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Prepared By and

After Recording, Return to:



Polsinelli PC
Attn: Marla R. Bell
900 W. 48th Place, Suite 900
Kansas City, MO 64114

Doc#: 1418318065 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/02/2014 03:37 PM Pg: 1 of 10

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of July 12, 2014, by and between CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership, whose address for notice under this Agreement is 110 East 59th Street, 6th Floor, New York, New York 10022, Attention: Legal Department ("**Lender**"), and Abrasic 99, Inc, an Illinois corporation, whose address for notice under this Agreement is 7525 Oak Park Ave. & 6655 Howard Street, Niles, IL ("**Tenant**").

Statement of Background

A. Lender has agreed to make a loan (the "**Loan**") to JEA Howard Caldwell, LLC, an Delaware Corporation, ("**Landlord**"), which will be evidenced by a promissory note (the "**Note**") made by Landlord to order of Lender and will be secured by, among other things, a mortgage/deed of trust/debt to secure debt, security agreement, assignment of rents and leases and fixture filing (the "**Security Instrument**") made by Landlord for the benefit of Lender covering the land (the "**Land**") described on Exhibit A attached hereto and all improvements (the "**Improvements**") now or hereafter located on the Land (the Land and the Improvements hereinafter collectively referred to as the "**Property**").

B. Tenant is the tenant or lessee under a lease dated as of March 26, 2004 (which lease, as the same may have been amended and supplemented as of the date hereof, is hereinafter called the "**Lease**"), covering approximately 108,555 square feet of space located in the Improvements (the "**Premises**"). Landlord holds all rights of landlord or lessor under the Lease.

C. The parties hereto desire to make the Lease subject and subordinate to the Security Instrument in accordance with the terms and provisions of this Agreement.

Statement of Agreement

For and in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options (including options to acquire or lease all or any part of the Premises), liens and

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charges created thereby, is and shall continue to be subject and subordinate in all respects to the Security Instrument and to any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder.

2. Lender does hereby agree with Tenant that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease, (a) the Lease shall continue in full force and effect as a direct Lease between the succeeding owner of the Property and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and Lender will not disturb the possession of Tenant, and (b) the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Security Instrument to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.

3. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender an appropriate agreement of attornment to Lender and any subsequent titleholder of the Premises.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior landlord (including, without limitation, the then defaulting Landlord);

(b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord);

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord);

(d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest;

(e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender; or

(f) bound by any surrender, termination, amendment or modification of the Lease made without the consent of Lender.

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5. Tenant acknowledges that Landlord will execute and deliver to Lender an Assignment of Leases and Rents (the "**Assignment of Leases**"), which assigns the Lease and the rent and all other sums due thereunder to Lender as security for the Loan, and Tenant hereby expressly consents to such assignment. Tenant acknowledges that the interest of the Landlord under the Lease has been assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Tenant further agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease. Landlord shall have no claim against Tenant for any amounts paid to Lender pursuant to any such notice.

6. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose, Tenant hereby grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, as long as Lender, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Security Instrument, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of the Lease by reason of any default thereunder by Landlord, upon Lender's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to Lender or its designee or nominee a new lease of the Premises for the remainder of the term of the Lease upon all of the terms, covenants and conditions of the Lease. Lender shall have the right, without Tenant's consent, to foreclose the Security Instrument or to accept a deed in lieu of foreclosure or to exercise any other remedies under the Security Instrument.

7. Lender shall have no obligation or incur any liability with respect to the construction or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy. Lender shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, including, without limitation, any warranties respecting use, compliance with

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zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession. In the event that Lender shall acquire title to the Premises or the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Premises, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Premises for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease or under any new lease of the Premises.

8. Tenant acknowledges, without limitation, that the subordinations provided hereby include a full and complete subordination by Tenant of any options it may have to purchase all or any portion of the Property, rights of first refusal or similar rights, whether such rights are provided in the Lease or elsewhere. Tenant hereby further agrees that any such option to purchase or right of first refusal shall be expressly inapplicable to any foreclosure of the Security Instrument or acquisition of the Property or any interest therein by Lender or any designee of Lender by conveyance in lieu thereof or similar transaction.

9. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

10. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

11. Lender shall not, either by virtue of the Security Instrument, the Assignment of Leases or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the interest of Landlord in the Premises, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liability or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement.

12. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (b) by delivering same in person to the intended addressee; or (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated address of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth on the first page; provided, however, that every party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other parties in the manner set forth herein.

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13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "Landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease, and the term "Lender" refers to Lender and to any successor-in-interest of Lender under the Security Instrument.

14. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal to be effective as of the date set forth in the first paragraph hereof.

