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Doc#: 1120911041 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/28/2011 11:07 AM Pg: 1 of 12

882686510P-10L

This instrument prepared by
and should be mailed to:

Thomas S. Eisner
Eisner & Heiman, P.C.
18400 Maple Creek Drive
suite 700
Tinley Park, Illinois 60477

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT dated the 29 day of June, 2011, by and between **FIRST COMMUNITY BANK OF HOMER GLEN AND LOCKPORT**, an Illinois banking association ("Lender"); **RK DEVELOPMENT PROPERTIES, LLC**, an Illinois limited liability company ("Borrower"/"Landlord") and **ACCESS COMMUNITY HEALTH NETWORK**, an Illinois not-for-profit corporation ("Tenant").

WITNESSETH:

WHEREAS, Tenant and Landlord have entered into a Lease Agreement (the "Facility Lease") dated May 1, 2010 for Tenant to lease from Landlord and Landlord to construct and lease to Tenant an approximately ten thousand two hundred six (10,206) square foot fully built-out two-story medical facility to be known as ACCESS ASHLAND FAMILY HEALTH CENTER, and an approximately ten thousand two hundred six (10,206) square foot shell and core, two-story medical facility to be known as ACCESS INTEGRATED SERVICE BUILDING, both of which buildings will be, or are, located on real property legally described on EXHIBIT A attached hereto, and by this reference incorporated herein (the "Property"); and,

WHEREAS, Tenant and Landlord have also entered into a Ground Lease Agreement (the "Ground Lease") dated May 1, 2010, for Tenant to lease from Landlord and Landlord to lease to Tenant the Property. The Facility Lease and the Ground Lease are herein collectively referred to as the "Leases". Copies of the Leases are attached hereto as GROUP EXHIBIT B.

WHEREAS, Lender is the holder of promissory notes (the "Notes") made by Borrower to the order of Lender, which Notes evidence loans in the aggregate principal amount of Five Million Five Hundred Thousand and 00/100 dollars (\$5,500,000.00) (the "Loans"), which Notes are secured by, among other things, that certain mortgage, security agreement, assignment of rents and leases, and fixture filing (the "Mortgage") recorded on July 10, 2011, 2011 as document number 1118731005, in the office of the Will County Recorder.

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NOW, THEREFORE, in consideration of the Loans having been made to Borrower and of other valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The Leases are and shall be subject and subordinate to the Mortgage, including any ancillary and/or supplementary documents thereto, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. Tenant agrees that it shall attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Property by deed in lieu of foreclosure or any other proceeding, and the successors and assigns of such purchasers and transferees, as its landlord under the Leases for the unexpired balance (and any extensions, if exercised) of the term of the Leases upon the same terms and conditions set forth in the Leases.

3. Lender agrees to and shall immediately acknowledge, act in a manner consistent with, and honor all of Tenant's rights under the Leases as well as all of Landlord's obligations under the Leases.

4. In the event that it should become necessary to foreclose or otherwise realize upon the Property, Lender or Lender's successors or assigns hereunder shall not terminate the Leases, interfere with Tenant's use, possession or enjoyment of the Property nor join Tenant in summary or foreclosure or other realization proceedings so long as no event has occurred and continued without cure for a period of time entitling the party denominated as landlord under the Leases to terminate the Leases.

5. In the event that Lender shall succeed to the interest of Landlord under the Leases, Lender shall not be bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord) except to the extent required otherwise under the Leases.

6. In the event of foreclosure or other conveyance under the Mortgage, the Property shall be conveyed subject to the Leases and this Agreement, and the transferee or transferee's successors or assigns (hereinafter, the "Mortgage Purchaser") of the Property at the foreclosure sale or other conveyance, whether the Mortgage Purchaser be the Lender or a third party, shall be bound as landlord under the Leases to Tenant under all the terms, covenants and conditions of the Leases, and Tenant shall, from and after the Mortgage Purchaser's succession to the interest of the landlord under the Leases, be bound to the Mortgage Purchaser as tenant under the Leases and shall have the same remedies against the Mortgage Purchaser for the breach of any agreement contained in the Leases occurring or arising after the Mortgage Purchaser acquires title to the Property that Tenant might have had under the Leases against the landlord thereunder if the Mortgage Purchaser had executed the Leases as landlord.

7. The laws of the state of Illinois shall govern the validity, performance and enforcement of this Agreement.

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8. The covenants, terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Any notices, communications and waivers under this Agreement shall be in writing and shall be:

- (a) delivered in person,
- (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or
- (c) by overnight express carrier, addressed in each case as follows:

To Lender: John O'Brien
 FIRST COMMUNITY BANK
 13363 South Bell Road
 Homer Glen, IL 60491

To Borrower or any Guarantor: c/o Frank Russo, Robert Wagner and Dean Tomich
 13808 High Road
 Lockport, IL 60441

To Tenant: Donna J. Thompson
 ACCESS COMMUNITY HEALTH NETWORK
 600 West Fulton Street, suite 200
 Chicago, IL 60661

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 Paragraph shall be deemed received

- (d) if personally delivered, then on the date of delivery,
- (e) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or
- (f) if sent by registered or certified mail, then on the earlier of the third (3rd) federal banking day following the day sent or when actually received.

10. If there is any litigation between any of the parties to this Agreement to enforce or interpret any provisions thereof or rights arising hereunder, the losing party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such litigation, with such attorneys' fees to be determined by the court sitting without a jury.

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11. Tenant and Landlord acknowledge and agree that, as of this Agreement, the Leases are valid, in full force and effect, and have not been modified or amended.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed these presents on the date set forth above.

