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This document was prepared by,
and after recording, return to:

John F. Purtill
Meltzer, Purtill & Stelle LLC
1515 East Woodfield
Second Floor
Schaumburg, IL 60173

Property Address:
See Exhibit A.



Doc#: 1217244066 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/20/2012 12:54 PM Pg: 1 of 9

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SUBORDINATION AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENMENT AGREEMENT dated as of June 1, 2012 (the "Agreement"), is executed by and among **SPY GLASS ILLINOIS, LLC**, an Illinois limited liability company ("Landlord"), **SWEETENER SUPPLY CORPORATION**, an Illinois corporation (the "Tenant"), and **OLD SECOND NATIONAL BANK**, its successors and assigns (the "Lender").

RECITALS:

A. The Lender is the Mortgagee under that certain Real Estate Mortgage dated as of September 28, 2007 and recorded in the Cook County, Illinois Recorder's Office (the "Recorder's Office") on October 9, 2007 as Document No. 0728203047, made by Spy Glass Properties, LLC ("Spy Glass Properties") to the Lender (as amended, renewed, extended, modified, or restated, being hereinafter referred to herein as the "Mortgage") which encumbers the Real Estate (as hereinafter defined), by an Assignment of Rents, dated as of September 28, 2007 and recorded in the Recorder's Office on October 9, 2007 as Document No. 0728203048, made by Spy Glass Properties to the Lender (as amended, renewed, extended, modified, or restated, being hereinafter referred to herein as the "Assignment") which further encumbers the Real Estate and each of which Mortgage and Assignment secures that certain Mortgage Loan to Spy Glass in the principal amount of Four Million Nine Hundred Seventy-Eight Thousand One Hundred Sixty and 63/100 Dollars (\$4,978,160.63) (the "Loan" also known as Loan No. 60101002040).

B. Pursuant to the terms of that certain Loan Assumption and Mortgage Modification Agreement dated August 1, 2011 and recorded with the Recorder's Office on September 13, 2011 as Document No. 1125619114, the Loan, Mortgage and Assignment were assigned by Spy Glass Properties to and assumed by Landlord.

C. The Tenant has entered into that certain Lease dated August 15, 2011 with the Landlord (or the Landlord's predecessor-in-interest) (the "Lease", the Lease, together with all amendments and modifications thereof, being collectively referred to herein as the "Lease Agreement"), pursuant to which the Tenant has leased certain premises (the "Leased Premises")

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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.

D. The Tenant is an affiliate of the Landlord and both the Landlord and Tenant will benefit from the Loans. In order to induce the Lender to make the Loans, the Tenant has agreed to enter into this Agreement and subordinate its interest in the Lease to the lien of the Mortgage pursuant to the terms hereof.

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

AGREEMENTS:

1. The Tenant covenants with the Lender that the Lease Agreement 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 Agreement. 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 Lender's right, title and interest in and to such proceeds and awards.

2. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Real Estate, including the Lease Agreement, 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 Lender for direct payment to the Lender of the rents due under the Lease Agreement, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender.

3. Prior to pursuing any remedy available to the Tenant under the Lease Agreement, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease Agreement (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease Agreement under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease Agreement or otherwise, and (b) allow the Lender 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 Lender such additional time as the Lender may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. The Tenant

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shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease Agreement have lapsed without the Landlord having effectuated a cure thereof.

4. If the Lender 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, and the Lease Agreement has not been terminated as provided herein, the Lease Agreement 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 Agreement (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 Agreement 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 Agreement without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender 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 Agreement for the remainder of the term thereof (including any extension periods, if the Tenant elects or has elected to exercise its options, if any, 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 Lender 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 3 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease Agreement 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 or other deposits not actually paid over to such new owner by the Landlord;

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

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease Agreement 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.

5. 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 the Lender: Citic Second National Bank
37 South River Street
Aurora, Illinois 60506-4173
Attention: James Eccher

With a copy to: Meltzer, Purtill & Stelle LLC
1515 East Woodfield Road
Second Floor
Schaumburg, IL 60173
Attn: John F. Purtill

To the Landlord: Spy Glass Illinois, LLC
9501 West Southview
Brookfield, Illinois 60513-1529
Attention: Joseph Gardella

With a copy to: Horwood, Marcus & Bere Chtd.
500 West Madison Street, Suite 3700
Chicago, Illinois 60661
Attention: Keith Berk

To the Tenant: Sweetener Supply Corporation
9501 West Southview
Brookfield, Illinois 60513-1529
Attention: Joseph Gardella

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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.

6. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that upon default by the Landlord or Tenant under the Loan Agreement that is not cured within the applicable cure period, if any, and upon Lender's election to foreclose its Mortgage against the Real Estate, Lender shall be permitted, 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.

7. 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 Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

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

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:

SPY GLASS ILLINOIS, LLC, an Illinois limited liability company

By: Spy Glass Properties, LLC, its Manager

By: _____

Name: Joe Geradella

Its: Manager

TENANT:

SWEETENER SUPPLY CORPORATION, an Illinois corporation

By: _____

Name: PAMI M. JULIEN

Its: VP Finance

LENDER:

OLD SECOND NATIONAL BANK

By: _____

Name: David Math

Its: Assistant Vice President

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

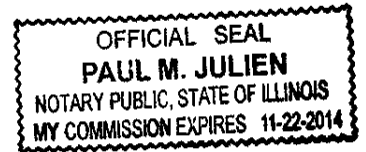
State of IL
County of COOK } ss.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph P. Bandella, the Manager of SPY GLASS ILLINOIS LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such J.P. Bandella, 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 29 day of May, 2012.

[Signature]
Notary Public

My Commission Expires:



State of IL
County of Cook } ss.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Paul M. Julien, the V.P. Finance of SWEETENER SUPPLY CORPORATION, an Illinois 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of May, 2012.



[Signature]
Notary Public

My Commission Expires:

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STATE OF Illinois)
) SS.
COUNTY OF Kane)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David Mottet, the ~~AA~~ AVP of OLD SECOND NATIONAL BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of May, 2012.

Candi L Hall
Notary Public



My Commission Expires:

UNOFFICIAL COPY**EXHIBIT A**
(Legal Description)

THAT PORTION OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 275.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED:

THENCE SOUTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 3, A DISTANCE OF 246.24 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 320.00 FEET SOUTHERLY OF SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 3 TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 105.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, BURLINGTON NORTHERN RAILROAD CO'S (FORMERLY CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY'S) MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 600.00 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 160.0 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT OF 5.0 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY EXTENSION OF THE CENTERLINE OF MORTON AVENUE, ACCORDING TO THE RECORDED PLAT OF THE TOWN OF BROOKFIELD, ILLINOIS; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH SAID NORTH LINE OF SECTION 3; THENCE WESTERLY ALONG SAID NORTH LINE OF THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 9501 West Southview Avenue, Brookfield (Cook County), Illinois 60513
Permanent Index No.: 18-03-100-011