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**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



Doc#: 1320712011 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/26/2013 08:49 AM Pg: 1 of 8

ADDRESS OF PROPERTY:

1261 Wiley Road, Schaumburg, IL 60173

PERMANENT INDEX NO.:

07-12-100-015-0000

201339261/8923743A4

12/6/13 CT1

SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT made and entered into as of this 13 day of May, 2013, by and between **FAST BALL USA**, a Corporation (hereinafter called "Tenant"), and **MB FINANCIAL BANK, N.A.** (hereinafter together with its successors and assigns, called "Mortgagee").

WITNESSETH

WHEREAS, Tenant entered into a lease dated January 25, 2006 (herein called the "Lease") with Wiley Road Industrial Park, L.P., a California limited partnership, as successor-in-interest to Wiley Industrial L.L.C., as the landlord thereunder (said landlord, together with its predecessors and successors in interest under the Lease, the "Landlord") for a portion of the property ("Leased Premises") commonly known as 1261 Wiley Road, Unit D, Schaumburg, IL 60173; and

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

WHEREAS, Mortgagee, as a condition to making a mortgage loan on the Premises has requested the execution of this Agreement; and

WHEREAS, the loan is evidenced by that certain Note and secured, among other things, by a Mortgage (the "Mortgage"), Assignment of Rents and Leases (the "Assignment"), and a Uniform Commercial Code Financing Statement (the "UCC"), all of which are collectively referred to herein as the "Loan Documents" and are dated JULY 19, 2013; and

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

WHEREAS, the Security Documents have been or will be 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 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.

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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.

[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:

FAST BALL USA, a owner

By: Michael RYAN
Name: [Signature]
Its: OWNER

MORTGAGEE:

MB FINANCIAL BANK, N.A.

By: [Signature]
Name: Susan Kim
Its: VP

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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 Michael Ryan, the owner of **FAST BALL USA**, a corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, he/she signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

Given under my hand and official seal this 13 day of May, 2013.

Leroy Ryan
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST $\frac{1}{4}$ AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST $\frac{1}{4}$, 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 486.78 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, 393.12 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE OF THE NORTHWEST $\frac{1}{4}$, 548.20 FEET TO THE PLACE OF BEGINNING, ALL 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 ON 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 $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING WITHIN THE FOLLOWING DESCRIBED PREMISES: ALL THOSE PARTS OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 11 AND OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 12, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 11; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 11, A DISTANCE OF 385.64 FEET TO THE PLACE 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-6C 68), WARRANTY DEED DATED APRIL 5, 1957 RECORDED APRIL 9, 1957 IN BOOK 54770 ON PAGE 59 AS DOCUMENT NUMBER 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 38 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 2461.97 FEET TO THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 11; THENCE NORTHERLY

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ALONG THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ 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 NUMBER 25217149 AND RE-RECORDED JANUARY 21, 1980 AS DOCUMENT NUMBER 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 REAL ESTATE: THE SOUTHERLY 82.5 FEET OF THE NORTHERLY 165 FEET ADJOINING THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NORTHWEST TOLLWAY IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN A LINE DRAWN 119.36 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 12 AND A LINE DRAWN 513.88 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE AFORESID NORTHWEST $\frac{1}{4}$ OF SECTION 12, ALSO LYING WITHIN NORTHERN ILLINOIS GAS COMPANY 82.5 FEET WIDE DUBUQUE RIGHT-OF-WAY, PARCEL 6-68, IN SECTION, TOWNSHIP AND RANGE AFORESAID, IN COOK COUNTY, ILLINOIS, AND THAT PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN PARALLEL WITH AND 119.36 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12 WITH A LINE DRAWN PARALLEL WITH AND 165 FEET SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHERN 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 QUARTER OF SECTION 12, 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 EASEMENT AGREEMENT DATED AUGUST 1, 1981 AND RECORDED AUGUST 27, 1981 AS DOCUMENT NUMBER 25981968, AS MODIFIED BY AGREEMENT DATED MARCH 1, 1982 AND RECORDED MARCH 25, 1982 AS DOCUMENT NUMBER 26182430.

ADDRESS OF PROPERTY:

1261 Wiley Road, Schaumburg, IL 60173

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