



Prepared by [Signature]

When recorded, return to:

Doc#: 1305612054 Fee: \$88.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/25/2013 11:11 AM Pg: 1 of 9

JPMorgan Chase Bank Lease Administration  
1111 Polaris Parkway, Suite M-1  
Mail Code OH1-0241  
Columbus, Ohio 43240  
Attn: Lease Administration Manager

SA 3747008  
Kouros D.  
3/24

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of the 29th day of January, 2013, ~~2011~~, by and among Crystal Lake Bank & Trust Company, N.A. ("Lender"), Chicago Title Land Trust Company, as Trustee under that certain Trust Agreement dated April 29, 1998 and known as Trust Number 121727 (the "Parcel 1 Trust"); Oleg Levit, as sole beneficiary under the Parcel 1 Trust (the "Beneficiary"); Oleg Levit, individually ("Levit") (the Trustee, the Beneficiary and Levit are collectively referred to herein as "Landlord") ("Landlord"), and JPMorgan Chase Bank, N.A., a national banking association ("Tenant").

WITNESSETH:

WHEREAS, Lender is now the owner and holder of that certain Promissory Note ("Note") dated January 29th, 2013, in the principal sum of TWO MILLION and NO/100 AND /100 DOLLARS (\$ 2,000,000.00), secured by a first priority Mortgage, Security Agreement and Assignment of Rents ("Mortgage"), dated of even date with the Note, recorded on \_\_\_\_\_, \_\_\_\_\_, as Document No. \_\_\_\_\_ in the Cook County Recorder of Deeds Office, which Mortgage constitutes a lien or encumbrance on the real property described in Exhibit A attached hereto and incorporated herein for all purposes, together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in the Mortgage ("Property") ; and

WHEREAS, Tenant is the holder of a leasehold estate in and to the Property, (the Property which is the subject of such leasehold estate, together with Tenant's appurtenant easements in the Property, being referred to as the "Demised Premises"), pursuant to the terms of that certain Ground Lease ("Lease") dated August 10, 2011, and executed by Tenant and Landlord; and

WHEREAS, Tenant, Landlord and Lender desire to confirm their understandings with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree and covenant as follows:

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P 9  
S N  
SC Y  
INT PH

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1. Non-Disturbance by Lender. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession and occupancy of the Demised Premises shall not be interfered with or disturbed by Lender during the term of the Lease or any extension thereof duly exercised by Tenant.

2. Attornment by Tenant. If the interests of Landlord in and to the Demised Premises are owned by Lender by reason of judicial foreclosure, private trustee sale or other proceedings brought by it or by any other manner, including, but not limited to, Lender's exercise of its rights under any collateral assignment(s) of leases and rents, and Lender succeeds to the interest of the Landlord under the Lease, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension thereof duly exercised by Tenant with the same force and effect as if Lender were the Landlord under the Lease. Tenant does hereby attorn to Lender, as its Landlord, said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon Lender's succeeding to the interest of the Landlord under the Lease; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of the Landlord under the Lease. Landlord hereby authorizes and directs Tenant to deliver such payment to Lender upon receipt of such written notice and shall indemnify and hold Tenant harmless from any loss, cost, expense or claim incurred by Tenant in connection with its compliance with this provision. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extension, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference, with the same force and effect as if set forth at length herein.

3. Lender Bound by Terms of Lease. If Lender shall succeed to the interest of Landlord under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease.

4. Subordination of Lease. Subject to the terms of this Agreement (including, but not limited to, those in Paragraph 2), the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage.

5. Successors of Lender Also Included. The term "Lender" shall be deemed to include the Lender stated hereinabove and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest by, through or under judicial foreclosure or private trustee's sale or other proceedings brought pursuant to the Mortgage, or deed in lieu of such foreclosure or proceedings, or otherwise.

6. No Modification. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

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7. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

8. Notices. All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be deemed served and given at the time of (i) deposit in a depository receptacle under the care and custody of the United States Postal Service, properly addressed to the designated address of the addressee as set forth below, postage prepaid, registered or certified mail with return receipt requested or (ii) delivery to the designated address of the addressee set forth below by a third party commercial delivery service. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notices, the addresses of the parties shall be as follows:

Lender: Crystal Lake Bank & Trust Company, N.A.  
5100 Northwest Highway,  
Crystal Lake, IL 60014

Tenant: JPMorgan Chase Lease Administration  
 1111 Polaris Parkway, Suite M-1  
 Mail Code OH1-0241  
 Columbus, OH 43240  
 Attn: Lease Administration Manager

With a copy to: JPMorgan Chase Bank, N.A.  
 237 Park Avenue, 12th Floor  
 Mail Code: NY1-R066  
 New York, New York 10017-3140  
 Attn: Regional Manager of Real Estate

JPMorgan Chase Law Department  
 1111 Polaris Parkway, Suite 4P  
 Mail Code OH1-0152  
 Columbus, OH 43240  
 Attn: Real Estate Counsel

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Landlord: Chicago Title Land Trust, u/a 121727.  
clo oleg levit  
6229 N. Western Ave  
Chicago IL 60659

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other parties of such new address at least thirty (30) days prior to the effective date of such new address.

