

Doc#: 1430922012 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/05/2014 08:33 AM Pg: 1 of 10

AFTER RECORDING RETURN TO:

JPMorgan Chase Bank, N.A.
Attn. POST CLOSING – 3545RMTX
P.O. Box 9011
Coppell, TX 75019-9011
Loan No. 100519844

CTT-11/10/2014 BLN/MS

LEASE SUBORDINATION AGREEMENT

THIS LEASE SUBORDINATION AGREEMENT (this "Agreement") is made as of October 28, 2014, by and among JPMORGAN CHASE BANK, N.A. (together with its successors and assigns, "Lender"), 55 W CHESTNUT A LLC, an Illinois limited liability company, and 55 W CHESTNUT B LLC, an Illinois limited liability company (collectively, "Borrower"), and ROBERT J. BUFORD and PLANNED REALTY GROUP, INC., an Illinois corporation (collectively, "Tenant").

55 W CHESTNUT A LLC is or expects to become the landlord and ROBERT J. BUFORD is the tenant under a lease dated October 28, 2014 (the "A Lease") and 55 W CHESTNUT B LLC is or expects to become the landlord and PLANNED REALTY GROUP, INC. is the tenant under a lease dated October 28, 2014 (the "B Lease", together with the "A Lease", hereinafter, the "Lease"). The Lease covers all or a portion (such as leased premises, the "Leased Premises") of the real property described on the attached Exhibit A and the improvements thereon (the "Property"). Borrower has obtained or applied for a loan (the "Loan"), payment of which is to be secured by a mortgage, deed of trust or other security instrument (any of the foregoing, "Security Instrument") encumbering the Property. (All documents evidencing or securing the Loan, including the Security Instrument, are referred to as the "Loan Documents.") Tenant has agreed to subordinate the Lease to the Security Instrument, all in accordance with the terms and conditions set forth below. The parties agree as follows:

1. **Subordination.** The Lease, and all other rights and interests of Tenant in the Property (including any purchase options and rights of first refusal) are and at all times will be subordinate to the Loan Documents and the lien of the Security Instrument, to all advances made or to be made thereunder, and to any and all renewals, extensions, modifications, or replacements thereof. Tenant acknowledges and agrees that no right of first refusal held by Tenant will be exercisable in connection with any transfer pursuant to a Foreclosure Event (as defined below).

2. **Attornment.** After any transfer of the Property pursuant to a Foreclosure Event, if Lender elects in its sole discretion not to foreclose out the Lease, Tenant shall attorn to Successor Landlord as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon such Foreclosure Event. Notwithstanding any other provision of this Agreement, Successor Landlord will not be liable for or bound by any of the following:

(a) any act, omission, breach of the Lease, representation or warranty of Borrower or any other prior landlord;

(b) any offset or credit Tenant may have against Borrower or any other prior landlord;

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(c) any obligation with respect to any prepaid rent for greater than one (1) month, unless such payment is required under the Lease;

(d) any obligation to return or give credit for any security deposit under the Lease, unless such security deposit has actually been delivered to Successor Landlord;

(e) unless previously approved in writing by Lender, any modification or waiver of any provision of the Lease;

(f) any payment of rent by Tenant to Borrower in violation of Section 4 below;

(g) termination, sublease or assignment of the Lease occurring after the date of this Agreement, unless expressly approved in writing by Lender; or

(h) any purchase option or right of first refusal with respect to the Property granted under the Lease or otherwise held by Tenant.

“Foreclosure Event” means: (i) foreclosure under the Security Instrument; (ii) any other exercise by Lender of rights and remedies as a result of which a Successor Landlord becomes the owner of the Property; or (iii) delivery to Lender (or its designee or nominee) of a deed or other conveyance of the Property in lieu of (i) or (ii) above.

“Successor Landlord” means Lender or any other person or entity that becomes the owner of the Property as the result of, or after, a Foreclosure Event.

