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This Document Prepared By
and After Recording Return To:

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Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603



Doc#: 1324844111 Fee: \$60.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/05/2013 03:57 PM Pg: 1 of 12

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S
USE ONLY

SUBORDINATION, NON-DISTURBANCE AND ATTORNTMENT AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of August, 2013 by and between PNC BANK, NATIONAL ASSOCIATION ("Tenant"), and BMO HARRIS BANK N.A. ("Lender"), and CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated December 9, 1994, and known as Trust No. 1100121 ("Landlord").

RECITALS:

WHEREAS, Landlord has executed a lease dated as of May 18, 2011, in favor of Tenant (the "Lease"), a memorandum of which is being recorded simultaneously herewith, covering a certain Premises (the "Premises") therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit A (said parcel of real estate and the Premises being sometimes collectively referred to herein as the "Property"); and

WHEREAS, Landlord has executed a Mortgage and Security Agreement with Assignment of Rents (such Mortgage and Security Agreement with Assignment of rents, as supplemented, hereinafter referred to as the "Mortgage") dated February 22, 2013 and recorded on April 4, 2013, as Document No. 1309444081 of the Records of Cook County, Illinois in favor of Lender, payable upon the terms and conditions described therein; and

WHEREAS, it is a condition to the loan secured by the mortgage that said Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the Lease and to the leasehold estate created thereby; and

WHEREAS, the parties hereto desire to assure Tenant's possession and control of the Property under the Lease upon the terms and conditions therein contained;

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NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

AGREEMENT:

1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest accrued and from time to time unpaid thereon, subject to this Agreement.

2. So long as Tenant is not in default as defined in the Lease in the payment of rent, additional rent or other charges or conditions of the Lease, Tenant shall not be disturbed by Lender in Tenant's possession, enjoyment, use and occupancy of the Premises during the original or any renewal term of the Lease or any extension or modification thereof, and Lender agrees to be bound by the Lease and all of the terms and conditions thereof. In the event of a conflict between the provisions of the Lease and the Mortgage, the terms of the Lease shall prevail.

3. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, the Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and Tenant, upon, and subject to, all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions therein provided. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.

4. Notwithstanding any other provision of this Agreement Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord), except that Lender agrees to cure any default of Landlord that is continuing as of the date Lender forecloses the Property within thirty (30) days from the date Tenant delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, *provided* Landlord diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; (c) bound by any rent that Tenant may have paid under the Lease more than one month in advance; (d) bound by any amendment or modification of the Lease hereafter made without Lender's prior written consent; (e) responsible for the return of any security deposit, if any, delivered to Landlord under the Lease and not subsequently received by Lender.

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5. Tenant agrees that upon receipt of written notice from Lender of an uncured default by Landlord under the Mortgage or the any notes or other loan documents secured by the Mortgage, all checks for all or any part of rentals and other sums payable by Tenant under this Lease shall be delivered to and drawn to the exclusive order of Lender unless Lender or a court of competent jurisdiction directs otherwise. Such an assignment of rents shall not relieve Landlord of any of its obligations under the Lease and shall not modify or diminish any rights granted to Tenant by the Lease or this Agreement, including but not limited to, Tenant's rights of offset or deduction. Provided that Tenant pays the Lender following Landlord's default and a notice from Lender, then Landlord relieves Tenant of all liability for the payment of any sums as required under this paragraph 5. Tenant shall have no liability nor obligation to verify the existence of any default so alleged by Lender.

6. All notices and other communications hereunder shall be in writing and shall be deemed given when received, whether personally, by a nationally recognized overnight delivery service that provides for receipted delivery, facsimile transmission (followed by regular mail) or registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Tenant:

PNC Bank, N.A.
 c/o PNC Realty Services
 Two PNC Plaza – 19th Floor
 620 Liberty Avenue
 Pittsburgh, PA 15222
 ATTN: Executive Vice President

If to Lender:

BMO Harris Bank N.A.
 111 West Monroe Street
 Chicago, Illinois 60603
 ATTN: Ryan Fuelling

If to Landlord:

Chicago Title Land Trust Company
 10 South LaSalle Street
 Suite 2750
 Chicago, Illinois 60603

7. Said Mortgage shall not cover nor encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any

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condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

9. Should any action or proceeding be commenced to enforce any of the provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

10. Tenant shall not be enjoined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

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

TENANT:

PNC BANK, NATIONAL ASSOCIATION

By: Mario T. Spudis
Name: Mario T. Spudis
Title: Vice President

LENDER:

BMO HARRIS BANK N.A.

