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WHEN RECORDED RETURN TO:

Symetra Life Insurance Company
Mortgage Loan Department
PO Box 84066
Seattle, WA 98124-8466
Loan No. 3094

Doc#: 1213904106 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/18/2012 01:30 PM Pg: 1 of 9

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("**Agreement**") dated this 5th day of April, 2012, between Symetra Life Insurance Company, a Washington corporation, whose address for notices is PO Box 84066, Seattle, WA 98124-8466 (the "**Lender**"), 3701 W. 128TH LLC, an Illinois limited liability company ("**Landlord**"), whose address for notices is 2340 River Road, Suite #310, Des Plaines, IL 60018; and LABRIOLA, INC., an Illinois corporation, whose address for notices is 5324 W. 123rd Place, Alsip, IL 60803 (the "**Tenant**") with respect to the real property located in Cook County, Illinois, more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Property**").

RECITALS:

A. Lender has made, or is about to make, a loan to Landlord, evidenced by a Promissory Note and secured by a mortgage or deed of trust (the "**Security Instrument**") and an assignment of leases and rents ("**Assignment of Leases**") each recorded concurrently herewith with respect to the Property (the Security Instrument, Assignment of Leases and any other documents evidencing or securing the loan are jointly referred to herein as the "**Loan Documents**"); and

B. Tenant leases all or a portion of the Property (the "**Premises**") pursuant to an unrecorded lease between Landlord and Tenant dated September 1, 2009 (which lease, as it may have been amended, is referred to herein as the "**Lease**"), which Premises are located at 3701 W. 128th Place, City of Alsip, Illinois and

C. The parties desire to subordinate the Lease to the lien of the Security Instrument and set forth their agreement as to their respective rights, obligations and priorities with respect to the Lease; and

D. Tenant has requested that Lender agree not to disturb Tenant's rights in the Premises in the event Lender should foreclose the Security Instrument, provided no event of default under the Lease on the part of Tenant has occurred and is continuing beyond any applicable notice and cure period, and Tenant attorns to Lender or to the purchaser at any foreclosure or trustee's sale of the Property.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby represented and agreed as follows:

1. **Subordination of Lease.** Notwithstanding any provision in the Lease to the contrary, the Lease and the leasehold estate created thereby and all of Tenant's rights under the Lease (including without limitation, any right, option or opportunity of Tenant to purchase the Property) are and shall at all times

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remain subject, subordinate and inferior (i) to the Security Instrument and the lien thereof to the extent of all amounts secured by the Security Instrument and interest thereon, and (ii) to all rights of Lender under the Security Instrument, and (iii) to any and all renewals, modifications, consolidations, restructurings, replacements and extensions of the Security Instrument. Tenant will not subordinate or cause the Lease to be subordinated to any interests other than those held by Lender (and its successors and assigns) without notice to and written consent of Lender.

2. Notice to Lender; Right to Cure. Tenant agrees to deliver to Lender at the address set forth above (or such other addresses as may be designated from time to time in writing to Tenant by Lender), prompt written notice of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease or abate the Rent payable thereunder or that would provide Tenant with a right of offset against any monetary obligations under the Lease. No such notice given on behalf of Tenant shall be effective unless Lender has received said notice and has failed within thirty (30) days of the date of receipt thereof to cure Landlord's default; however, Lender shall have no obligation to cure (and shall have no liability for not curing).

3. Tenant Acknowledgment of Assignment. Tenant acknowledges that the Lease and the rent due under the Lease will be assigned to Lender pursuant to the Assignment of Leases as security for the loan secured by the Security Instrument. If Lender notifies Tenant of a default by Landlord under the Loan Documents and demands that Tenant pay rent and all other sums due under the Lease to Lender, Tenant agrees to honor such demand and pay rent due under the Lease as directed by Lender, and Landlord directs Tenant to comply with such demand, and agrees that any such payment by Tenant to Lender pursuant to such a demand shall satisfy Tenant's payment obligations to Landlord under the Lease to the extent of the amount so paid. Tenant will not, without the prior written consent of Lender, pay to Landlord any rent under the Lease more than thirty (30) days in advance of its due date. To the extent that the Lease or any law or regulation shall entitle Tenant to notice of any mortgage, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument and any and all other mortgages which may hereafter be affected by this Agreement.

