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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/20/2014 02:49 PM Pg: 1 of 12

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING
RETURN TO:

BOFI FEDERAL BANK
4350 La Jolla Village Dr., Suite 140
Mailstop 6-IPL
San Diego, CA 92122
Attn: Servicing Department

Tax Parcel Number(s): 14-20-100-007-0000

Space Above for Recorder's Use

LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("**Agreement**") is dated as of **November 6, 2014**, by and among **1511 W. IRVING LLC**, an Illinois limited liability company ("**Lessor**"), **KEREN KITCHEN, INC.**, an Illinois corporation ("**Lessee**"), and **BOFI FEDERAL BANK**, a federal savings bank ("**Lender**").

RECITALS

A. Lender intends to make a loan ("**Loan**") to Lessor, which Loan is to be evidenced by a Promissory Note ("**Note**") to be executed by Lessor. The Note is to be secured by a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing ("**Mortgage**") of even date therewith, which Mortgage is to be recorded prior to or concurrently herewith and which Mortgage encumbers Lessor's ownership interest in the real property in **Cook County**, State of **Illinois**, described on Exhibit "A" attached hereto and made a part hereof ("**Subject Property**").

B. Lessee and Lessor entered into a lease, dated **September 22, 2014** (the "**Lease**") by which Lessee leased certain premises ("**Leased Premises**") constituting all or a portion of the Subject Property.

C. Lessee desires to be assured of continued occupancy of the Leased Premises under the terms of the Lease and subject to the terms of the Mortgage and to the terms hereof.

Lease Subordination, Non-Disturbance and Attornment Agreement - Keren Kitchen, Inc.

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D. Lender is willing to make the Loan provided the Mortgage is a lien and charge upon the Leased Premises prior and superior to the Lease and provided that Lessee specifically subordinates the Lease to the lien and charge of the Mortgage subject to the terms hereof.

E. Lessee is willing that the Mortgage shall constitute a lien or charge upon the Leased Premises which is prior and superior to the Lease subject to the terms hereof and is willing to attorn to Lender provided Lender grants Lessee a non-disturbance agreement as provided herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions set forth herein below, and in order to induce Lender to make the Loan, the parties hereto agree as follows:

1. As used in this Agreement, "**Lease**" includes, without limitation, all right, title and interest that Lessee may have in all or any portion of the Leased Premises, whether granted by the terms of the Lease, by a separate written or oral agreement or otherwise, including without limitation all options, purchase rights, rights of first refusal provided for in the Lease or by separate agreement between Lessor and Lessee.

2. Lender hereby consents to the Lease and all the provisions thereof.

3. Except as permitted by the Lease, Lessee shall not assign the Lease, nor sublet any portion of the Leased Premises, and Lessor shall not consent to any such assignment or subletting other than as permitted by the terms of the Lease, without the prior written consent of Lender, which consent shall not be unreasonably withheld.

4. The Mortgage and any amendments, modifications, renewals and extensions thereof shall be and remain at all times a lien and charge on the Leased Premises, prior and superior to the Lease, to the leasehold estate created thereby and to all rights and privileges of Lessee or any other tenant thereunder, subject to the terms hereof, and the Lease, the leasehold estate created thereby and all rights and privileges of Lessee or any other tenant thereunder are hereby subjected and made subordinate to the lien and charge of the Mortgage in favor of Lender, subject to the terms hereof.

5. Lender would not make the Loan without this Agreement.

6. Lender in making disbursements pursuant to any agreement with Lessor, under no obligation or duty to, nor has Lender represented that it will, see to the application of the proceeds of the Loan by Lessor or any other persons to whom Lender disburses the proceeds of the Loan. Any application or use of such proceeds for purposes other than those provided for in any agreement between Lender and Lessor shall not defeat the subordination made in this Agreement, in whole or in part.

7. Lessee intentionally subjects and subordinates the Lease, the leasehold estate created thereby together with all rights and privileges of Lessee or any other lessee thereunder in favor of the lien and charge upon the Leased Premises of the Mortgage, subject to the terms hereof, and understands that in reliance upon and in consideration of this subjection and subordination, specific loans and advances are being and will be made and specific monetary and other obligations are being undertaken and will be entered into which would not be made or entered into but for said reliance upon this subjection and subordination.

