

# UNOFFICIAL COPY



Doc#: 1225601024 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/12/2012 09:04 AM Pg: 1 of 6

Property of Cook County Clerk's Office

15129981-PK 4 of 5

(ABOVE SPACE RESERVED FOR RECORDING)

## SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 23 day of July 2012, between Southern Farm Bureau Life Insurance Company, a Mississippi corporation, whose address is 1401 Livingston Lane, Jackson, Mississippi 39213, hereinafter referred to as the "Mortgagee," and Subway Real Estate Corp. whose address is 325 Bic Drive, Milford, Connecticut 06461, hereinafter referred to as the "Lessee";

### WITNESSETH:

WHEREAS, Lessee has entered into a certain Lease (the "Lease") with Chicago Title Land Trust Company, as Successor Trustee under Trust Agreement dated September 1, 1990 and known as Trust No. 90-3014.

hereinafter referred to as "Lessor," bearing date of the 15<sup>th</sup> day of February, 2010, covering premises, hereinafter referred to as the "Leased Premises," located in Cook County, Illinois, and more fully described in Exhibit "A" attached hereto and hereby made a part hereof; and,

WHEREAS, Mortgagee is currently contemplating making a loan in the sum of One Million Nine Hundred Thousand Dollars and NO/100 (\$1,900,000.00) to the Lessor represented by a Note in such amount and secured by a Deed of Trust or Mortgage (the

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EX 333-07

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"Mortgage") covering the Leased Premises; and,

WHEREAS, Lessee has agreed that the Lease shall be subject and subordinate to the Mortgage provided Lessee is assured of continued occupancy of its premises under the terms of the Lease, subject to the terms of the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of ONE DOLLAR (\$1.00), by each party in hand paid to the other, the receipt whereof is hereby acknowledged, it is hereby agreed as follows:

(1) The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacement and extensions thereof.

(2) In the event it should become necessary to foreclose the Mortgage, Mortgagee, for itself and its successors and assigns, agrees that Lessee may continue its occupancy of the Leased Premises in accordance with the terms and provisions of the Lease, so long as Lessee continues to pay rent and otherwise to perform its obligations on its part to be performed hereunder and under the Lease.

(3) Lessee further agrees that, in the event Lessee acquires title to the Leased Premises pursuant to any provisions of the Lease or otherwise, there will be no merger of the estates of the landlord and tenant and the Lease and the Lessee's obligations thereunder shall continue in full force and effect.

(4) So long as Lessee has quiet enjoyment of the Leased Premises, and subject to the terms of the Mortgage, Lessee agrees to attorn to (a) Mortgagee when in possession of the Leased Premises, whether by foreclosure of the Mortgage or pursuant to the assignment of leases given by Lessor to Mortgagee, or to (b) a receiver when appointed in an action or proceeding to foreclose the Mortgage, or to (c) any party acquiring title to the Leased Premises. Lessee agrees to execute and deliver, upon request, an appropriate agreement of attornment.

(5) Notwithstanding anything in the Lease to the contrary, Lessee hereby agrees that so long as the Mortgagee holds a mortgage on the Leased Premises, Lessee will mail to the Mortgagee at its principal place of business hereinabove set forth, or at such other place as may be hereafter from time to time designated by mortgagee in writing, a copy of all material notices which Lessee may from time to time serve upon Lessor under and pursuant to the terms and provisions of the Lease, provided that no notices to Lessor, whether material or not, shall be effective against Mortgagee for any purpose unless a copy of such notice is also, at the same time it is served upon Lessor, served upon Mortgagee. **★ USE ITS BEST EFFORTS TO ★**

(6) Lessee agrees that, from and after the date hereof, it: (a) will not pay rent under

