

# UNOFFICIAL COPY

Doc#: 1422004027 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/08/2014 11:11 AM Pg: 1 of 7

444



Doc#: 1429018028 Fee: \$50.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/17/2014 09:18 AM Pg: 1 of 7

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:  
Lutheran Church Extension Fund – Missouri Synod  
Loan Processing Department  
10733 Sunset Office Drive – Suite 300  
St. Louis, MO 63127-1020

*Re Record to correct  
Dates For Mortgage Recording Intit*  
ITEM B

(Space above this line for recorder's use)

## SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN AGREEMENT

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN AGREEMENT (“Agreement”) is made as of the 17th day of July, 2014, among Lutheran Church Extension Fund – Missouri Synod, a Missouri non-profit corporation, with offices at 10733 Sunset Office Drive, Suite 300, St. Louis, Missouri 63127-1020 (“Lender”), Grace Evangelical Lutheran Church of Northbrook, a non-profit corporation, with offices at 2245 Walters Avenue, Northbrook, Illinois 60062-4596 (“Landlord”), and Open Arms North Shore, Inc., a non-profit company, with offices at 1850 Chestnut Avenue, Glenview, Illinois 60025 (“Tenant”).

### RECITALS

A. Tenant is the occupant pursuant to a Space and Equipment Use Agreement (hereinafter referred to as the “Agreement”) dated August 1, 2014 between Landlord and Tenant, of premises located at 2245 Walters Avenue, Northbrook, Illinois 60062-4596 (“Landlord’s Property”), and more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference.

B. Lender intends to make, or has made, certain loans to Landlord. These loans are secured by mortgage on the Landlord’s Property recorded on AUGUST 8, 2014, as Instrument No. 1422004024 in the Official Records of the County Recorder of Cook County, Illinois (together, the “Mortgage”; any and all references to “Mortgage” herein are intended to refer to mortgage as described in this recital).

FIRST AMERICAN TITLE

Site Name: 2518726

INT 08/08/2014  
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3. In the Agreement, Tenant has agreed to attorn to the beneficiary of any mortgage given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Agreement in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such mortgage beneficiary a nondisturbance agreement that recognizes the validity of the Agreement in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property occupied by the Tenant ("Occupied Premises"), pursuant to the terms of the Agreement, as long as the Tenant is not in default of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Agreement, the Agreement, and the estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Mortgage, and the lien thereof, and all rights of Lender thereunder.

2. Consent. Lender consents to the Agreement and to the Tenant's use and occupancy of the Occupied Premises under the Agreement.

3. Non-Disturbance. So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Agreement that Tenant is to perform, the Tenant's possession of the Occupied Premises and the Tenant's other rights under the Agreement, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Agreement or otherwise, except in the event Tenant defaults under the Agreement and any applicable cure period has expired.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Mortgage, becomes the owner of Landlord's Property, by reason of any foreclosure of the Mortgage, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Agreement, and the Agreement shall continue in full force and effect as a direct agreement between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Agreement for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Agreement.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Agreement (collectively, the "Successors"), Tenant does hereby agree to attorn to Successors as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such

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attornment shall be subject to all terms, provisions and conditions of the Agreement and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Agreement, Successors shall not disturb Tenant in Tenant's possession of the Occupied Premises during the term of the Agreement and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Agreement. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Agreement obligation that occurred prior to the date of takeover, or any claims arising out of such takeover ("Prior Claims") but Tenant shall have no right to seek recovery for such Prior Claims against Successors. Tenant shall, from and after Successors' succession to the interest of Landlord under the Agreement (the "Succession Date"), have the same remedies against such party that Tenant might have had under the Agreement against Landlord but only with respect to claims arising after the Succession Date. Tenant shall have no right of recourse against Successors for rent paid to Landlord for any period after the last day of the month in which the Succession Date occurs.

5. Security Instruments/Tenant's Property. Notwithstanding anything to the contrary contained herein, in the Mortgage or in any security instrument (including, but not limited to, any UCC-1 financing statements or any other financing instrument, agreement, or renewal or continuation thereof) executed in connection with the Mortgage, neither the Mortgage nor any such security instrument shall encumber or subject, or be construed as encumbering or subjecting, in any manner to the lien of the Mortgage or any such security instrument, any equipment, fixtures, or any other trade fixture or other personal property installed or placed in or on Landlord's Property by or for Tenant.

6. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Agreement; provided however, that Tenant must obtain Lender's consent to any modification to the Agreement that increases the size of the Occupied Premises, reduces the donations, revenues, incomes or payments paid to Landlord or changes or otherwise modifies any (i) indemnification obligation, (ii) insurance requirement, (iii) limitation of liability, (iv) event of default or remedy available in the case of an event of default or (v) any environmental indemnification or responsibility for violation of any environmental or industrial hygiene law or regulation.

7. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

8. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may

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9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

10. Licenses and Permits. Lender consents to Tenant's use on the Occupied Premises, provided that Tenant is in compliance with all state and municipal permits and licenses required by law and that Tenant indemnifies Landlord and Lender for any liabilities caused by Tenant as specifically provided in Section 3 of the Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

LENDER:

Lutheran Church Extension Fund – Missouri Synod,

By: Donna Sullivan  
Name: Donna Sullivan  
Title: Loan Specialist

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. LOUIS )

The foregoing Subordination, Consent, Non-Disturbance and Attornment Agreement was acknowledged before me this 15<sup>th</sup> day of July, 2014, by Donna Sullivan, as Loan Specialist of and on behalf of Lutheran Church Extension Fund – Missouri Synod.

WITNESS my hand and official seal. Vicki L. Fellers  
Notary Public

My commission expires: November 9, 2016



VICKI L. FELLERS  
My Commission Expires  
November 9, 2016  
St. Louis County  
Commission #12675802

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LANDLORD:

Grace Evangelical Lutheran Church of Northbrook

By: *Pamela J. Stock*

Name: Pamela J. Stock

Title: Chairperson/President

Date: 7/17/14

By: *Laurel G. Schilling*

Name: Laurel G. Schilling

Title: Secretary <sup>AMS</sup>

Date: 7/17/14

Property of Cook County Clerk's Office

STATE OF ILLINOIS

COUNTY OF Cook

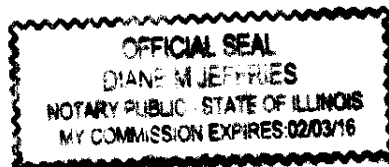
) ss.  
)

The foregoing Subordination, Consent, Non-Disturbance and Attornment Agreement was acknowledged before me this 17 day of July, 2014, by Pamela J. Stock as Chairperson/President and Laurel G. Schilling as Secretary, of and on behalf of Grace Evangelical Lutheran Church of Northbrook.

WITNESS my hand and official seal.

*Diane M. Jeffries*  
Notary Public

My commission expires: 2/3/16



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TENANT:

Open Arms North Shore, Inc.

By: *Thomas J. Amato*  
 Name: Thomas J. Amato, on behalf of Open Arms North Shore, Inc. as Congregational Chairman of Immanuel Lutheran Church  
 Date: July 16, 2014

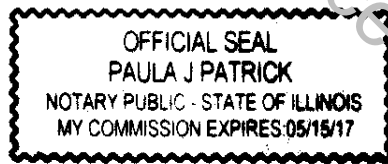
STATE OF ILLINOIS )  
 ) ss.  
 COUNTY OF Cook )

The foregoing Subordination, Consent, Non-Disturbance and Attornment Agreement was acknowledged before me this 16 day of July, 2014, by Thomas J. Amato, as Congregational Chairman of Immanuel Lutheran Church and on behalf of Open Arms North Shore, Inc.

WITNESS my hand and official seal.

My commission expires: 5/15/17

*Paula J. Patrick*  
 Notary Public



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## EXHIBIT "A"

That part of the North half of the South half of the Southeast quarter of Section 9, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at a point in the North line of the South half of the Southeast quarter, 660 feet East of the Northwest corner of the South half of the Southeast quarter; thence South on a line 660 feet East of and parallel with the West line of said Southeast quarter, 659.75 feet, more or less, to the South line of the North half of the South half of said Southeast quarter; thence East along said South line 264 feet; thence North on a line parallel with the West line of said Southeast quarter to the North line of the South half of said Southeast quarter; thence West along said North line 264 feet to the place of beginning (excepting therefrom the South 479.75 feet of the North 509.75 feet of the West 60 feet, and also excepting the South 210 feet), in Cook County, Illinois.

Note: For informational purposes only, the land is known as:

2245 Walters Avenue  
Northbrook, IL 60062

04-09-41-099-0000