

# UNOFFICIAL COPY



Doc#: 1424118054 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/29/2014 11:28 AM Pg: 1 of 10

**PREPARED BY AND WHEN  
RECORDED MAIL TO:**

Glen R. Cornblath, Esq.  
Strategic Leasing Law Group, LLP  
120 South Riverside Plaza  
Suite 2190  
Chicago, Illinois 60606

**SUBORDINATION, NONDISTURBANCE  
AND ATTORNMENT AGREEMENT**

This Agreement is dated as of August 20, 2014 and is made by and between **MARNAT, INC.**, an Illinois corporation d/b/a Lou Malnati's Pizzeria ("**Tenant**"), and **LIFE STORAGE CENTERS – HARWOOD HEIGHTS, LLC**, an Illinois limited liability company ("**Landlord**"), and **BARRINGTON BANK & TRUST COMPANY, N.A.**, a national banking association ("**Lender**").

**P R E A M B L E:**

Pursuant to that certain Lease more fully described on Exhibit B attached hereto (said lease, as amended, and as may from time to time be amended, modified, substituted, extended, renewed or restated shall be referred to as the "**Lease**"), Landlord, the owner of the property more fully described on Exhibit A attached hereto ("**Property**") and located at 7125 West Gunnison, Harwood Heights, Illinois 60706, leased to Tenant the portion of the Property described in the Lease (the "**Premises**").

Lender is the holder of a certain note (the "**Note**") and the mortgagee under a mortgage (the "**Mortgage**") dated October 23, 2012, in which Landlord is named as the mortgagor, which Mortgage was recorded on October 24, 2012, in the Recorder's Office of Cook County, State of Illinois, as Document No. 1229822006 against the Property. The Note evidences, and the Mortgage secures, a loan from Lender to Landlord (the "**Financing**"). The Note, Mortgage and all other documents and instruments evidencing, securing and relating to the Financing are referred to as the "**Loan Documents**."

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Representations Regarding Lease. Tenant represents and warrants to Lender that (a) except as described on Exhibit B hereto, there have been no changes, modifications, alterations or amendments to the Lease; (b) to Tenant's knowledge, no default or event of default (howsoever such terms are defined) exists under the Lease; (c) to Tenant's knowledge, all parties to the Lease are in full compliance with the terms and provisions of the Lease; (d) all rent and other payments required to be paid by Tenant under the Lease as of the date of this Agreement have been paid in full; and (e) to Tenant's knowledge, Tenant has no offsets or defenses to Tenant's performance under the Lease except as

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expressly set forth in the Lease. Lender acknowledges receipt of a copy of, and hereby approves, the Lease

2. Attornment. Subject to the terms of this Agreement, in the event Lender or its successors and assigns (any such party is referred to as the "**Purchaser**") acquires the interest of Landlord or comes into the possession of or acquires title to the Premises by reason of the foreclosure or enforcement of the Mortgage (including a private power of sale) or the Note or obligations secured thereby or by a conveyance in lieu thereof or other conveyance or as a result of any other means (any or all of the foregoing referred to as a "**Foreclosure**"), Tenant covenants and agrees to attorn to Lender or such Purchaser as a result of any Foreclosure as Tenant's new landlord and upon such event the Lease shall continue in full force and effect as a direct lease between the Tenant and Lender or such Purchaser, upon all terms, covenants, conditions and agreements set forth in the Lease, and Lender or such Purchaser shall be bound to Tenant under all of the terms, covenants, conditions and agreements set forth in the Lease; provided, however, that in no event shall Lender or such Purchaser be (a) liable for any act or omission of the Landlord unless Tenant shall have notified, pursuant to Section 7 below, Lender (or any successor holder of the Mortgage) of such act or omission, whether or not Lender (or such successor holder) elected to cure or remedy such act or omission; (b) subject to any offsets (except those expressly permitted under the Lease) or deficiencies which the Tenant might be entitled to assert against Landlord unless Tenant shall have notified, pursuant to Section 7 below, Lender (or any successor holder of the Mortgage) of the facts or circumstances under which such offset or deficiency is claimed, whether or not Lender (or such successor holder) elected to cure or remedy such facts or circumstances; or (c) bound by any payment of rent or additional rent made by the Tenant to Landlord for more than thirty (30) days in advance of the due date under the Lease.

3. Subordination of Lease. Tenant covenants and agrees that all of Tenant's right, title and interest in and under the Lease is and shall be subordinated to the lien or interest of Lender in and to the Property, and to all right, title and interest granted to Lender in and to the Property, in the same manner as if the Lease had been executed after execution, delivery and recording of Lender's interest in the Property.

4. Nondisturbance. Lender covenants and agrees that in the event that Lender or any other person exercises any of its rights, powers or remedies pursuant to any of the Loan Documents, and/or Lender or any Purchaser who acquires title to the Property pursuant to a Foreclosure, and provided that the Tenant is not then in default under the Lease beyond any applicable notice and cure periods, then (i) Tenant's leasehold and right to quiet enjoyment and possession of the Premises shall not be disturbed by Lender's, Purchaser's or any third parties' exercise of any of such rights, powers or remedies, (ii) the Lease shall not be extinguished by any such exercise or any Foreclosure, and (iii) Tenant will not be joined in any action or proceeding brought pursuant to the Loan Documents.

