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RECORDATION REQUESTED BY:

Bank Leumi USA
One (1) North LaSalle Street
Suite 200
Chicago, Illinois 60602



Doc#: 1421810031 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/06/2014 10:41 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

Bank Leumi USA
One (1) North LaSalle Street
Suite 200
Chicago, Illinois 60602

THIS INSTRUMENT PREPARED BY:

Crowley Barrett & Karaba, Ltd.
20 S. Clark Street, Suite 2310
Chicago, IL 60603
Attention: Thomas F. Karaba

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement (the "Agreement") is made and entered into as of July 22, 2014 by and among NUCARE SERVICES CORP., an Illinois corporation ("Tenant"), 7257 N. LINCOLN AVENUE, LLC, an Illinois limited liability company ("Landlord"), and BANK LEUMI USA, a New York chartered bank ("Lender"). Tenant is the tenant under a certain Office Lease Agreement dated November 11, 2003 and Lease Extension Agreement dated June 20, 2014 between Landlord and Tenant (collectively, the "Lease"), pertaining to and covering a portion of that certain real estate which is commonly known as 7257 N. Lincoln Avenue, Lincolnwood, Cook County, IL 60712 and legally described on Exhibit A attached hereto and the buildings and improvements located thereon (the "Property"). Lender has made a certain loans (individually and collectively, the "Loan") to Landlord secured by the Property. Accordingly, this Agreement is entered into by the parties hereto with the intention of having Lender rely hereon in disbursing the Loan.

1. The Lease, all extensions, modifications, replacements and renewals thereof, and all the provisions thereof, and all of Tenant's rights and interests thereunder, shall be, are hereby made and shall remain completely subject and subordinate to the Mortgage (the "Mortgage") and Assignment of Rents (the "Assignment") each dated as of July 22, 2014, recorded by Lender against the Property, and all extensions, modifications, replacements and renewals thereof, and all other documents (and all extensions, modifications, replacements and renewals thereof), now or hereafter securing the Loan (the Mortgage, Assignment, and other documents being together referred to herein as the "Loan Instruments"). The provisions of this Section 1 shall be effective notwithstanding any

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provisions to the contrary in the Lease. Lender shall have the right at any time to elect to make the Lease superior to the Loan Instruments.

2. The Lease shall not, after the date hereof, be terminated, surrendered, renewed (except as specifically permitted by the Lease), or modified without first obtaining the prior written consent of Lender. Rent shall not be paid more than one month in advance. Tenant shall timely give all notices of Landlord's default under the Lease (or any other notice of its intent to terminate the Lease) to Landlord and Lender, pursuant to the notice requirements set forth herein. Lender shall have a reasonable opportunity to cure any such defaults.

3. Lender (i) shall not be liable for any claims for damages, setoffs or defenses which Tenant might have against any prior landlord (including Landlord) arising out of Landlord's or Borrower's interest in the Property, for the return of any security deposit unless it has specifically been received by Lender, for any act or omission committed by Landlord or any breach or failure to perform by Landlord, and (ii) shall not be obligated to perform any obligation of Landlord arising prior to Lender's exercise of its rights to possession of the Property. Landlord and Tenant hereby agree that immediately upon notice by Lender that a default or Event of Default has occurred under the Loan Instruments, Tenant will, if Lender so requests and until further notice and direction from Lender, make all future payments of rent and other amounts becoming due under the Lease directly to Lender. Landlord acknowledges that any payment made to Lender will be credited against any rent owed to Landlord by Tenant.

