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by and when recorded,



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Doc#: 1418319097 Fee: \$54.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/02/2014 12:00 PM Pg: 1 of 9

David J. Schwab
Ralph, Schwab & Schiever, Chtd.
175 E. Hawthorn Parkway
Suite 345
Vernon Hills, IL 60061
847/367-9699

Chicago Title 20140173 leaf 8

SUBORDINATION NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (herein "Agreement") is made and entered into as of the 28th day of May, 2014, by and among **PRODUCTION CONTRACTORS, INC.** an Illinois corporation ("Tenant"); **ITASCA BANK & TRUST CO.**, an Illinois banking corporation ("Lender"), and **RFD PROPERTIES, LLC**, a Delaware Limited Liability Company and **HAD PROPERTIES, LLC**, a Delaware Limited Liability Company (collectively "Landlord").

A. Lender has made a loan (the "Loan") to Landlord in the amount of \$3,140,000.00 to be secured by a mortgage (the "Mortgage") on the real property legally described in Exhibit "A" attached hereto (the "Premises");

B. Tenant is the present tenant of a lease of all or a portion of the Premises, which lease is made by and between Landlord as landlord and Tenant, as tenant, (said leased space herein referred to as the "Demised Premises") (said lease and all amendments thereto being collectively referred to as the "Lease");

C. The terms of the Loan require that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Loans and that Tenant attorn to Lender; and

D. In return, Lender is agreeable to not disturbing Tenant's possession of the Demised Premises.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subordination. The Lease, and the rights of Tenant in, to and under the Lease and the Demised Premises, are hereby subjected and subordinated to the lien of the Mortgage given to secure the Loans; provided, however, that neither the Mortgage nor this Agreement shall expand, enlarge, alter, affect or diminish Tenant's rights or obligations contained in the Lease,

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including, without limitation, Tenant's rights and obligations, if any, relating to: casualty insurance proceeds and the attendant obligations regarding restoration of the building provided in the Lease; eminent domain proceedings and the attendant obligations regarding restoration of the building and the maintenance and operation obligations of the Demised Premises provided in the Lease.

2. Tenant Not To Be Disturbed. Lender hereby consents to the Lease. Tenant's possession of the Demised Premises, and its rights and privileges under the Lease, including but not limited to any extension or renewal rights, shall not be diminished or interfered with by Lender until Lender has succeeded to the interest of the Landlord and then Tenant's possession may only be disturbed in accordance with the terms of the Lease. Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant to Attorn to Lender. If Lender shall become the owner of the Premises or the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage or the Premises shall be transferred by deed in lieu of foreclosure, consent judgment of foreclosure, "short sale" transaction or the like, the Lease shall continue in full force and effect as a direct lease between the owner of the Premises, who shall succeed to the rights and duties of the Landlord and Tenant. Tenant shall attorn to Lender or any other such owner as its landlord, said attornment to be effective and self-operative without the execution of any further instruments. Tenant shall be under no obligation to pay rent (as defined in the Lease) or any other sums due and payable pursuant to the provisions of the Lease to Lender or any such other owner or to name such owner as an additional insured or certificate holder on any insurance policies until Tenant receives written notice from Lender or any such other owner that it has succeeded to Landlord's interest under the Lease. The notice shall be provided to Tenant at least five (5) business days prior to Tenant having any obligation to pay rent or any other sums due and payable pursuant to the provisions of the Lease to Lender or any other owner that has succeeded to Landlord's interest under the Lease to provide a certificate of insurance to such owner.

4. Lender's Option to Cure Landlord's Default. Tenant agrees to provide Lender with a copy of any written notice of a default given to Landlord. Tenant agrees that Lender shall have the right to cure such default on behalf of Landlord within the same time period provided for Landlord (as Landlord) to cure its default in the Lease. Tenant further agrees not to invoke any of its remedies provided in the Lease (except for the remedies provided in the Lease in the event of an emergency) until such time period has elapsed.

5. Notice of Discharge/Assignment. Landlord or Lender shall give notice to Tenant of the reconveyance, assignment or other release of the Mortgage within thirty (30) days of the date the reconveyance, assignment or other release is recorded.