8. Lender agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Lessee thereunder shall continue in full force and effect and shall not be terminated or disturbed (whether by a foreclosure, deed in lieu of foreclosure or otherwise), except for a default continuing after notice and beyond any applicable grace period and otherwise in accordance with the provisions of said Lease.

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9. If Lender or any subsequent holder of said Mortgage, or any person claiming under said holder, including any purchaser upon foreclosure (any of which being referred to as a "**Successor**") acquires or otherwise succeeds to the fee estate of Lessor, whether by a foreclosure, deed in lieu of foreclosure or otherwise, then such Successor shall succeed to the interest of Lessor in said Lease. Lessee will recognize, and attorn to such Successor as its landlord under the terms of said Lease and be bound to such Successor under the terms of the Lease for the balance of the term thereof and any extensions or renewals thereof. Said attornment is to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Successor's succeeding to the interest of Lessor under the Lease; provided, however, that Lessee agrees to provide written confirmation of its attornment within ten (10) days after receipt of a written request for such confirmation by such Successor. In any such event as described above, the Lease shall continue in accordance with its terms between Lessee as tenant and such Successor as landlord; provided, however, that such Successor shall not be:

(i) Liable for any act or omission of any prior landlord (including Lessor) under the Lease (without limiting any rights of Lessee under the Lease for non-monetary defaults of any prior landlord which continues and which such Successor fails to cure within a reasonable time after such Successor acquires Lessor's interest under the Lease);

(ii) Subject to any offsets or abatements against rent which Lessee may have against any prior landlord (including Lessor) except for the exercise of rights expressly set forth in the Lease;

(iii) Bound by any rent or other charges which Lessee might have paid for more than the current month to any prior landlord (including Lessor) except as expressly required under the Lease;

(iv) Bound by any option to purchase or lease, or right of first refusal to purchase or lease, the Mortgaged Property or any portion thereof, if any, set forth in the Lease or in any other document;

(v) Bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed; or

(vi) Such Successor shall only be liable for the landlord's obligations under the Lease accruing during the period of time that such Successor is the owner of the Subject Property.

10. Lessor agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Lender of any of its rights under the Mortgage or related documents, and that the Mortgage and any related documents remain in full force and effect and shall be complied with in all respects by Lessor.

11. Lessee agrees with Lender that from and after the date hereof, Lessee will not terminate or seek to terminate the Lease by reason of any act or omission of Lessor thereunder or for any other reason until Lessee shall have given written notice, by registered or certified mail, return receipt requested, of said act or omission to Lender, which notice shall be addressed to:

BOFI FEDERAL BANK
4350 La Jolla Village Dr., Suite 140
Mailstop 6-IPL
San Diego, CA 92122
Attn: Servicing Department

and until a reasonable period of time shall have elapsed during which period ("**Lender's Cure Period**") Lender shall have the right, but not be obligated, to remedy such act, omission or other matter. Without limiting the foregoing, Lender's Cure Period shall not be less than the greater of: (i) the time allowed Lessor under the Lease, and (ii) thirty (30) days.

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12. This Agreement shall be the whole and only agreement with regard to the subjection and subordination of the Lease and the leasehold estate created thereby together with all rights and privileges of Lessee or any other lessee thereunder to the lien and charge of the Mortgage, and shall supersede and cancel (but only insofar as would affect the priority between the Mortgage and the Lease) any prior agreements as to such subjection or subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subjection or subordination of the Lease and the leasehold estate created thereby to a deed or deeds of trust or to a mortgage or mortgages.

13. This Agreement shall inure to the benefit of and shall be binding upon Lessee, Lessor and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be materially altered, modified or amended except in writing signed by all of the parties hereto. 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 other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois.

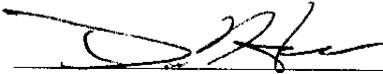
15. This Agreement may be executed in multiple counterparts, and the separate signature pages and notary acknowledgments may then be combined into a single original document for recordation.

