

# UNOFFICIAL COPY



Doc#: 1330435084 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/31/2013 01:30 PM Pg: 1 of 10

This document was prepared by,  
and after recording, return to:

Jindal, Esq.  
833 N. Orleans St., Suite 400  
Chicago, Illinois 60610  
Attn: James B. Allen

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## SUBORDINATION, NON-DISTURBANCE AND ATTORMENT AGREEMENT

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of October, 2013 by and between PNC BANK, NATIONAL ASSOCIATION ("Tenant"), and FIRST BANK AND TRUST COMPANY OF ILLINOIS ("Lender"), and NORTH COLUMBIAN LLC ("Landlord").

### RECITALS:

WHEREAS, Landlord has executed a lease dated as of September 17, 2013, in favor of Tenant (together with any and all amendments, extensions and/or modifications thereto, the "Lease"), a memorandum of which may be 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, Assignment of Leases and Rents and Fixture Filing (the "Mortgage"), dated as of Oct 15, 2013 and recorded on 2013 ~~as~~ Volume ~~\_\_\_\_\_~~ of the 1330435081 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;

Box 400-CTCC

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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 lien of the Mortgage, and to all increases, renewals, modifications, consolidations, replacements, substitutions 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 no Event of Default (as defined in the Lease) by Tenant in the payment of rent, additional rent or other charges or conditions of the Lease has occurred and is continuing, 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.

3. If the interests of Landlord under the Lease shall be acquired by Lender or any purchaser (in either case, a "Successor Landlord") by reason of exercise of the power of sale or the foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or any other method, this Lease shall continue in full force and effect as a direct lease between the Successor Landlord 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, subject to paragraph 4 of this Agreement. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that, in the event it becomes a Successor Landlord, it will accept such attornment and be bound by all of the terms and conditions of the Lease (subject to paragraph 4 of this Agreement).

4. Notwithstanding any other provision of this Agreement, neither Lender nor any Successor Landlord shall be (a) liable for any default of any landlord under the Lease (including Landlord), except that Successor Landlord shall cure any default of Landlord that is continuing as of the date Lender forecloses the Property, which cure Successor Landlord shall complete within thirty (30) days from the date Tenant delivers written notice to Successor Landlord, or, if such default reasonably requires more than thirty (30) days to cure, Successor Landlord shall be permitted such additional time as is reasonably necessary to effect such cure, provided Successor 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, provided, however, that nothing herein shall be deemed a waiver of such default or of any rights or remedies of Tenant 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.

5. Tenant agrees that upon receipt of written notice from Lender of an uncured default by Landlord under the Mortgage or the note 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

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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. Concurrently with the delivery to Landlord of any notice regarding Landlord's default in accordance with Section 19.3 of the Lease, Tenant will send a copy of such notice to Lender, at the address and in the manner noted in paragraph 7 below, (such notice, a "Landlord Default Notice"). Tenant shall not exercise any rights available to it that are prejudicial to Lender's rights under the Mortgage, unless Lender receives such Landlord Default Notice in the manner prescribed in this paragraph, and fails to cure or caused to be cured the default noted therein either (a) within thirty (30) days of Lender's receipt of the Landlord Default Notice with respect to any default that can be cured with the payment of money, or (b) within sixty (60) days of Lender's receipt of the Landlord Default Notice with respect to any default that cannot be cured by the payment of money (a "Non-Monetary Default"). Notwithstanding the foregoing, if any such Non-Monetary Default is of such a nature that it could not be reasonably remedied within the aforesaid sixty (60) day period, Lender shall have such further time as is reasonable under the circumstances, so long as Landlord commenced such remedy within such sixty (60) day period, and thereafter prosecutes such remedy with due diligence and continuity to completion. Lender shall have no obligation under this paragraph to remedy any default by Landlord under the Lease and nothing set forth herein shall be deemed to limit any of Tenant's rights to self-help under the Lease.

7. All notices and other communications hereunder shall be in writing and shall be deemed given when received, whether personally, by overnight courier that provides for receipted delivery, by 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 – 19<sup>th</sup> Floor  
620 Liberty Avenue  
Pittsburgh, PA 15222  
ATTN: Property Administrator

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If to Lender:

Loan Administration Officer  
First Bank & Trust Company of Illinois  
300 E. Northwest Hwy  
Palatine, IL 60067  
ATTN: Gabriela McNeany

If to Landlord:

North Columbian LLC  
7115 North Avenue, #256  
Oak Park, Illinois 60302  
ATTN: Matthew Cairo

8. 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 Personal Property (as defined in the Lease) 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 condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease.

