



Doc#: 1312115008 Fee: \$48.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 05/01/2013 08:57 AM Pg: 1 of 6

**PREPARED BY WHEN
RECORDED MAIL TO:**

William J. Lapelle, Esq.
Law Offices of William J. Lapelle, PC
One Northfield Plaza, Suite 528
Northfield, Illinois 60093

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT –
OAK BROOK APPLE, LLC**

This Agreement is dated as of January 10, 2013, and is made by and between **Core Group Inc., an Illinois Corporation, d.b.a. Core Design & Production and Core Electronics** ("Tenant") and **Banco Popular North America**, ("Lender").

P R E A M B L E:

Pursuant to that certain Lease more fully described on Exhibit B attached hereto (said lease, as amended, and as may from time to time be amended, modified, substituted, extended, renewed or restated shall be referred to as the "Lease"), **Oak Brook Apple, LLC, an Illinois limited liability company** (the "Landlord"), the owner of the property more fully described on Exhibit "A" attached hereto ("Property"), leased to Tenant the Property described in the Lease. Landlord has requested Lender to provide financing (the "Financing") from time to time to Landlord, which Financing shall be secured by the Property. Lender has agreed to provide such Financing so long as, among other things, this Agreement is entered into by Tenant.

NOW, THEREFORE, in consideration of the foregoing, to induce Lender to provide the Financing to Landlord and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Representations Regarding Lease.** Tenant represents and warrants to Lender that (a) Tenant is in possession of the Property; (b) except as described on Exhibit B hereto, there have been no changes, modifications, alterations or amendments to the Lease; (c) no default or event of default (howsoever such terms are defined) exists under the Lease; (d) all parties to the Lease are in full compliance with the terms and provisions of the Lease; (e) all rent and other payments required to be paid by Tenant under the Lease as of the date of this Agreement have been paid in full; and (f) Tenant has no offsets or defenses to Tenant's performance under the Lease.

2. **Attornment.** Tenant covenants and agrees to attorn to Lender or any other purchaser at any foreclosure sale of the Property as its new landlord and upon such event the Lease shall continue in

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full force and effect as a direct lease between the Tenant and Lender or such other person, upon all terms, covenants, conditions and agreements set forth in the Lease; provided, however, that in no event shall Lender or such third person be (a) liable for any act or omission of the Landlord; (b) subject to any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord; or (c) bound by any payment of rent or additional rent made by the Tenant to the Landlord for more than one month in advance.

3. Subordination of Lease. Tenant covenants and agrees that all of Tenant's right, title and interest in and under the Lease is and shall be subordinated to the lien or interest of Lender in and to the Property, and to all right, title and interest granted to Lender in and to the Property, in the same manner as if the Lease had been executed after execution, delivery and recording of Lender's interest in the Property.

4. Nondisturbance. Lender covenants and agrees that in the event that Lender or any other person exercise any of its rights, powers or remedies pursuant to any agreement, instrument or document relating to the Financing with respect to the Property, and Lender or any other person acquires title to the Property pursuant to the exercise of any such right, power or remedy, and provided that the Tenant is not then in default under the Lease, then Tenant's leasehold shall not be disturbed by Lender's or any third parties' exercise of any of such rights, powers or remedies.

5. Amendment, Modifications. This Agreement may not be modified other than by agreement in writing signed by Lender and Tenant, or by their respective successors in interest.

6. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lender and its successors and assigns, and be binding upon Tenant and its successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Agreement.

8. Governing Laws. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the internal laws, and not the conflict of laws provisions, of the State of Illinois.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the day and year first set forth above.

Banco Popular North America:

By: 

Title: Vice President

Core Group Inc., an Illinois Corporation, d.b.a. Core Design & Production and Core Electronics
(Tenant)

By: 

Its: Arturo Alvarez / President

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LENDER

STATE OF Ill)
COUNTY OF Cook) SS.)

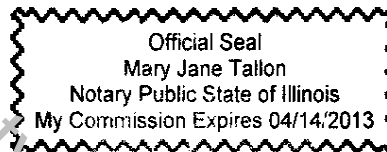
The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Alan Shaw, of Banco Popular North America personally known to me to be the same person whose names are subscribed to the foregoing instrument as such V.P. appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's 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 4th day of April, 2013.

Mary Jane Tallon
NOTARY PUBLIC

My Commission Expires:

04/14/2013
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EXHIBIT A – LEGAL DESCRIPTION

COMMON ADDRESS: 1512 East Algonquin Road, Arlington Heights, IL 60005
 PIN 08-23-202-013

LEGAL DESCRIPTION:

ALL THAT PART OF LOT 3 IN LINNEMANN'S DIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTH 477.78 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 3 WITH THE NORTHERLY LINE OF ALGONQUIN ROAD AS DEDICATED BY DOCUMENT NO. 11195787; THENCE WEST AND NORTH ALONG THE NORTHERLY LINE OF SAID ROAD, BEING A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 1996.48 FEET, 469.44 FEET, ARC MEASURE TO A POINT OF TANGENT; THENCE NORTH 62 DEGREES, 40 MINUTES, 50 SECONDS WEST ALONG THE NORTHERLY LINE OF ALGONQUIN ROAD, TANGENT WITH THE LAST DESCRIBED CURVED LINE, 110.0 FEET, THENCE NORTH 27 DEGREES 19 MINUTES 10 SECONDS EAST, 100 FEET TO A POINT OF CURVE; THENCE NORTH AND EAST ALONG A CURVED LINE, TANGENT WITH THE LAST DESCRIBED LINE, CONVEX TO THE EAST AND HAVING A RADIUS OF 808.0 FEET, 121.0 FEET, ARC MEASURE; THENCE SOUTH 67 DEGREES, 05 MINUTES 16 SECONDS EAST, 480.95 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3, 228.0 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, 228.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

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**EXHIBIT B TO
ATTORNMENT, SUBORDINATION AND NONDISTURBANCE AGREEMENT**

Lease dated October 19, 2009, by and between Oak Brook Apple, LLC, an Illinois limited liability company, as Landlord and Core Group Inc., an Illinois Corporation, as Tenant.

Property of Cook County Clerk's Office