4. Attornment. In the event of (i) foreclosure under the Security Instrument; (ii) any other exercise by Lender of rights and remedies as a result of which a Successor Landlord becomes the owner of the Premises; or (iii) delivery to Lender (or its designee or nominee) of a deed or other conveyance of the Property in lieu of (i) or (ii) above (collectively a "Transfer"), so long as Tenant complies with this Agreement and no default has occurred and is continuing under the Lease beyond any applicable notice and cure period, the Lease shall continue in full force and effect as a direct lease between the succeeding owner of the Property (a "Successor Landlord") and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals, if exercised. Tenant shall have no right to terminate the Lease by reason of the Transfer so long as Tenant's reasonable and quiet use and possession of the Premises shall not be disturbed by reason thereof. Any Transfer of the Property shall be made subject to the Lease and this Agreement. Tenant agrees to attorn to and accept any such Successor Landlord as landlord under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, said attornment to be self-operative, without execution of any further instruments, upon a Transfer. Notwithstanding the foregoing, neither Lender nor any other Successor Landlord shall be (i) liable for any act or omission of a prior landlord, other than a non-monetary default of a continuing nature that continues past the date of the Transfer, and of which Lender was given written notice prior to the Transfer (a "Continuing Defaults") (ii) subject to any claims, offsets, counterclaims, or defenses which Tenant may have against any prior landlord (including Landlord), other than those arising from a Continuing Default, (iii) bound by any rent or additional rent which Tenant may have paid in advance to any prior landlord (including Landlord) for a period in excess of one month or by any security deposit, cleaning

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deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord), unless such advance rent, deposit or charge has been delivered to Lender, (iv) bound by any amendment or renewals or extensions thereof which reduces the amount of rent or other sums due under the Lease, changes the frequency of the payment of rent, or shortens the original term or changes any renewal option, made without the prior written consent of Lender, (v) bound by any purchase option or right of first refusal with respect to the purchase of the Property granted under the Lease or otherwise held by Tenant, except as otherwise expressly provided herein, or (vi) bound by any assignment or subletting, unless expressly permitted by and consummated in accordance with the Lease. For avoidance of doubt, after the initial Transfer to a Successor Landlord pursuant to Section 4 hereof, such Successor Landlord shall thereafter be bound by any such purchase option or right of first refusal with respect to the purchase of the Property to the extent contained in the Lease and such shall expressly survive the Transfer. Notwithstanding the foregoing, such Transfer shall not be considered as an event triggering such purchase options or rights of refusal contained in the Lease.

5. **Non-Disturbance.** Upon a Transfer, Lender, and any Successor Landlord, will not disturb the possession of the Tenant, its successors and assigns, so long as no event of default has occurred and is continuing beyond any applicable notice and cure period which would entitle the Landlord to terminate the Lease, or would cause, without further action of the Landlord, the termination of the Lease or would entitle the Landlord to dispossess the Tenant from the Premises. Tenant acknowledges that this Agreement satisfies any requirement in the Lease relating to the granting of a non-disturbance agreement.

6. **No Construction by Lender.** Lender shall have no obligation nor incur any liability nor be bound by any covenant to undertake or complete any restoration of the building, Premises or the Property after a casualty, except to the extent insurance proceeds are made available to Lender or Successor Landlord to cover the full cost thereof.

7. **No Recourse to Lender.** Lender shall not, either by virtue of the Security Instrument or this Agreement, be or become (i) a mortgagee-in-possession or (ii) subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired by foreclosure or otherwise the interest of Landlord in the Premises. Lender's liability or obligation under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises. In addition, upon such acquisition, Lender shall have no obligation nor incur any liability, beyond Lender's then equity interest, if any, in the Premises. In the event of the assignment or transfer of the interest of Lender under this Agreement, all obligations and liabilities of Lender under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom Lender's interest is assigned or transferred.

8. **Notices.** All notices, consents, requests, demands and other communications hereunder shall be in writing and deemed to have been duly given, served or received (i) if mailed, on the third day after deposit in the United States Mail, registered or certified, postage prepaid, return receipt requested, or (ii) if delivered by reputable commercial overnight courier (like Federal Express or similar firms), freight prepaid, the next business day after delivery to such courier, in each case addressed to the party at its address set forth herein (or at such other address as shall hereafter be designated in writing by the applicable party to the sender).

9. **Delivery of Certificates.** Tenant shall, from time to time, deliver such certificates as Lender shall reasonably request as to the continuance of the Lease in effect, as to payment of rents thereunder, and as to such other factual matters as Lender may reasonably require.

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10. **No Lien on Trade Fixtures of Tenant.** None of the Loan Documents shall be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal property at any time furnished or installed by Tenant or its subtenants or licensees on or within the portion of the Premises leased to Tenant, regardless of the manner or extent of attachment thereof.

11. **Binding Agreement.** This Agreement shall be binding upon the parties and their respective successors and assigns.

12. **Miscellaneous.** This Agreement supersedes any inconsistent provision in the Lease. Nothing in this Agreement shall be construed to derogate from or in any way impair or affect the lien of the Security Instrument. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties hereto or their respective successors in interest. The laws of the State where the Property is located shall govern the validity, construction and enforcement of this Agreement, without giving effect to the conflict of laws principles thereof.

13. **Counterparts.** This Agreement may be executed in separate counterparts all of which shall constitute a single instrument.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated above.