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the Lease more than 30 days in advance of its due date, (b) will not <sup>MATERIALLY</sup> modify, alter or change the terms of the Lease without the prior written consent of Mortgagee, <sup>EXCEPT AS PROVIDED BY THE LEASE</sup> (c) will not surrender or cancel the Lease or consent to modification of any of its terms nor to the termination thereof by the Lessor without the prior written consent of Mortgagee, and (d) will not seek to terminate the Lease, withhold rentals, or seek the forfeiture of or otherwise attempt to limit or adversely affect the rights of the Lessor by reason of any act, omission or default under the Lease by Lessor until Lessee has given written notice of such act, omission or default to Mortgagee, and until Mortgagee is given the time permitted in the Lease or a reasonable period of not less than 30 days following the giving of such notice, whichever is greater, during which period Mortgagee shall have the right, but shall not be obligated, to remedy such act, omission or default or proceed with reasonable diligence and good faith to complete the curing thereof. Mortgagee may, at its option, within the time permitted herein for Mortgagee to cure any act, omission or default by Lessor under the Lease, do and perform any act or thing required of the Lessor under the Lease, and all things so done and performed by Mortgagee shall be as effective to prevent the Lessor's rights under the Lease from being forfeited or otherwise adversely affected because of a default by Lessor, as the same would have been if done and performed by Lessor.

(7) Lessee agrees that Mortgagee may, at its option, cause the loan contemplated herein to be made by one of its affiliate companies or may grant a participation in said loan, or may sell the loan to a third party.

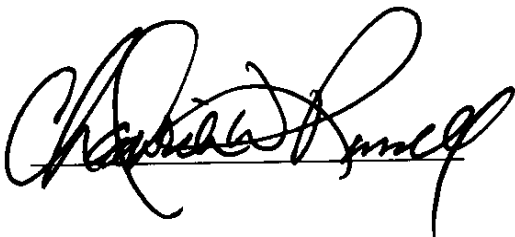
(8) This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

IN THE PRESENCE OF:

ATTEST:

SOUTHERN FARM BUREAU LIFE  
INSURANCE COMPANY



By:   
Its: V.P. Legal

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ATTEST:

\_\_\_\_\_

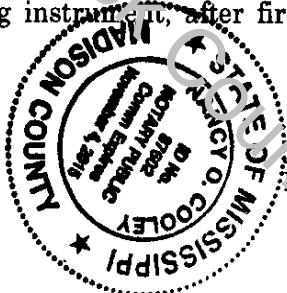
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of August, 2012, within my jurisdiction, the within named Perry McBaugh who acknowledged that (he) (she) is V.P. Legal of Southern Farm Bureau Life Insurance Company, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Nancy O. Cooley  
NOTARY PUBLIC

My Commission Expires:

ATTEST:

\_\_\_\_\_

SUBWAY REAL ESTATE CORP.

By: \_\_\_\_\_

Its: Ernest A. Oliver, Jr.  
Duly Authorized

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

Personally appeared before me, the undersigned authority in and for the said county and

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state, on this 23rd day of July, 2012, within my jurisdiction, the within named Ernest A. Oliver, Jr. who acknowledged that (he) (~~she~~) is Duly Authorized of Subway Real Estate Corp. a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (~~she~~) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Sharon A. Chaco Sharon A. Chaco  
 NOTARY PUBLIC NOTARY PUBLIC  
 State of Connecticut  
 My Commission Expires  
 April 30, 2017

My Commission Expires:

Prepared By:  
 James P. Antonopoulos, Esq.  
 5045 North Harlem Avenue  
 Chicago, Illinois 60656

MAIL TO:  
 Wesley W. Broquard, Esq.  
 Barnes & Thornburg LLP  
 One N. Wacker Drive, Suite 4400  
 Chicago, Illinois 60603

## LEGAL DESCRIPTION

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LOTS 1 TO 12 IN LOCK 2 IN PIERCE'S HUMBOLDT PARK ADDITION BEIN A  
SUBDIVISION OF THE EAST ½ OF AND THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF  
THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RNGE 13, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3301-3329 West North Avenue, Chicago, IL 60647

P.I.N.: 16-02-202-008-0000, 16-02-202-009-000, 16-02-202-010-0000, 16-02-202-011-0000,  
16-02-202-012-0000

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