



1320712010

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Doc#: 1320712010 Fee: \$72.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/26/2013 08:47 AM Pg: 1 of 5

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), made and entered into as of July 19, 2013, by and between THE SHERWIN-WILLIAMS COMPANY, an Ohio corporation ("Lessee"), and MB FINANCIAL BANK, N.A., a(n) ("Mortgagee").

WITNESSETH:

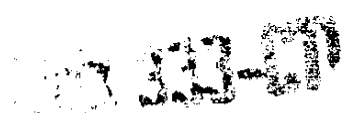
WHEREAS, Lessee, as lessee, and Wiley Road Industrial Park, LP or its predecessor-in-interest, as lessor ("Lessor"), entered into a certain lease dated October 2, 1998, as the same may have been or be amended, extended, renewed or otherwise modified (collectively, the "Lease"), covering premises located at 1261 Wiley Road, Unit E, Schaumburg, Illinois, as further described in the Lease (the "Demised Premises");

WHEREAS, Mortgagee is or will become the owner and holder of a note from Lessor secured by a mortgage or deed of trust (the "Mortgage"), dated July 19, 2013, and recorded as instrument No. 32072001n Volume Page County Recorder's Office, constituting a first lien on certain real property (the "Mortgaged Property") which includes the Demised Premises; and

WHEREAS, Mortgagee and Lessee desire to provide for the subordination of the Lease to the lien of the Mortgage, for the nondisturbance by Mortgagee of the Lease and Lessee's rights thereunder, and for certain other matters, all as further set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and consented to by Mortgagee and Lessee, Mortgagee and Lessee do hereby agree as follows:

- 1. The Lease is and shall be absolutely subordinate to the lien of the Mortgage.
2. So long as Lessee is not in default (after giving effect to any notice requirements and cure periods provided in the Lease) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the Demised Premises under the Lease and Lessee's rights and privileges thereunder shall not be diminished or interfered with by Mortgagee, and Lessee's occupancy of the Demised Premises shall not be disturbed by Mortgagee during the term of the Lease or any extensions or renewals thereof.



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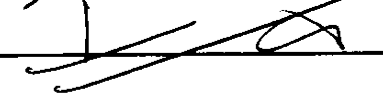
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3. If the interest of Lessor in the Mortgaged Property and/or the Lease shall be acquired by Mortgagee or its designee by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, then: the Lease and the rights of Lessee thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease; Lessee and Mortgagee shall thereupon be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof, with the same force and effect as if Mortgagee were originally the lessor under the Lease; and Lessee does hereby attorn to Mortgagee as its lessor under the Lease, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Mortgagee's succeeding to the interest of Lessor under the Lease.

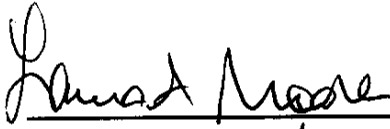

4. This Agreement shall be binding upon the successors in interest and assigns of the parties hereto. This Agreement may be executed in multiple, identical counterparts which, when taken together, shall constitute one and the same instrument.

WITNESS:

MB FINANCIAL BANK, N.A.

By: 
 Its: 

THE SHERWIN-WILLIAMS COMPANY,
an Ohio corporation

AL
 By: 
 Assistant Secretary

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STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, appeared Michael T. Cummins, to me personally known, who, being by me sworn, did say that he is the Assistant Secretary of The Sherwin-Williams Company, the corporation named in and which executed the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that said instrument is his free act and deed individually and the free act and deed of said corporation.

WITNESS my hand and official stamp or seal at Cleveland, Ohio, this 9 day of May, 2013.

Alyson Brown
Notary Public
My commission expires:

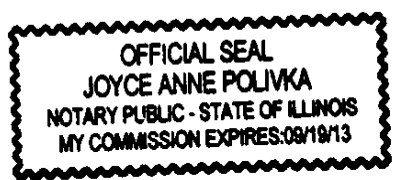
ALYSON I. BROWN
NOTARY PUBLIC - STATE OF OHIO
Res. Res. in Lorain County
My commission expires Mar. 31, 2015

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said county and state, appeared SUSAN KIM, to me personally known, who, being by me sworn, did say that he/she is the VICE PRESIDENT of MB Financial Bank, N.A., the corporation named in and which executed the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that said instrument is his/her free act and deed individually and the free act and deed of said corporation.