LANDLORD:

3701 W. 128TH LLC, an Illinois limited liability company

By: [Signature]
Scott D. McKibben, Manager

This Instrument was prepared by
Casey Bradley
Symetra Life Insurance Company
Mortgage Loan Department
PO Box 84066
Seattle, WA 98124

(all signatures must be acknowledged)

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, Kimberly R. Cherry, a Notary Public in and for said county in the state aforesaid, do certify that **SCOTT D. MCKIBBEN**, personally known to me to be the Manager of 3701 W. 128th LLC, an Illinois limited liability company, and personally known to be the same person who name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as the Manager of 3701 W 128th LLC as his voluntary act and deed and the voluntary act and deed of the limited liability company for the uses and purposes therein mentioned. Witness my hand and official stamp or notarial seal, this 24 day of April, 2012.

[Signature]
Notary Public
Residing at: 1045 David Dr, Bensenville, IL
My Commission expires: 10/21/12



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated above.

TENANT:

LABRIOLA, INC., an Illinois corporation

By: [Signature]

Its: President

(all signatures must be acknowledged)

STATE OF ILLINOIS)
COUNTY OF MCHENRY) ss.

I, CARSON KERN, a Notary Public in and for said county in the state aforesaid, do certify that RICH LABRIOLA, personally known to me to be the PRESIDENT of Labriola, Inc., an Illinois corporation, personally known to be the same person who name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as the PRESIDENT of Labriola, Inc. as his voluntary act and deed and the voluntary act and deed of the corporation for the uses and purposes therein mentioned. Witness my hand and official stamp or notarial seal, this 13 day of APRIL, 2012.

[Signature]
Notary Public
Residing at: ILLINOIS
My Commission expires: 11/18/12

see attached page 5's Office

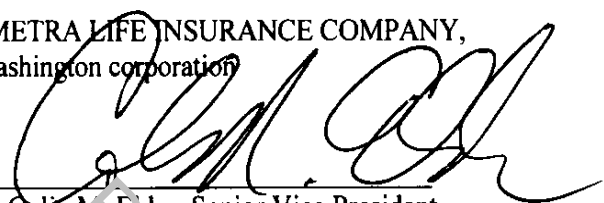
Please notary signature and seal on following page.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated above.

LENDER:

SYMETRA LIFE INSURANCE COMPANY,
a Washington corporation

By: 
Colin M. Elder, Senior Vice President

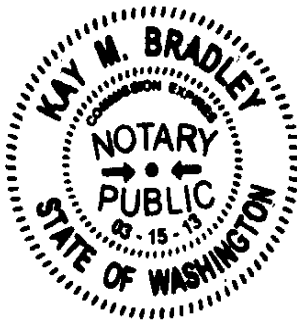
(all signatures must be acknowledged)


STATE OF WASHINGTON

COUNTY OF King

I certify that I know or have satisfactory evidence that COLIN M. ELDER is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Senior Vice President of SYMETRA LIFE INSURANCE COMPANY, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 30th day of April, 2012.




(Signature of Notary)

Kay M. Bradley
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
Residing at Seattle

My appointment expires 3-15-13

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EXHIBIT A

(Legal Description of Property)

Land and improvements situated in Cook County, Illinois:

PARCEL 1:

THE NORTH 354 FEET OF THE FOLOWING, TAKEN AS A TRACT:

LOT 9, EXCEPT THE WEST 67.58 FEET THEREOF AND LOTS 10, 11 AND 12 IN BLUE ISLAND GARDENS SUBDIVISION OF THE FOLLOWING DESCRIBED TRACT:

THE NORTHWEST QUARTER (EXCEPT THE EAST 20 ACRES THEREOF AND EXCEPT THE WEST 1/11 FEET OF THAT PART OF SAID NORTHWEST QUARTER LYING WEST OF SAID EAST 20 ACRES), IN SECTION 35, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3 IN ALSIP INDUSTRIAL PARK UNIT 2 BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND IN PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 IN ALSIP INDUSTRIAL PARK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35, ACCORDING TO THE PLAT THEREOF RECORD APRIL 19, 1968 AS DOCUMENT 20464384; THENCE NORTH 00 DEGREES 00 MINUTES WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 447.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE SOUTH LINE OF WEST 128TH PLACE IN SAID ALSIP INDUSTRIAL PARK UNIT 2; THENCE NORTH 89 DEGREES 27 MINUTES 40 SECONDS WEST ALONG SAID SOUTH LINE OF WEST 128TH PLACE, A DISTANCE OF 6.97 FEET; THENCE SOUTH 11 DEGREES 17 MINUTES 20 SECONDS WEST, A DISTANCE OF 158.51 FEET TO A POINT 38.00 FEET OF THE WEST LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES EAST ALONG A LINE PARALLEL WITH AND 38.00 FEET WEST OF THE WEST LINE OF SAID LOT 3, A DISTANCE OF 285.92 FEET TO THE SOUTH LINE OF SAID LOT 3 EXTENDED WEST (ALSO BEING THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/2 OF SAID SECTION 35); THENCE SOUTH 89 DEGREES 29 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 EXTENDED WEST, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PROPERTY TAX INDEX # 24-35-100-036; 24-35-101-034; 24-35-101-036; 24-35-101-038; 24-35-101-040; 24-35-100-044.