9. 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.

10. 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.

11. 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. Notwithstanding the foregoing, if Tenant is an indispensable party in a foreclosure proceeding with respect to the Mortgage, Lender may so name or join Tenant if such naming or joinder may be accomplished without in any way diminishing or otherwise affecting the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement or under this Lease.

[Signature page follows.]

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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: Joel C. Schrader  
Name: Joel C. Schrader  
Title: V.P. PNC Real Estate Services

LENDER:

FIRST BANK AND TRUST COMPANY OF ILLINOIS

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

LANDLORD:

NORTH COLUMBIAN LLC

By: Matthew Cain  
Name: Matthew Cain  
Title: Sole Member

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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:

FIRST BANK AND TRUST COMPANY OF ILLINOIS

By:  \_\_\_\_\_

Name: EMAD MURKAR

Title: SVP

LANDLORD:

NORTH COLUMBIAN LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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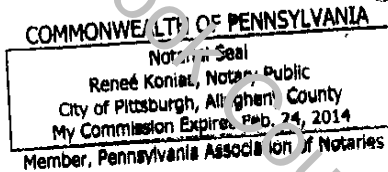
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 7<sup>th</sup> day of October, 2013, before me, a Notary Public, the undersigned officer, personally appeared Joel Schroeder, 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

2-24-2014  
Renee Koniat  
\_\_\_\_\_  
Notary Public

My Commission Expires:



STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged [himself] [herself] to be the \_\_\_\_\_ of First Bank and Trust Company of Illinois, an Illinois state commercial bank, 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 entity 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:

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COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged [himself] [herself] to be the \_\_\_\_\_ 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.

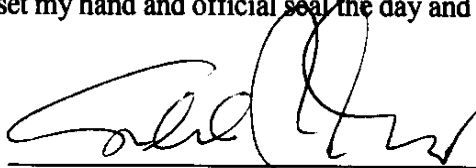
\_\_\_\_\_  
Notary Public

My Commission Expires:

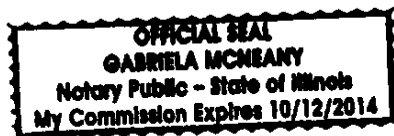
STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this 10<sup>th</sup> day of October, 2013, before me, a Notary Public, the undersigned officer, personally appeared Emad Musraf, who acknowledged [himself] [herself] to be the SVP of First Bank and Trust Company of Illinois, an Illinois state commercial bank, 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 entity 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:



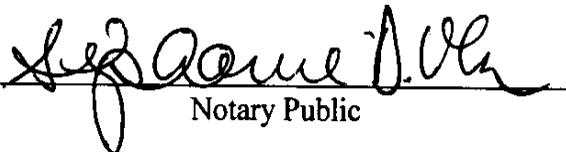


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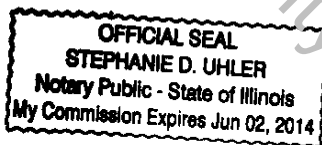
STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this 7<sup>th</sup> day of October, 2013, before me, a Notary Public, the undersigned member, personally appeared Matthew Cairo, who acknowledged himself to be the sole member of North Columbian LLC, an Illinois limited liability company, and that he, as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company by himself as such member.

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

  
Notary Public

My Commission Expires:



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**EXHIBIT A  
to SNDA**

**LEGAL DESCRIPTION OF PREMISES**

**PARCEL 1:**

LOTS 4, 5, 6, AND 7 IN BLOCK 3 IN ROSALIE HIGHLANDS, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED SEPTEMBER 29, 1921 AS DOCUMENT 7281888 IN BOOK 167 OF PLATS PER PAGE 32, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT "F" IN MILLS AND SONS NORTH OAK PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: <sup>6621</sup>~~6221~~ W. North Ave., Oak Park, IL 60302

P.I.N.(s): 16-06-202-008-0000  
16-06-202-034-0000

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