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**THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

Alan J. Wolf, Esq.

Robbins, Saloman & Patt, Ltd.

25 East Washington Street

Suite 1000

Chicago, IL 60602



Doc#: 1114044088 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/20/2011 03:49 PM Pg: 1 of 11

PERMANENT TAX INDEX NUMBERS:

As set forth in Exhibit "A" attached
hereto

PROPERTY ADDRESS:

4800 W. Chicago Avenue

Chicago, Illinois 60651

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

First American Title Order # NCS 483895 JEL 11/2/11

Property of Cook County Clerk's Office

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT (this "Agreement") is made as of this 15th day of May, 2011, between Village Bank and Trust ("Lender"), WSKC Dialysis Services Inc., d/b/a Austin Community Kidney Center ("Tenant"), and Westside Health Authority ("Borrower" or "Landlord").

RECITALS

A. Pursuant to Lease Agreement dated October 23, 2002, Tenant leases from Landlord premises ("Premises") which is a portion of that certain real property owned by Landlord and located at the northwest corner of Chicago and Cicero Avenues, Chicago, Illinois (said lease agreement, together with any and all amendments or modifications now existing or hereafter entered into, herein collectively the "Lease").

B. Lender has agreed to make a loan to Landlord as evidenced by a certain Promissory Note from Landlord to Lender in the original principal amount of \$2,800,000.00 ("Note"), said loan to be secured by Mortgage dated effective as of May 1, 2011 from Landlord to the Lender on property ("Property"), including but not limited to the Premises (said mortgage, herein "Mortgage") (the Note and Mortgage hereinafter collectively referred to as the "Loan Documents"). Said Property is described on Exhibit A attached hereto and made a part hereof; and

C. Tenant has agreed to subordinate the Lease to the lien of the Mortgage and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination.

The lien of the Lease is and shall be subordinate to the lien of the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease, provided Tenant's rights and obligations under the Lease are not disturbed or diminished as provided herein. The Lease shall be subject and subordinate to the liens of any increases, renewals, modifications, extensions, and/or consolidations of the Mortgage as well, provided such increases, renewals, modifications, extensions, and/or consolidations are made subject to the terms of this Agreement.

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2. Attornment.

Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Premises at a foreclosure sale under the Mortgage or any transferee who acquires the Premises by deed in lieu of foreclosure or otherwise in connection with the Mortgage and/or Loan Documents, and the successors and assigns of such purchaser or transferee (such purchaser or transferee (including Lender) and their successors and assigns herein "New Landlord"), as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease. Upon such Tenant attornment, the Lender, on behalf of itself and any New Landlord, agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, except as provided herein.

3. Non-Disturbance.

Lender, on behalf of itself and any New Landlord, hereby covenants and agrees with Tenant that if Lender or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure of the Mortgage, deed in lieu thereof or otherwise in connection with the Mortgage and/or Loan Documents, provided Tenant is not then in default (after expiration of any applicable grace period) under the Lease, that:

(a) Tenant shall not be named as a party defendant in any foreclosure actions unless Tenant is deemed to be a necessary party;

(b) the Lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between Lender, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Lender, or such other New Landlord (as the case may be); and

(c) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by Lender or such other New Landlord by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise in connection with the Mortgage and/or Loan Documents.

If Lender or any other New Landlord shall succeed to the interest of Landlord under the Lease by foreclosure, deed in lieu thereof or otherwise in connection with the Mortgage and/or Loan Documents, Tenant agrees that Lender or such other New Landlord shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) except with regard to continuing defaults under the Lease (including any outstanding Landlord Work), and except with regard to any landlord act,

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omission, or default listed in a Tenant Estoppel Certificate prepared in connection with the Mortgage and Loan Documents;

(b) subject to any credits, offsets, defenses, claims or counterclaims which Tenant might have against any prior landlord (including Landlord), except as explicitly provided in the Lease, and except with regard to continuing defaults under the Lease (including any outstanding Landlord Work), and except with regard to any landlord act, omission, or default listed in a Tenant Estoppel Certificate prepared in connection with the Mortgage and Loan Documents;

(c) bound by any rent or additional rent due after the date of attornment which Tenant shall have paid more than one (1) month in advance to any prior landlord (including Landlord) except if such prepayment is listed in a Tenant Estoppel Certificate prepared in connection with the Mortgage and Loan Documents, and except prepayments expressly permitted under the Lease such as prepayments of additional rent, with annual reconciliation, made pursuant to the terms of the Lease;

(d) bound by any covenant to undertake or complete initial construction of the Premises or the Property except as provided for in the Lease;

(e) bound by any provision of a future amendment or modification to the Lease materially decreasing the term or rent of the Lease, which has not been consented to in writing by the Lender, such consent not to be unreasonably withheld, delayed or conditioned. Lender shall have thirty (30) days to respond to a consent request, or Lender shall be deemed to have consented to the amendment;

(f) liable for the return of any security deposit made by Tenant to Landlord unless such New Landlord shall have actually received such security deposit from Landlord, provided said New Landlord agrees to make reasonable efforts to obtain such security deposit from Landlord; or

(g) liable for any payment to Tenant of any sum, or the granting to Tenant of any credit, in the nature of a contribution towards the cost of preparing, furnishing or moving into the Premises or any portion thereof, except as provided in the Lease.

Tenant shall look solely to the Property (including, but not limited to, insurance and rental proceeds in connection with the Property) for recovery of any judgment or damages from Lender or such other New Landlord for a claim or legal action related to the Lease, and neither Lender, nor any successor or assign or any of the foregoing shall have any personal liability in connection with the recovery of any judgment or damages from a claim or legal action related to the Lease.

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4. Landlord's Failure to Perform under Lease – Lender Right to Cure Prior to Lease Termination.