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6. Notices. All notices required under this Agreement shall be in writing and shall be: (i) delivered in person; (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested; or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: Itasca Bank & Trust Co.
308 W. Irving Park Rd.
Itasca, IL 60143
Attn: John J. Hunt, Senior Vice-President

With a copy to: Ralph, Schwab & Schiever, Chtd.
175 E. Hawthorn Parkway, Suite 345
Vernon Hills, IL 60061
Attn: David J. Schwab

To Landlord: RFD Properties, LLC
1315 N. North Branch St.
Chicago, IL 60622

HAD Properties, LLC
1315 N. North Branch St.
Chicago, IL 60622

With a copy to: Dentons US LLP
233 South Wacker Drive, Suite 7800
Chicago, IL 60606-6306
Attn: Elke Rehbock

To Tenant: Chicago Scenic Studios, LLC
1315 N. North Branch St.
Chicago, IL 60622

With a copy to: Dentons US LLP
233 South Wacker Drive, Suite 7800
Chicago, IL 60606-6306
Attn: Elke Rehbock

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received: (i) if personally delivered, then on the date of delivery; (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent; or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

7. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto and their representatives,

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successors and assigns.

8. General. All terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

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

SIGNATURE AND NOTARY PAGES TO FOLLOW

Property of Cook County Clerk's Office

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TENANT:

PRODUCTION CONTRACTORS, INC.,
an Illinois corporation

By: [Signature]
Robert F. Doepel

Its: President

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, Jerry Lynn Scott, a Notary Public, in and for said County, in the State aforesaid, does hereby certify, that Robert F. Doepel, as President of Production Contractors, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Production Contractors, Inc., appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntarily act and as the free and voluntary act of Production Contractors, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28th day of May, 2014.

Jerry Lynn Scott
NOTARY PUBLIC

MY COMMISSION EXPIRES: November



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LENDER:

ITASCA BANK & TRUST CO.

By: *John J. Hunt*
John J. Hunt

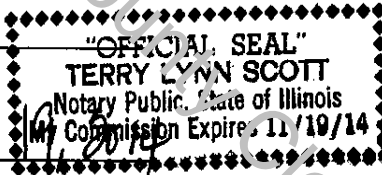
Its: Senior Vice-President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Terry Lynn Scott, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John J. Hunt, personally known to me to be the Senior Vice-President of Itasca Bank & Trust Co., an Illinois banking corporation, and 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 as such Senior Vice-President he signed and delivered the said instrument pursuant to authority, given by the Board of Directors of said corporation as her 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 28th day of May, 2014

Terry Lynn Scott
NOTARY PUBLIC



Commission Expires: November 19, 2014

Clerk's Office

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LANDLORD:

RFD PROPERTIES, LLC,
a Delaware Limited Liability Company

By: [Signature]
(Name)

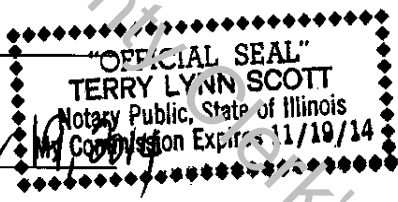
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Terry Lynn Scott, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT F. DUEPEL, Manager of RFD Properties, LLC, a Delaware Limited Liability Company, personally known to me to be the Manager of RFD Properties, LLC, and 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 severally acknowledged that as such Manager, he signed and delivered the said instrument as Manager of said limited liability company, pursuant to authority, given by the Member of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28th day of May, 2014.

Terry Lynn Scott
NOTARY PUBLIC



COMMISSION EXPIRES: November 19, 2014

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LANDLORD:

HAD PROPERTIES, LLC,
a Delaware Limited Liability Company

By: [Signature]
(Name)
Its: Manager

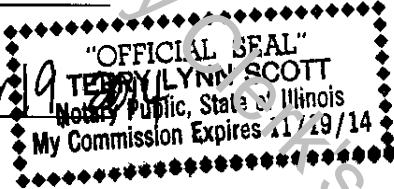
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, TERRY LYNN SCOTT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT F. DUEPEL, Manager of HAD Properties, LLC, a Delaware Limited Liability Company, personally known to me to be the Manager of HAD Properties, LLC, and 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 severally acknowledged that as such Manager, he signed and delivered the said instrument as Manager of said limited liability company, pursuant to authority, given by the Member of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal, this 28th day of May, 2014.

Terry Lynn Scott
NOTARY PUBLIC

COMMISSION EXPIRES: November 19, 2014



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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

THAT PART OF LOTS 1 AND 2, TOGETHER WITH LOTS 3 AND 4, EXCEPT THE SOUTH 25.00 FEET THEREOF, ALL TAKEN AS A TRACT, LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 2 AFORESAID, 224.33 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO A POINT ON THE EAST LINE OF LOT 1 AFORESAID, 224.60 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, ALL IN OWNER'S SUBDIVISION OF BLOCK 52 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 25 FEET OF LOTS 3 AND 4 AND ALL OF LOTS 5, 6 AND 7 IN OWNER'S SUBDIVISION OF BLOCK 52 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

17-05-202-003-0000
17-05-202-004-0000
17-05-202-005-0000
17-05-202-009-0000