WITNESS my hand and official stamp or seal at ROLLING MEADOWS IL, this 19th day of JULY, 2013.

Joyce Anne Polivka
Notary Public
My commission expires:



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STREET ADDRESS: 1261 WILEY ROAD

CITY: SCHAUMBURG

COUNTY: COOK

TAX NUMBER: 07-12-100-015-0000

LEGAL DESCRIPTION:**PARCEL 1:**

THAT PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 119.36 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE, 394.52 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 486.76 FEET TO A LINE DRAWN 165.0 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, 399.12 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE OF THE NORTHWEST 1/4, 548.20 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, ALTER, REPLACE AND REMOVE ONE ACCESS ROADWAY IN, UNDER, UPON, THROUGH AND ACROSS A STRIP OF LAND, 82.5 FEET IN WIDTH, DESCRIBED AS FOLLOWS::

THAT PART OF THE EAST 50 FEET OF THE WEST 523.88 FEET OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING WITHIN THE FOLLOWING DESCRIBED PROPERTY: ALL THOSE PARTS OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 AND OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 385.64 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 81 DEGREES 6 MINUTES TO THE LEFT WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 2310.55 FEET, AND SAID LINE BEING THE SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED BY JOHN FREISH AND ELSIE FREISH, HIS WIFE, TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION FOR A CONNECTING ROAD BETWEEN PLUM GROVE ROAD AND MEACHAM ROAD (PARCEL "N"-6"0"-68), BY WARRANTY DEED DATED APRIL 5, 1957 RECORDED APRIL 9, 1957 IN BOOK 54770 ON PAGE 59 AS DOCUMENT 16872663; THENCE SOUTHERLY ALONG A SOUTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND SO CONVEYED BY DEED DATED APRIL 5, 1957, FORMING AN ANGLE OF 26 DEGREES 39 MINUTES 22 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 183.89 FEET THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 153 DEGREES 20 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 2461.97 FEET TO THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 83.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN THE NORTHERN ILLINOIS GAS COMPANY AND FIRST NATIONAL BANK OF DES PLAINES, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1979 AND KNOWN AS TRUST NUMBER 96542839 DATED NOVEMBER 6, 1978 AND RECORDED OCTOBER 30, 1979 AS DOCUMENT 25217149 AND RE-RECORDED JANUARY 21, 1980 AS DOCUMENT 25328414, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, ALTER, REPAIR, REPLACE AND REMOVE A DRIVEWAY OVER THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

PARCEL 'A': THE SOUTHERLY 82.5 FEET OF THE NORTHERLY 165 FEET ADJOINING THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHWEST TOLLWAY IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN A LINE DRAWN

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119.36 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12 AND A LINE DRAWN 513.88 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE AFORESAID NORTHWEST 1/4 OF SECTION 12 (ALSO LYING WITHIN NORTHERN ILLINOIS GAS COMPANY'S 82.5 FEET WIDE DUBUQUE RIGHT OF WAY, PARCEL 6-68, IN THE SECTION, TOWNSHIP AND RANGE AFORESAID), IN COOK COUNTY, ILLINOIS, AND;

PARCEL 'B': BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN PARALLEL WITH AND 119.36 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12 AFORESAID, WITH A LINE DRAWN PARALLEL WITH AND 165 FEET SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHWEST ILLINOIS TOLL HIGHWAY (SAID LINE BEING THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY); THENCE NORTHERLY PARALLEL WITH SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12, A DISTANCE OF 83.5 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID GAS COMPANY RIGHT OF WAY; THENCE WESTERLY ON SAID NORTHERLY LINE, 30.0 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY THE GRANT OF EASEMENT TO THE FIRST NATIONAL BANK OF DES PLAINES, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1979 AND KNOWN AS TRUST NUMBER 96542839, THEIR SUCCESSORS AND ASSIGNS, DATED AUGUST 1, 1981 AND RECORDED AUGUST 27, 1981 AS DOCUMENT 25981968, AND AS MODIFIED BY THAT MODIFICATION OF EASEMENT AGREEMENT DATED MARCH 1, 1982 AND RECORDED MARCH 25, 1982 AS DOCUMENT 26182430