Tenant hereby agrees it shall not terminate the Lease on account of Landlord's failure to perform an obligation under the Lease without providing Lender with written notice of such failure and the right to cure said failure within the same cure period granted Landlord under the Lease, said Lender cure period commencing upon receipt of said written notice. Notwithstanding the foregoing, if Landlord fails to perform any of its material obligations, covenants and warranties under the Lease and such failure substantially interferes with the ability of Tenant to reasonably implement its permitted use under the Lease or results in a real and imminent danger to the health or safety of the person or property tenant or any agent, employee, or invitee of Tenant, then, in such event, Tenant shall be entitled to exercise its rights within the time periods set forth in the Lease provided all required notices have been given as set forth in the Lease. Tenant agrees that Lender shall have no obligation to remedy said Landlord failure to perform a Lease obligation.

5. Landlord's Default under Loan Documents – Payment of Rent.

Tenant hereby agrees that upon written notice from Lender, Tenant shall pay all rents directly to Lender, and Landlord consents to said payments and hereby forever and irrevocably waives and releases Tenant for any and all liability regarding such payments.

6. Notice.

Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (a) actual delivery to such addressee at its address set forth below, or (b) the second (2nd) business day after the deposit thereof in the United States mail, registered or certified mail, return receipt requested, first class postage prepaid, or after deposit in overnight mail by a reputable overnight courier, addressed to such addressee at its address set forth below, provided, however, that notice to Tenant shall be as provided in the Lease. By notice complying with this section, any party may from time to time designate a different address in the 48 contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

Lender Notice Address: Wintrust Financial
234 W. Northwest Highway
Arlington Heights, Illinois 60004
Attn: William Dierking

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With a Copy to: Robbins, Salomon & Patt, Ltd.
25 East Washington Street, Suite 1000
Chicago, Illinois 60602
Attn: Alan J. Wolf, Esq.

Tenant Notice Address: c/o Fresenius Medical Care North America
Attn: Legal Department
920 Winter Street
Waltham, MA 02451- 1457

Landlord Notice Address: Westside Health Authority
5437 W. Division Street
Chicago, IL 60651
Attn: Jacqueline Reed, Executive Director

7. **Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

8. **Recording.**

The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

9. **Counterparts.**

This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterparts shall be deemed to be an original counterpart, and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

***** Signature Lines on the Following Page*****

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Lender

Village Bank and Trust

By: *William H. Dierking*
Name: William H. Dierking
Title: Vice President

Tenant

WSKC Dialysis Services Inc.

By: *Paul J. Colantonio*
Name: Paul J. Colantonio
Title: Assistant Treasurer

Landlord

Westside Health Authority

By: *Stephane Reed*
Name: Stephane Reed
Title: President

Property of Cook County Office

*** Acknowledgments on the Following Page***

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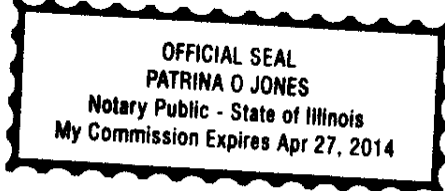
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Patrina O. Jones, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that William Dieking, Vice President of VILLAGE BANK & TRUST, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of May, 2011.

Patrina O. Jones
NOTARY PUBLIC

My Commission Expires: April 27, 2014

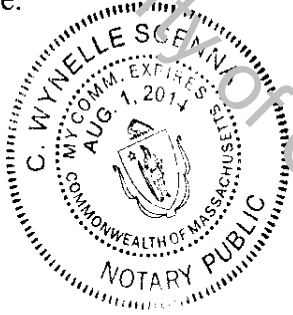


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ACKNOWLEDGEMENT OF TENANT

Commonwealth of Massachusetts)
) ss.
 County of Middlesex)

On this the 16 day of May, 2010, before me C. Wynelle Scenna, the undersigned Notary Public, personally appeared Paul Scantonis as Assistant Treasurer of WSKC Dialysis Services Inc., a corporation, proved to me through satisfactory evidence, which was/were personally known to be the person(s) whose names(s) is/are signed on the preceding or attached document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



C. Wynelle Scenna
 Signature of Notary

C. Wynelle Scenna
 Printed Name of Notary
 My commission expires: _____

Place Notary Seal and/or Any Stamp Above

Office of Cook County Clerk's Office

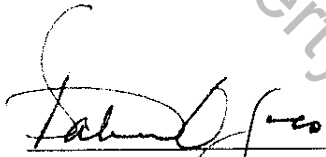
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

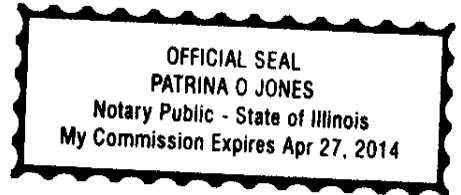
Westside Health Authority

I, Patrina O. Jones, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Jacqueline Reed, a President of ~~VILLAGE BANK & TRUST~~, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of May, 2011.



NOTARY PUBLIC
My Commission Expires: April 27, 2014



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 THRU 10, BOTH INCLUSIVE, IN BLOCK 4 IN GEORGE C. CAMPBELLS SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 9 AND THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-04-430-027-0000 Vol. 545 (affects lots 1 and 2)

PIN: 16-04-430-028-0000 Vol. 545 (affects lot 3)

PIN: 16-04-430-029-0000 Vol. 545 (affects lot 4)

PIN: 16-04-430-030-0000 Vol. 545 (affects lots 5, 6 and 7)

PIN: 16-04-430-031-0000 Vol. 545 (affects lots 8, 9, and 10)

Common Address: 4800 West Chicago Avenue, Chicago, Illinois