3. **Notice and Opportunity To Cure Defaults.** Tenant shall notify Lender of any default by Borrower under the Lease and offer Lender the opportunity (without the obligation to) to cure such default and not terminate (or otherwise exercise any remedies with respect to) the Lease for a period of thirty (30) days following Lender’s actual receipt of such notice, or such longer period as reasonably necessary to cure such default, provided Lender commences such cure within the initial 30-day period and prosecutes the same with reasonable diligence (which, if such cure requires possession of the Property, shall include the foreclosure of the Security Instrument).

4. **Other Acknowledgments and Agreements.** Tenant acknowledges and agrees that: (a) the Lease will be assigned to Lender under the Security Instrument; (b) upon and after Lender’s written request and written notice that an event of default has occurred under any of the Loan Documents, Tenant will (and Borrower authorizes Tenant to) pay all rent and other amounts due and owing to Borrower under the Lease directly to Lender; (c) Lender has no obligation to Tenant regarding Borrower’s application of the proceeds of the Loan; (d) Tenant shall at the request of Lender certify promptly in writing to Lender and any proposed assignee of the Loan whether or not any default on the part of Borrower then exists under the Lease; (e) notwithstanding Section 1 above, Lender may in its sole discretion at any time record (or otherwise provide in accordance with applicable law) notice that it elects the Security Instrument to become subordinate to the Lease, which recorded or other notice need only be executed by Lender; and upon such recording (or the giving of such other notice), the Security Instrument shall be subordinate to the Lease; and (f) if Lender becomes the Successor Landlord, Lender shall have no liability to Tenant with respect to the Lease after Lender no longer has any ownership interest in the Property, except to the extent such liability arises solely by acts or omissions of Lender during the period of Lender’s ownership of the Property.

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5. Miscellaneous.

(a) **Binding Effect.** This Agreement will inure to the benefit of and be binding upon the parties hereto, their successors and assigns and the holder from time to time of the Loan Documents.

(b) **Entire Agreement.** This Agreement constitutes the final expression of the entire agreement of the parties with respect to the subordination of the Lease to the lien of the Security Instrument. If there are any conflicts between the Security Instrument and the Lease, the Security Instrument shall control. This Agreement may not be modified other than by an agreement in writing, signed by the parties hereto or their respective successors in interest.

(c) **Effect on Lease.** Except as modified by this Agreement, all of the terms and provisions of the Lease will remain in full force and effect. If there are any conflicts between the Lease and this Agreement, the terms and provisions of this Agreement will control.

(d) **Counterparts.** This Agreement may be executed in any number of identical counterparts and by each party on a separate counterpart. If so executed, all of such counterparts will collectively constitute one agreement.

(e) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state where the Property is located, without regard to its conflicts of laws principles.

(f) **Legal Costs.** In the event of any litigation to enforce the terms of this Agreement or to recover damages for the breach thereof, the prevailing party or parties will be entitled to recover from the nonprevailing party or parties all attorneys' fees and other costs and expenses incurred in connection therewith.

(g) **Notices.** All notices under this Agreement will be in writing and mailed or delivered by recognized overnight delivery service (such as Federal Express) at the following addresses:

If to Lender:

JPMorgan Chase Bank, N.A.
3929 W. John Carpenter Freeway
Portfolio Administration – Transactions
3545 PMTX
Irving, TX 75063
Loan No. 100519844

If to Borrower:

55 W Chestnut A LLC,
c/o Robert J. Buford
1333 N. Kingsbury Street, Suite 301
Chicago, IL 60642

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and

55 W Chestnut B LLC,
Planned Realty Group, Inc.,
c/o Robert J. Buford
1333 N. Kingsbury Street, Suite 301
Chicago, IL 60642

If to Tenant:

Robert J. Buford
1333 N. Kingsbury Street, Suite 301
Chicago, IL 60642

and

Planned Realty Group, Inc.,
c/o Robert J. Buford
1333 N. Kingsbury Street, Suite 301
Chicago, IL 60642

All such notices will: (a) if mailed, be effective three (3) business days following deposit in the United States mail with postage prepaid and return receipt requested; and (b) if delivered as provided above, be effective upon delivery. Any party to this Agreement may change the address for notices to that party by written notice to the other parties to this Agreement.