By: _____
Name: Kimberly Yates
Title: Senior Vice President

LANDLORD:

CHICAGO TITLE LAND TRUST COMPANY

By _____
Its _____ Vice President

Type or Print Name

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

TENANT:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

LENDER:

BMO HARRIS BANK N.A.

By: *Kimberly Yates* _____

Name: Kimberly Yates

Title: Senior Vice President

LANDLORD:

CHICAGO TITLE LAND TRUST COMPANY

By _____

Its _____ Vice President

Type or Print Name

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

TENANT:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

LENDER:

BMO HARRIS BANK N.A.

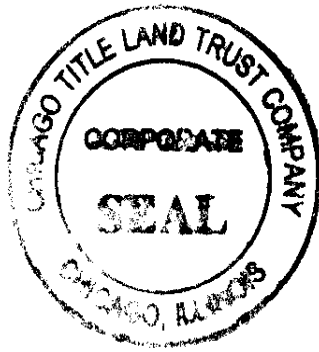
By: _____

Name: Kimberly Yates

Title: Senior Vice President

LANDLORD:

CHICAGO TITLE LAND TRUST COMPANY



By Kelli A. Beyer

Its Assistant Vice President

Kelli A. Beyer

Type or Print Name

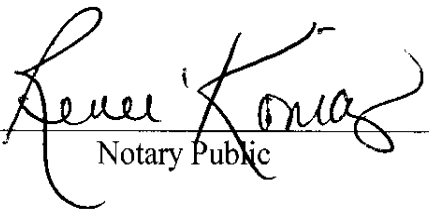
ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

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COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

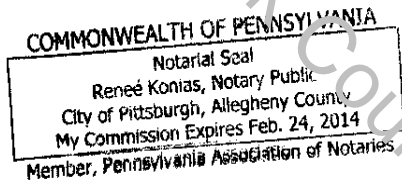
On this 5th day of August, 2013, before me, a Notary Public, the undersigned officer, personally appeared Mario Spadic, who acknowledged himself/herself to be the V.P. of PNC Bank, National Association, a national banking association, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said national banking association by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.



Notary Public

My Commission Expires: 2-24-2014

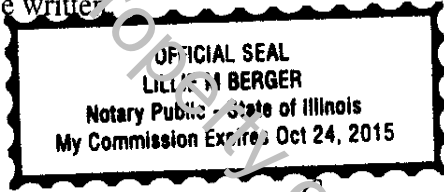


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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 16th day of July, 2013, before me, a Notary Public, the undersigned officer, personally appeared Kimberly Yates, who acknowledged herself to be the Senior Vice President of BMO Harris Bank N.A., a national banking association, and that she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said national banking association by herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.



Lillian M. Berger
Notary Public

My Commission Expires: October 24, 2015

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 17th day of July, 2013, before me, a Notary Public, the undersigned officer, personally appeared Kelli A. Beyer, who acknowledged himself/herself to be the ASST. VICE PRESIDENT of Chicago Title Land Trust Company, an Illinois corporation, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said company by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sherrithe Pearson

Notary Public

My commission expires:



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Exoneration Rider

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.

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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1

Lot 2A in the Resubdivision of Lot 2 in Palatine and State Subdivision, being a Subdivision in the Northwest Quarter of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, and the Northeast Quarter of Section 19, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded September 23, 1964, as document no. 19253056,

Except that part of Lot 2A described as follows:

Beginning at the Northwest corner of said Lot 2A, thence East along the North line of said Lot 2A, a distance of 226.2 feet to the Northeast corner of said Lot 2A; thence South 01 degrees, 21 minutes, 36 seconds East, along the East line of said Lot 2A, a distance of 54.00 feet; thence West parallel with the North line of said Lot 2A, a distance of 125.66 feet to a point of curvature; thence Southwesterly along the arc of a circle, being tangent to last described line, having a radius of 73 feet and being convex to the Northwest, an arc distance of 38.45 feet to a point of reverse curvature; thence Southwesterly along the arc of a circle, having a radius of 127 feet and being convex to the Southeast, an arc distance of 66.73 feet to a point on the West line of said Lot 2A; thence North 0 degrees, 21 minutes, 36 seconds West along the West line of said Lot 2A, 81.11 feet to the Northwest corner of said Lot 2A and the place of beginning, in Cook County, Illinois.

PARCEL 2:

Lot 2B in the Resubdivision of Lot 2 in Palatine and State Subdivision, being a Subdivision in the Northwest Quarter of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, and the Northeast Quarter of Section 19, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded September 23, 1964, as document no. 19253056, in Cook County, Illinois.

Property Address: 1800 North Arlington Heights Road, Arlington Heights, Illinois

P.I.N. Nos.: 03-20-100-015-0000 Vol. 232, 03-20-100-026-0000 Vol. 232