5. Rent Payments. Tenant shall be under no obligation to pay rent to Lender or any Purchaser until Tenant receives written notice from Lender or such Purchaser stating that Lender or such Purchaser is entitled to receive the rents under the Lease directly from Tenant. Landlord, by its execution hereof, hereby (a) authorizes Tenant to (i) accept such direction from Lender or such Purchaser, (ii) pay the rents due under the Lease directly to Lender or such Purchaser, and (iii) conclusively rely upon any written notice Tenant receives from Lender or any Purchaser notwithstanding any claims by Landlord contesting the validity of such notice; and (b) waives all claims against Tenant for any sums so paid at Lender's or such Purchaser's direction. Tenant shall have no duty to inquire into the validity or appropriateness of any such notice from Lender or any Purchaser.

6. Casualty. In the event of a casualty at the Premises, Lender shall release its interest in any insurance proceeds applicable to the nonstructural improvements installed by Tenant. Lender

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acknowledges that it has no interest and waives any interest in Tenant's personal property, signs and equipment installed at or about the Premises, or any insurance proceeds are payable with respect thereto under either Landlord's or Tenant's policies.

7. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by United States Postal Service certified mail, postage prepaid, return receipt requested or sent by a recognized overnight service, to the respective addresses set forth below, or at such other address as the parties may from time to time, designate to the other in a written notice pursuant to this Section 7. Notice shall be deemed given on the third business day after deposit with the United States Postal Service or on the first business day after deposit with a recognized overnight service.

To Landlord:	Life Storage Centers – Harwood Heights, LLC 777 Lake Zurich Road Suite 200 Barrington, IL 60010 Attn: Asset Management	With a copy to:	Fuller & Fuller 60 South Barrington Road South Barrington, IL 60010 Attention: Warren Fuller
To Tenant:	Marnat, Inc. 3685 Woodhead Drive Northbrook, IL 60062 Attention: Mark Agnew	With a copy to:	Marnat, Inc. 3685 Woodhead Drive Northbrook, IL 60022 Attention: John Stoneburner
		And with a copy to:	Strategic Leasing Law Group, LLP 120 South Riverside Plaza Suite 2190 Chicago, Illinois 60606
To Lender:	Barrington Bank & Trust Company, N.A. 201 S. Hough Street Barrington, IL 60010 Attn: Nick Howard	With a copy to:	Barrington Bank & Trust Company, N.A. 201 S. Hough Street Barrington, IL 60010 Attn: Senior Credit Officer

8. Amendment, Modifications. This Agreement may not be modified other than by agreement in writing signed by Lender and Tenant, or by their respective successors in interest.

9. Binding Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lender and its successors and assigns, and be binding upon Tenant and its successors and assigns.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Agreement.

11. Governing Laws. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the internal laws, and not the conflict of laws provisions, of the State of Illinois.

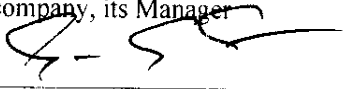
**[SIGNATURE PAGE FOLLOWS]**

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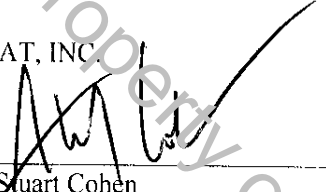
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the day and year first set forth above.

LIFE STORAGE CENTERS - HARWOOD HEIGHTS, LLC

By: LSC Development, LLC, an Illinois limited liability company, its Manager

By:   
Name: Jean L. Jodoin  
Title: Manager

MARNAT, INC.

By:   
Name: Stuart Cohen  
Title: Vice Chairman

BARRINGTON BANK & TRUST COMPANY, N.A.

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

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By: \_\_\_\_\_  
Name: Jean L. Jodoïn  
Title: Manager

MARNAT, INC.

By: \_\_\_\_\_  
Name: Stuart Cohen  
Title: Vice Chairman

BARRINGTON BANK & TRUST COMPANY, N.A.

By:  \_\_\_\_\_  
Name: NICK HOWARD  
Title: SENIOR VICE PRESIDENT

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## TENANT

STATE OF ILLINOIS )  
                                  )SS.  
COUNTY OF COOK )

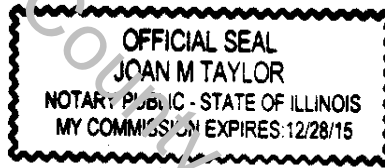
The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Stuart Cohen, Vice Chairman, of MARNAT, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice Chairman, such person appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2014.

  
NOTARY PUBLIC

My Commission Expires:

12/28/15



TENANT NOTARY

SLLG484705861404.3  
MARNAT / 14  
Harwood (SNDA) GRC  
08/13/14





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## EXHIBIT A LEGAL DESCRIPTION

THE NORTH 826 FEET OF THE EAST 263.60 FEET OF LOT 4 IN C. R. BALL'S SUBDIVISION OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT SCHOOL LOT) AND OF THE NORTH 25.40 ACRES OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, IN COOK COUNTY, ILLINOIS.

PIN: 13-18-100-084-0000  
13-18-100-085-0000  
13-18-100-096-0000

Common Address: 7125 West Gunnison, Harwood Heights, Illinois 60706

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**EXHIBIT B**  
**LEASE**

Store Lease dated August 20, 2014 between Life Storage Centers – Harwood Heights, LLC, an Illinois limited liability company, and LSC Development, LLC, an Illinois limited liability company, collectively as landlord, and Marnat, Inc., as tenant, for premises located at 7125 West Gunnison, Harwood Heights, Illinois 60706.

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EXHIBIT B – PAGE 1

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Harwood (SND) GRC  
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