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Doc#: 1411810040 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/28/2014 11:54 AM Pg: 1 of 6

Prepared by and Return to:
Tom Sandquist
Williams & McCarthy
PO Box 219
Rockford, IL 61105

SUBORDINATION AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION AND ATTORNMEN T AGREEMENT (the "Agreement") is made as of the 14th day of April, 2014, between Rockford Local Development Corporation, ("Mortgagee"), which has an office at 120 West State Street, Suite 306, Rockford, Illinois 61101 and Andy's Frozen Custard Countryside, LLC, ("Tenant"), which has an office at 5745 S. LaGrange Road, Countryside, IL 60525.

RECITALS

A. Tenant has entered into a lease agreement dated January 29, 2014, with White Shirts, LLC, ("Landlord") as Lessor, which lease agreement covers certain premises (the "Premises") in that certain real property (the "Property") commonly known as 5745 S. LaGrange Road, Countryside, Illinois, and more particularly described on Exhibit A attached hereto and made a part hereof (herein, said lease agreement, together with any and all amendments, modifications, extension, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the "Lease");

B. Mortgagee has loaned to Landlord \$562,000.00 secured by a lien of a mortgage (herein the "Mortgage") from Landlord to the Mortgagee on the Property; and

C. Tenant has agreed to subordinate the Lease to the lien of the Mortgage the terms and conditions hereinafter set forth.

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NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) by each part in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, and other good and valuable consideration, it is hereby agreed as follows:

1. *Subordination.* The Lease (including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate in all respects to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. *Attornment.* Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease.

3. *Mortgagee's Consent.* The Landlord's consent, approval or waiver under or with respect to the Lease or the Premises or any matter related hereto shall not be effective unless such consent, approval or waiver is accompanied by the written consent of Mortgagee. Without limiting the generality of the foregoing, without the prior written consent of Mortgagee, Tenant will not (a) enter into any agreement amending or terminating the Lease, (b) cancel the term of, or surrender, the Lease, or (c) assign or sublet all of any part of the Premises, except only pursuant to any assignment or sublease which, under the express provisions of the Lease, Tenant is entitled to make without the consent of the Landlord.

4. *Estoppel Certificate.* Tenant agrees at any time and from time to time to execute, deliver and acknowledge to Landlord, to Mortgagee or to any third party designated by Landlord or by Mortgagee within ten (10) days following Landlord's or Mortgagee's written request therefor, (a) a statement in writing certifying that the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Tenant

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alleges), that rent has not been prepaid more than one (1) month in advance, and specifying any further information about the Lease or the Premises which Landlord or Mortgagee or said third party may reasonably request; (b) a statement in writing that Tenant will recognize the Mortgagee as assignee of the Landlord's rights under the Lease; and (c) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Lease to any third party. Tenant understands that Mortgagee and/or prospective purchasers, other mortgagees or lessors of the Premises or any part thereof will rely on such certificates. Tenant's obligation to deliver such certificates within ten (10) days as described above is a material obligation of Tenant hereunder and under the Lease.

5. *Insurance Proceeds and Condemnation Awards.* Tenant hereby agrees that any interest of Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interests of Mortgagee in such proceeds or awards. Tenant will neither seek nor accept insurance, any condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises until all amounts secured by the Mortgage have been paid in full. However, Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

6. *Notice.* Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (a) actual delivery to such addressee at its address set out above, or (b) the third business day after the deposit thereof in the United States mail, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee at its address set out above. By notice complying with this section, any party may from time to time designate a different address in the 48 contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

7. *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

Andy's Frozen Custard Countryside, LLC

By: [Signature]
Anthony Kuntz, Manager

Rockford Local Development Corporation

By: [Signature]
John J. Phelps
Executive Director

Attest: [Signature]
Jamie S. Cassel, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF Greene)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Anthony Kuntz, personally known to me to be the Manager of said Corporation, is personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager of said corporation, he signed and delivered the said instrument as Manager of said corporation pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16 day of April, 2014.



TODD R. ARTH
My Commission Expires
July 7, 2016
Greene County
Commission #12593642

[Signature]

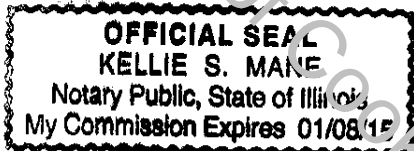
Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John J. Phelps, personally known to me to be the Executive Director of the Corporation and Jamie S. Cassel personally known to me to be the Secretary of said Corporation, are personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Executive Director and Secretary of said corporation, they signed and delivered the said instrument as Executive Director and Secretary of said corporation pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of April, 2014.



Kellie S. Mané
Notary Public

County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

LOT 22 (EXCEPT THE NORTH 36 FEET THEREOF) AND (EXCEPT THE SOUTH 16.00 FEET OF THE WEST 27.00 FEET THEREOF) IN STOUFFER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 384.78 FEET OF THE SOUTH 417.06 FEET) IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1922 AS DOCUMENT NUMBER 7521572, IN COOK COUNTY, ILLINOIS.

PIN #18-16-208-024-0000

5745 S. LaGrange Road, Countryside, IL 60525

Property of Cook County Clerk's Office