(h) **WAIVER OF SPECIAL DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO AGREES NOT TO ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE OTHER PARTIES HERETO, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT.

(i) **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

(Remainder of page intentionally left blank; signatures follow.)

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DATED as of the day and year first above written.

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Jennifer Smith, Authorized Officer

BORROWER:

55 W Chestnut A LLC, an Illinois limited liability company

By: _____
Robert J. Buford, Manager

55 W Chestnut B LLC, an Illinois limited liability company

By: Planned Realty Group, Inc., an Illinois corporation, its Manager

By: _____
Robert J. Buford, President

TENANT:

Robert J. Buford

PLANNED REALTY GROUP, INC.

By: _____
Robert J. Buford, President

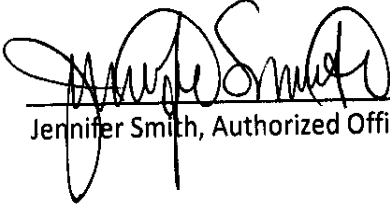
[ADD APPROPRIATE ACKNOWLEDGMENTS FOR EACH OF THE ABOVE SIGNATORIES]

UNOFFICIAL COPY

DATED as of the day and year first above written.

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Jennifer Smith, Authorized Officer

BORROWER:

55 W Chestnut A LLC, an Illinois limited liability company

By: _____
Robert J. Buford, Manager

55 W Chestnut B LLC, an Illinois limited liability company

By: Planned Realty Group, Inc., an Illinois corporation, Its Manager

By: _____
Robert J. Buford, President

TENANT:

Robert J. Buford

PLANNED REALTY GROUP, INC.

By: _____
Robert J. Buford, President

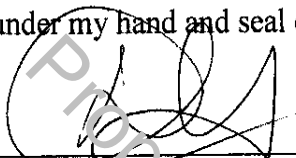
[ADD APPROPRIATE ACKNOWLEDGMENTS FOR EACH OF THE ABOVE SIGNATORIES]

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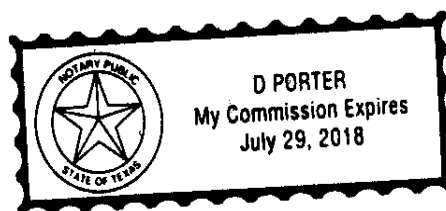
STATE of Texas
COUNTY of Dallas

Before me, D Porter, a Notary Public in and for Dallas in the State of Texas, personally appeared Jennifer Smith, Authorized Officer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28th day of October, 2014.



Name: D Porter
Notary Expires: July 29, 2018



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert J. Buford, 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 signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of October, 2014.

Commission expires 8-5-18

Gail L Candela
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

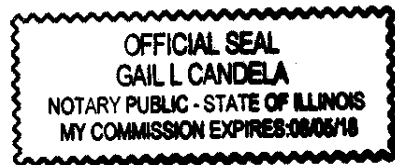


I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert J. Buford, personally known to me to be a Manager of 55 W Chestnut A LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of October, 2014.

Commission expires 8-5-18

Gail L Candela
NOTARY PUBLIC



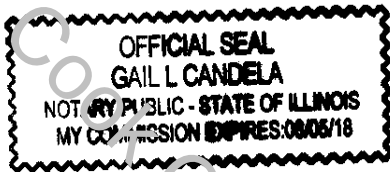
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert J. Buford, personally known to me to be the President of Planned Realty Group, Inc., the Manager of 55 W Chestnut B LLC, an Illinois limited liability company, 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 President he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of October, 2014.

Commission expires 8-5-18 Gail L Candela
NOTARY PUBLIC



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Loan No.: 100519844

EXHIBIT A Legal Description

STREET ADDRESS: 55 W. CHESTNUT STREET/822 N. DEARBORN STREET
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-04-449-036-0000

LEGAL DESCRIPTION:

PARCEL 1: LOTS 1, 2, 3 AND 4 IN FIELD'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF BLOCK 2 OF BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

AND

PARCEL 2: LOTS 2, 3 AND THE NORTH 27 FEET OF LOT 4 IN ASSESSOR'S DIVISION OF BLOCK 2 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office