



Doc#: 1219941050 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2012 12:23 PM Pg: 1 of 8

This document was prepared by
and after recording should be
returned to:

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street
Suite 2910
Chicago, IL 60603

Address of Property:
16000 South Wabash Avenue
South Holland, IL 60473

Permanent Index No.:
29-15-302-051-0000

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

THIS SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT
(the "Agreement") made and entered into as of this 11th day of July, 2012, by and between
WINDMILL NURSING PAVILION, LTD., an Illinois corporation (herein called "Tenant"),
and **MB FINANCIAL BANK, N.A.** (herein, together with its successors and assigns, called
"Mortgagee").

WITNESSETH

WHEREAS, Tenant entered into a lease dated October 1, 2000 (herein called the
"Lease") with **16000 S. WABASH, L.L.C.**, an Illinois limited liability company, as the
landlord thereunder (said landlord, together with its predecessors and successors in
interest under the Lease, the "Landlord") for the property ("Leased Premises") commonly
known as 16000 South Wabash Avenue, South Holland, Illinois; and

WHEREAS, the Leased Premises is situated upon real estate described on Exhibit A
attached hereto (the "Premises"); and

WHEREAS, Mortgagee, as a condition to making a (i) mortgage loan (the "Mortgage
Loan") and (ii) non-revolving line of credit construction loan (the "NRLOC Loan" and,
together with the Mortgage Loan, herein individually and collectively called the "Loan") on
the Premises has requested the execution of this Agreement; and

WHEREAS, the Mortgage Loan is evidenced by that certain Note (the "Mortgage
Loan Note") dated July 11, 2012 and secured, among other things, by a Mortgage (the
"First Mortgage") dated July 11, 2012, Assignment of Rents and Leases (the "Mortgage
Loan Assignment") dated July 11, 2012, and a Uniform Commercial Code Financing

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Statement (the "Mortgage Loan UCC"), all of which are collectively referred to herein as the "First Mortgage Loan Documents"; and

WHEREAS, the NRLOC Loan is evidenced by that certain Non-Revolving Line of Credit Note (the "NRLOC Note" and, together with the Mortgage Loan Note, herein individually and collectively called the "Note") dated July 11, 2012 and secured, among other things, by a Second Mortgage (the "NRLOC Mortgage" and, together with the First Mortgage, herein individually and collectively called the "Mortgage") dated July 11, 2012, Second Assignment of Rents and Leases (the "NRLOC Assignment" and, together with the Mortgage Loan Assignment, herein individually and collectively called the "Assignment") dated July 11, 2012, and a Uniform Commercial Code Financing Statement (the "NRLOC UCC" and, together with the Mortgage Loan UCC, herein individually and collectively called the "UCC"), all of which are collectively referred to herein as the "NRLOC Loan Documents" and, together with the First Mortgage Loan Documents, herein individually and collectively called the "Loan Documents"; and

WHEREAS, the Loan Documents other than the Note are collectively referred to as the "Security Documents"; and

WHEREAS, the Security Documents have been recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said Premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

3. In the event that the Mortgagee shall, by foreclosure, conveyance in lieu of foreclosure, or otherwise, succeed to the interest of the Landlord under the Lease, the Mortgagee (and any purchaser at the foreclosure sale) agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee and/or purchaser at any foreclosure sale of the Premises, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee (or purchaser) for the breach of an agreement contained in the Lease that the Tenant might have had against the

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Landlord if the Mortgagee (or purchaser) had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee (or purchaser) shall not be:

- a. liable for any act or omission of any prior or subsequent landlord (including the Landlord); or
- b. subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- c. bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
- d. bound by any amendment or modification of the Lease made without its consent.

4. Notwithstanding anything to the contrary hereinabove contained, any interest of the Tenant in an option to purchase all or any part of the demised premises contained in the Lease is specifically subordinated to the rights of the first Mortgagee under the terms of the Mortgage and such option shall not be binding upon the first Mortgagee, his successors or assigns.

5. Mortgagee does not intend hereby to waive or negate any covenant or agreement in said Lease which provides Landlord an option to cancel independently of any default by Tenant.

6. It is understood and agreed that this instrument may be dated, executed and delivered prior to the execution, delivery and/or recordation of the Security Documents but, nonetheless, this instrument shall be and remain effective for the uses and purposes herein set forth.

7. In the event the Mortgage shall be assigned, the named Mortgagee shall be relieved of further responsibility hereunder and the benefits and burdens hereunder shall inure to the benefit of and be binding upon each successor owner of the Mortgage.

[Remainder of page intentionally left blank; signature page follows.]

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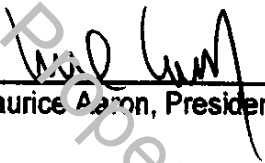
IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

TENANT:

MORTGAGEE:

WINDMILL NURSING PAVILION, LTD., an Illinois corporation

MB FINANCIAL BANK, N.A.

By: 
Maurice Aaron, President

By: _____
Name: _____
Its: _____

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.


TENANT:

MORTGAGEE:

WINDMILL NURSING PAVILION, LTD., an Illinois corporation

MB FINANCIAL BANK, N.A.

By: _____
Maurice Aaron, President

By: 
Name: Mitchell A. Morgenstern
Its: Senior Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Maurice Aaron**, the President of **WINDMILL NURSING PAVILION, LTD.**, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me 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 **WINDMILL NURSING PAVILION, LTD.** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of July, 2012.

Steven E Levy
Notary Public :



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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Mitchell A. Morgenstern, the SVP of **MB FINANCIAL BANK, N.A.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me 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 **MB FINANCIAL BANK, N.A.** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of July, 2012.

C Cheryl Fischer

 Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Out-lot 'A' in South Shore Rest Home Subdivision, a subdivision of Lots 11 to 14 (except that part of Lot 13 described as follows: the North 73.46 feet of the South 84.32 feet of the East 215.95 feet) all in Henry De Young's Resubdivision of Lots 35 and 38 in County Clerk's Division of Unsubdivided Lands South of the Calumet River in the Southwest $\frac{1}{4}$ of Section 15; also of Lot 19 in School Trustees' Subdivision of Section 16, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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