LENDER:

**FIRST COMMUNITY BANK OF
HOMER GLEN AND LOCKPORT**
an Illinois banking association

By: [Signature]
Its: [Signature]

BORROWER/LANDLORD:

RK DEVELOPMENT PROPERTIES, LLC,
an Illinois limited liability company

BY: RD WAGNER VENTURE IV, LLC,
an Illinois limited liability company, member,

BY: **DBBS ENTERPRISES, INC.,**
an Illinois corporation, its manager

BY: [Signature]
ROBERT F. WAGNER, president

BY: TB ACCESS, LLC,
an Illinois limited liability company, member

BY: [Signature]
DEAN A. TOMICH, its member

BY: RUSSO FAMILY REVOCABLE LIVING TRUST DATED DECEMBER 10, 2008,
member

BY: [Signature]
FRANK RUSSO, Trustee

BY: [Signature]
KATHLEEN T. RUSSO, Trustee

BY: NEW ASHLAND, LLC,
an Illinois limited liability company, member

BY: [Signature]
ROBERT F. WAGNER, member

BY: [Signature]
DEAN A. TOMICH, member

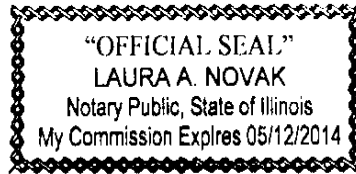
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STATE OF ILLINOIS)
)
COUNTY OF Will) ss

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me DEAN A. TOMICH, member of TB ACCESS, LLC, a member of **RK DEVELOPMENT PROPERTIES, LLC**, an Illinois limited liability company, and acknowledged that as such member, he signed, sealed, and delivered the said instrument, pursuant to authority given by the company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24th day of June, 2011.

Laura A. Novak
NOTARY PUBLIC
my commission expires: 5-12-14

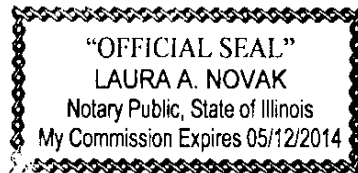


STATE OF ILLINOIS)
)
COUNTY OF Will) ss

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me FRANK RUSSO, trustee of the RUSSO FAMILY REVOCABLE LIVING TRUST DATED DECEMBER 10, 2008, member of **RK DEVELOPMENT PROPERTIES, LLC**, an Illinois limited liability company, and acknowledged that as such trustee, he signed, sealed, and delivered the said instrument, pursuant to authority given by the trust as his free and voluntary act, and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24th day of June, 2011.

Laura A. Novak
NOTARY PUBLIC
my commission expires: 5-12-14



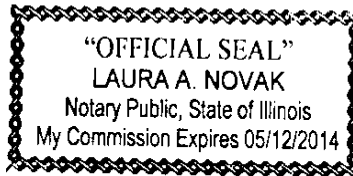
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STATE OF ILLINOIS)
COUNTY OF Will) ss

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me KATHLEEN T RUSSO, trustee of the RUSSO FAMILY REVOCABLE LIVING TRUST DATED DECEMBER 10, 2008, member of **RK DEVELOPMENT PROPERTIES, LLC**, an Illinois limited liability company, and acknowledged that as such trustee, she signed, sealed, and delivered the said instrument, pursuant to authority given by the trust as her free and voluntary act, and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24th day of June, 2011.

Laura A. Novak
NOTARY PUBLIC
my commission expires: 5-12-14

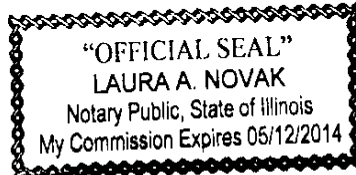


STATE OF ILLINOIS)
COUNTY OF Will) ss

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me ROBERT F. WAGNER, member of NEW ASHLAND, LLC, an Illinois limited liability company, member of **RK DEVELOPMENT PROPERTIES, LLC**, an Illinois limited liability company, and acknowledged that as such member, he signed, sealed, and delivered the said instrument, pursuant to authority given by the company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24th day of June, 2011.

Laura A. Novak
NOTARY PUBLIC
my commission expires: 5-12-14



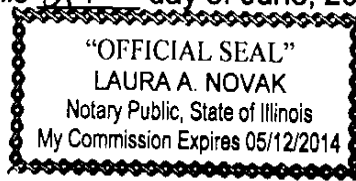
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STATE OF ILLINOIS)
) SS
COUNTY OF Will)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me DEAN A. TOMICH, member of NEW ASHLAND, LLC, an Illinois limited liability company, member of **RK DEVELOPMENT PROPERTIES, LLC**, an Illinois limited liability company, and acknowledged that as such member, he signed, sealed, and delivered the said instrument, pursuant to authority given by the company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24th day of June, 2011.

Laura A. Novak
NOTARY PUBLIC
my commission expires: 5-12-14



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EXHIBIT A

THE LAND

legal description:

Lots 74 through 91 (except that part of said Lots lying West of a line 50 feet East of and parallel with the West line of Section 8) in Ballin's Subdivision of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

permanent real estate tax index numbers:

- 20-08-300-004;
- 20-08-300-005;
- 20-08-300-006;
- 20-08-300-007;
- 20-08-300-008;
- 20-08-300-009;
- 20-08-300-010;
- 20-08-300-011;
- 20-08-300-012;
- 20-08-300-013;
- 20-08-300-014;
- 20-08-300-015;
- 20-08-300-016;
- 20-08-300-017;
- 20-08-300-018;
- 20-08-300-019;
- 20-08-300-020.

street address:

5117—5159 South Ashland Avenue, Chicago, Illinois

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GROUP EXHIBIT B

LEASES

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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