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

**LENDER:** Crystal Lake Bank & Trust Company, N.A.

\_\_\_\_\_  
a \_\_\_\_\_

By: [Signature]  
Name: KEITH J HOGAN  
Title: VP

**TENANT:**

JPMorgan Chase Bank, N.A., a national banking association

By: [Signature]  
Name: Donna Ogilvie  
Title: Assistant Vice President

(See attached rider for the Exculpatory Provision of Chicago Title Land Trust Company)



**LANDLORD:** Chicago Title Land Trust Company, as Trustee under that certain Trust Agreement dated April 29, 1998 and known as Trust Number 121727 (the "Parcel 1 Trust"); <sup>and not personally</sup> Oleg Levit, as sole beneficiary under the Parcel 1 Trust (the "Beneficiary"); Oleg Levit, individually ("Levit") (the Trustee, the Beneficiary and Levit are collectively referred to herein as "Landlord")

[Signature]  
Oleg Levit  
By: [Signature]  
Name: Barbaret Denisewicz  
Title: Trust Officer

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Landlord: Chicago Title Land Trust, UTA 121727.  
C/O Oleg Levit  
6229 N. Western Ave  
Chicago IL 60659

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

**LENDER:** Crystal Lake Bank & Trust Company, N.A.

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

JPMorgan Chase Bank, N.A., a national banking association

By: Donna Ogilbee  
Name: Donna Ogilbee  
Title: Assistant Vice President

(See attached rider for the Exculpatory Provision of Chicago Title Land Trust Company)



**LANDLORD:** Chicago Title Land Trust Company, as Trustee under that certain Trust Agreement dated April 29, 1998 and known as Trust Number 121727 (the "Parcel 1 Trust"); <sup>and not personally</sup> Oleg Levit, as sole beneficiary under the Parcel 1 Trust (the "Beneficiary"); Oleg Levit, individually ("Levit") (the Trustee, the Beneficiary and Levit are collectively referred to herein as "Landlord")

Oleg Levit  
By: [Signature]  
Name: Harriet Denisewicz  
Title: Trust Officer

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**EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 29, 1998, AND KNOWN AS TRUST NO 121727 ATTACHED TO AND MADE A PART OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DATED JANUARY 29, 2013 WITH JPMORGAN CHASE BANK, N.A., a National Banking Association (tenant)**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Cook County Clerk's Office

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STATE OF ILLINOIS

COUNTY OF Madison

This instrument was acknowledged before me on the 24th day of January, 2013, by Keith Hogan the E.V.P. of Crystal Lake Bank & Trust Company, N.A., on behalf of said National Banking Association.

(Seal)

Tamara Berlin  
Notary Public



Notary of Cook County Clerk's Office

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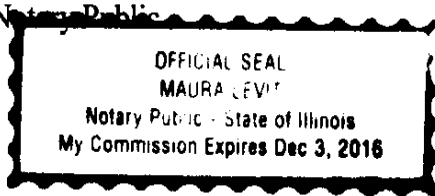
STATE OF Illinois

COUNTY OF Cook

This instrument was acknowledged before me on the 25<sup>th</sup> day of January, 2013 by Oleg Levix, the \_\_\_\_\_ of \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(Seal)

M. Levix  
Notary Public



STATE OF Ohio

COUNTY OF Franklin

This instrument was acknowledged before me on the 23 day of January, 2013, by Donna Ogilbee, the AVP of **JPMORGAN CHASE BANK, N.A.**, a national banking association, on behalf of said national banking association.

(Seal)

[Signature]  
Notary Public



ALISSA HOLFINGER, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

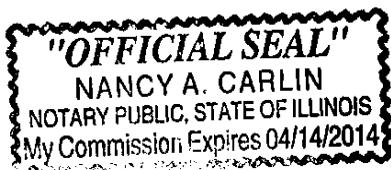
STATE OF Illinois

COUNTY OF Cook

This instrument was acknowledged before me on the 29 day of January, 2013 by Harriet Denisewicz, the Trust Officer of Chicago Title Land/Trust Company, a Corporation of Illinois, on behalf of said Chicago Title Land Trust Company

(Seal)

Nancy A. Carlin  
Notary Public





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## EXHIBIT A TO SNDA

PARCEL 1: THE SOUTH 50.0 FEET OF THE NORTH 316.0 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 50.0 FEET THEREOF CONDEMNED FOR WESTERN AVENUE AND EXCEPT THE EAST 8.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 100.0 FEET OF THE NORTH 266.0 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 50.0 FEET THEREOF CONDEMNED FOR WESTERN AVENUE AND EXCEPT THE EAST 8.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 50 FEET OF THE NORTH 416 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6 AND EXCEPT THE EAST 8 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE SOUTH 50 FEET OF THE NORTH 336 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6 AND EXCEPT THE EAST 8 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE SOUTH 32.62 FEET OF THE NORTH 448.62 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 6 AND EXCEPT THE EAST 8 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PINS - 14-06-112-002-0000

14-06-112-003-0000

14-06-112-018-0000

Address : 6133-59 N. Western Ave, Chicago, IL