4. In the event that Lender or any other party succeeds to the rights of Landlord under the Lease ("Successor Landlord"), whether through foreclosure or otherwise, then Tenant agrees that (i) it shall attorn to, and be liable to and recognize Successor Landlord as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease; (ii) thereafter, it shall make payments of rent (minimum, base, percentage, additional or otherwise) to Successor Landlord, and otherwise perform all of Tenant's obligations set forth in the Lease; (iii) Successor Landlord shall be responsible only for the performance of those of lessor's obligations to be performed during the period of its ownership; and (iv) so long as Tenant shall pay, when due, such rent and impositions and otherwise perform such other tenant obligations as set forth in the Lease, Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage or Assignment, unless such joinder is necessary to foreclose the Mortgage or Assignment and then only for such purpose and not for the purpose of terminating the Lease, Tenant shall not be evicted from the Property, nor shall any of the Tenant's rights to use and possession under the Lease be affected in any way by reason of the subordination or any modification of or default under the Mortgage or Assignment, and Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage or Assignment, subject, however, to the provisions of this Agreement concerning purchase options and concerning condemnation. Any options or rights contained in the Lease allowing Tenant to acquire title to the Property are hereby made subject and subordinate to the rights of Lender under the Mortgage or Assignment, and any acquisition of title to the Property made by Tenant during the term of the Lease shall be made subordinate and subject to the Mortgage and Assignment.

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5. Tenant subordinates its right, title and interest under the Lease to the interest of Lender in any insurance proceeds, award of condemnation or eminent domain with respect to Landlord's interests in the Property. Tenant agrees that the provisions of the Loan Instruments shall control the use and disbursement of insurance proceeds and awards of condemnation or eminent domain.

6. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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[SIGNATURE PAGE TO SNDA]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the date and year first above written.

TENANT:

LANDLORD:

**NUCARE SERVICES CORP.,
an Illinois corporation**

**7257 N. LINCOLN AVENUE, LLC,
an Illinois limited liability company**

By: [Signature]
Name: David Hartman
Its: CEO

By: [Signature]
Name: Robert Hartman
Its: Manager

Subscribed and sworn before me as of
July 1, 2014.

Subscribed and sworn before me as of
July 1, 2014.

Notary Public

Nancy A. Cervantes
Notary Public

LENDER:

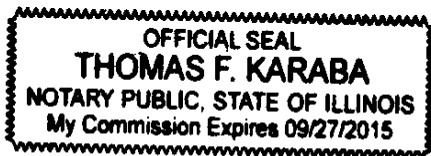


**BANK LEUMI USA
a New York chartered bank**

By: [Signature]
Name: Michael Johnson
Its: Vice President

Subscribed and sworn before me as of
July 10, 2014.

Thomas F. Karaba
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

ALL OF LOT 33, AND PART OF LOTS 34 TO 42, BOTH INCLUSIVE, AND PART OF THE VACATED DIAGONAL ALLEY, ALL IN LINCOLN-CHASE-KOSTNER SUBDIVISION, A SUBDIVISION OF THAT PART OF THE NORTH 361 FEET OF THE SOUTH 660 FEET LYING EAST OF LINCOLN AVENUE OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT DESCRIBED AS FOLLOWS:

NOTE: THE SOUTH LINE OF CHASE AVENUE IS DUE EAST WEST FOR THE FOLLOWING COURSES:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF LINCOLN AVENUE AND A LINE THAT IS 118.30 FEET DUE SOUTH OF AND PARALLEL WITH THE SAID SOUTH LINE OF CHASE AVENUE; THENCE DUE EAST ON SAID LINE, 182.70 FEET TO A POINT THAT IS 45.0 FEET DUE WEST OF THE WEST LINE OF THE 16 FEET NORTH AND SOUTH PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 06 MINUTES 45 SECONDS WEST PARALLEL WITH SAID WEST LINE OF ALLEY 40.0 FEET; THENCE DUE EAST, 18.0 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 45 SECONDS WEST PARALLEL WITH SAID WEST LINE OF ALLEY 20.0 FEET; THENCE DUE EAST 27.0 FEET TO SAID WEST LINE OF ALLEY; THENCE SOUTH 01 DEGREES 06 MINUTES 45 SECONDS WEST ON SAID WEST LINE OF ALLEY, 134.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33; THENCE DUE WEST ON THE SOUTH LINE OF SAID LOT, 31.34 FEET, TO THE SOUTHWESTERLY CORNER OF SAID LOT, BEING IN THE NORTHEASTERLY LINE OF LINCOLN AVENUE AFORESAID; THENCE NORTH 44 DEGREES 41 MINUTES WEST ON SAID LOT, 273.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 10-27-319-028-0000

Common Address: 7257 N. Lincoln Avenue, Lincolnwood, IL 60712