY, ILLINOIS.

C/K/A: 8151 S. WESTERN AVENUE, CHICAGO, ILLINOIS

PERMANENT INDEX NUMBERS: 20-31-117-025; 20-31-117-003; 20-31-117-004;
20-31-117-005