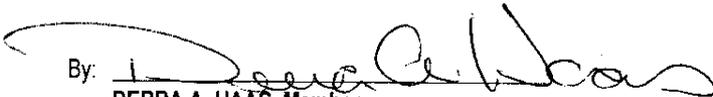
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

NOTICE: THIS LEASE SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

LESSOR:

**1511 W. IRVING LLC,
an Illinois limited liability company**

By: 
DANIEL M. HAAS, Managing Member

By: 
DEBRA A. HAAS, Member

(SEAL)

[Lessee signature on next page.]

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LESSEE:

KEREN KITCHEN, INC.
an Illinois corporation

By: [Signature]
Name: Forfuna Tejada
Title: Owner

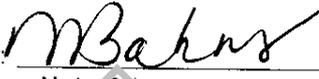
[Lender's signature on next page]

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LENDER:

**BOFI FEDERAL BANK,
a federal savings bank**

By: 

Name: Marion Bahner

Title: FVP, Income Property Lending Operations Manager

(SEAL)

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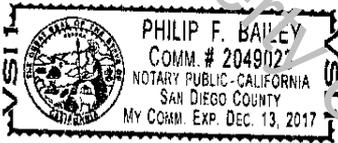
State of California) ss.
County of San Diego)

On November 17, 2014, before me, Philip F. Bailey, Notary Public, personally appeared DANIEL M. HAAS,

who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Philip F. Bailey
Signature of Notary Public

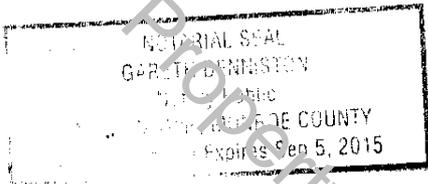
Place Notary Seal Above

Property of Cook County Clerk's Office

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State of Pennsylvania)
County of Northampton) ss.

On November 14, 2014, before me, Garcia Denniston, Notary Public, personally appeared Debra A. Haas.



Place Notary Seal and/or Any Stamp Above

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

Garcia Denniston
Signature of Notary Public

Garcia Denniston
Other Required Information (Printed Name of Notary, Residence, etc.)

PROPERTY OF COOK COUNTY Clerk's Office

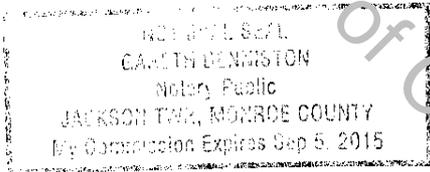
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Commonwealth of Pennsylvania)
County of Northampton) ss.

On November 17, 2014, before me, George Denniston, Notary Public, personally appeared **DEBRA A. HAAS**,

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as **Member** on behalf of **1511 W. IRVING LLC, an Illinois limited liability company**, the limited liability company therein named, and acknowledged to me that the limited liability company executed the same for the purposes therein stated.



WITNESS my hand and official seal.

George Denniston
Signature of Notary Public

George Denniston
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

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State of ILLINOIS)
County of COOK) ss.

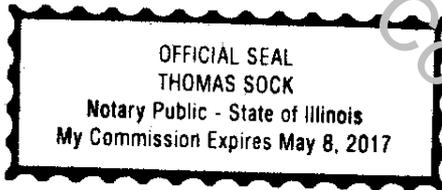
On OCTOBER 15th, 2014, before me, THOMAS SOCK, Notary Public, personally appeared FORTUNA FELEADU.

personally known to me - OR -

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



[Handwritten Signature]

Signature of Notary Public

THOMAS SOCK

Other Required Information (Printed Name of Notary, Residence, etc.)

NOTARY
exp: MAY 8th, 2017

Place Notary Seal and/or Any Stamp Above

Property of Cook County Clerk's Office

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State of California)
County of San Diego) ss.

On 11-14-14, 2014, before me, S. J. Miller, Notary Public, personally
appeared Melion Bahner

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public



Place Notary Seal Above

Property of Cook County Clerk's Office

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EXHIBIT "A" DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN COOK COUNTY, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 5 IN BLOCK 1 IN LAKE VIEW HIGH SCHOOL SUBDIVISION IN THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 14-20-100-007-0000

PROPERTY ADDRESS: 1511-1513 W IRVING PARK ROAD, CHICAGO, ILLINOIS 60613