LENDER:

**CANTOR COMMERCIAL REAL ESTATE
LENDING, L.P.,**
a Delaware limited partnership

By: _____
Name: Pietro Scola
Title: Senior Managing Director

[CHANGE NOTARY FORM AS MAY BE REQUIRED]

STATE OF New York

COUNTY OF New York

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§
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This instrument was ACKNOWLEDGED before me on the 16th day of June, 2014, by Pietro Scola, the Senior Managing Director of CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership, on behalf of said Limited Partnership.

[SEAL]

My Commission Expires:

Notary Public, State of _____
Rani Ezra Dishi
Printed Name of Notary Public

Rani Ezra Dishi
Notary Public, State of New York
No. 02DI6293045
Qualified in New York County
Certificate Filed in New York County
Commission Expires November 18, 2017

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Exhibit A

PARCEL 1:

THAT PART OF LOTS 1, 2, 3 AND 4 (TAKEN AS A TRACT) DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST LINE OF OAK PARK AVENUE AT A POINT 45.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOTS 3 AND 4, FOR A DISTANCE OF 390.78 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID OAK PARK AVENUE, FOR A DISTANCE OF 392.17 FEET; THENCE WEST AT 90 DEGREES TO THE LAST DESCRIBED COURSE, 390.50 FEET TO THE EAST LINE OF SAID OAK PARK AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID OAK PARK AVENUE, 407.06 FEET TO THE POINT OF BEGINNING; ALL IN TAM O'SHANTER'S INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 30 AND JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1966 AS DOCUMENT 19996514, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3 AND 4, TAKEN AS A TRACT EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3 AND 4 735.88 FEET TO THE WEST LINE OF CALDWELL AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID CALDWELL AVENUE, 31.85 FEET; THENCE NORTHWEST TO A POINT IN A LINE 45.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 3 AND 4 FOR A DISTANCE OF 344.82 FEET; THENCE WEST ALONG SAID LINE 45.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 3 AND 4 FOR A DISTANCE OF 390.78 FEET TO THE EAST LINE OF SAID OAK PARK AVENUE, THENCE SOUTH ALONG THE EAST LINE OF SAID OAK PARK AVENUE, 45.00 FEET, TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST LINE OF OAK PARK AVENUE, AT A POINT 45.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOTS 3 AND 4 FOR A DISTANCE OF 390.78 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID OAK PARK AVENUE, FOR A DISTANCE OF 392.17 FEET; THENCE WEST AT 90 DEGREES TO THE LAST DESCRIBED COURSE 390.50 FEET TO THE EAST LINE OF SAID OAK PARK AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID OAK PARK AVENUE, 407.06 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE

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INTERSECTION OF THE NORTHEAST LINE OF SAID LOT 1 AND THE WEST LINE OF CALDWELL AVENUE; THENCE SOUTH ALONG THE WEST LINE OF SAID CALDWELL AVENUE, 130.00 FEET; THENCE WEST ALONG A LINE WHICH FORMS AN INTERIOR ANGLE OF 89 DEGREES 53 MINUTES WITH THE LAST DESCRIBED COURSE 150.20 FEET; THENCE NORTH AT 90 DEGREES TO THE LAST DESCRIBED COURSE 144.28 FEET TO THE SOUTH LINE OF HOWARD STREET; THENCE EAST ALONG THE SOUTH LINE OF SAID HOWARD STREET, 130.00 FEET TO ITS INTERSECTION WITH THE NORTHEAST LINE OF SAID LOT 1; THENCE SOUTHEAST ALONG THE NORTHEAST LINE OF SAID LOT 1 27.76 FEET TO THE POINT OF BEGINNING; ALL IN TAM O'SHANTER'S INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 30 AND JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1966 AS DOCUMENT 19996514, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 1 IN TAM O'SHANTER'S INDUSTRIAL PARK DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHEAST LINE OF SAID LOT 1 AND THE WEST LINE OF CALDWELL AVENUE; THENCE SOUTH ALONG THE WEST LINE OF SAID CALDWELL AVENUE, 130.00 FEET; THENCE WEST ALONG A LINE WHICH FORMS AN INTERIOR ANGLE OF 89 DEGREES 53 MINUTES WITH THE LAST DESCRIBED COURSE 150.20 FEET; THENCE NORTH AT 90 DEGREES TO THE LAST DESCRIBED COURSE 144.28 FEET TO THE SOUTH LINE OF HOWARD STREET; THENCE EAST ALONG THE SOUTH LINE OF SAID HOWARD STREET, 130.00 FEET TO ITS INTERSECTION WITH THE NORTHEAST LINE OF SAID LOT; THENCE SOUTHEAST ALONG THE NORTHEAST LINE OF SAID LOT 1 27.76 FEET TO THE POINT OF BEGINNING; ALL IN TAM O'SHANTER'S INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 30 AND JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1966 AS DOCUMENT 19996514, IN COOK COUNTY, ILLINOIS.

Address: 7510-7530-7540 Caldwell, Niles, Illinois
6633-6643-6653-6663 Howard, Niles, Illinois

PINs: 10-30-406-010
10-30-406-009
10-30-406-008