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Doc#: 1434434079 Fee: \$54.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/10/2014 01:37 PM Pg: 1 of 9

Upon recordation return to:
Bank Financial FSB
15W060 Frontage Road
Burr Ridge, IL 60527

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Re: File No. ILCH000202 - Irving Park & Forest Preserve

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is made and entered into as of this ___ day of October, 2014, by and among T-Mobile Central LLC, a Delaware limited liability company ("Tenant"), and Forest Preserve Plaza, LLC ("Landlord"), and Bank Financial FSB ("Lender") with regard to certain real property located at 7309-11 W. Irving Park Road, Forest Preserve Plaza Shopping Center, Chicago, IL 60634 (the "Project").

RECITALS

- A. Landlord, the owner of the Project, pursuant to a lease dated July 17, 2002, leases to Tenant, a portion of the Project designated as Forest Preserve Plaza Shopping Center and more particularly described in said lease (the "Leased Premises"), which lease shall be referred to as the "Lease."
- B. Landlord has requested a loan (the "Loan") from Lender, to be secured by a mortgage or deed of trust upon the Project (the "Mortgage") and further secured by an assignment of rents payable under the Lease and Landlord's rights under the Lease;
- C. Lender has required the subordination of Tenant's rights under the Lease and an agreement of attornment by Tenant as a material condition to making the Loan to Landlord.
- D. Lender's agreement to make the Loan is conditioned on Tenant's subordination of the Lease to the lien of the Mortgage and an agreement of attornment by Tenant if Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure. Tenant is willing to do so in consideration of Lender's agreement not to disturb Tenant's possession of the Leased Premises under the Lease, and to recognize the Lease and Tenant's rights thereunder, all as provided herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises herein described and for other good and valuable consideration, the receipt of which is acknowledged, Landlord, Lender and Tenant agree as follows:

1. **Subordination.** The Lease, Tenant's leasehold estate created thereby and all rights of Tenant under the Lease shall be and are hereby completely and unconditionally subordinated to the lien of the Mortgage

ILCH000202 - Irving Park & Forest Preserve
Subordination, Nondisturbance and Attornment Agreement

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and to all the terms, conditions and provisions thereof, as fully, to all intents and purposes, as if the Mortgage had been recorded prior to the execution of the Lease, and the lien of the Mortgage shall remain superior to the Lease and to all of Tenant's rights under it regardless of any renewals, extensions, modifications or replacements thereof.

2. Assignment of Rents. Tenant acknowledges that in connection with the Loan, Landlord shall assign the rents under the Lease to Lender, and Tenant agrees with Landlord and Lender to make all rent and other payments required under the Lease directly to Lender on and after receipt by Tenant of a written notice from Lender that such rents should be paid to Lender. Landlord hereby authorizes Tenant to pay rents to Lender in reliance upon such notice without further inquiry by Tenant or authorization from Landlord. Landlord agrees that Tenant's payment of rent to Lender pursuant to such notice shall discharge the obligation of Tenant to make any payment so made to Landlord.

3. Nondisturbance. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Leased Premises and Tenant's rights and privileges under the Lease shall not be diminished or interfered with, and Tenant's occupancy of the Leased Premises shall not be disturbed, by Lender during the term of the Lease and any renewals or extensions which may be effected in accordance with any option granted in the Lease, except in accordance with the Lease terms, as same may be expressly modified by Section 4 hereof.

4. Liability of Successor Landlord. Notwithstanding anything in the Lease to the contrary, Lender further agrees that Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the obligation secured thereby. Notwithstanding the foregoing, if Tenant is an indispensable party in a foreclosure proceeding with respect to the Mortgage, Lender may so name or join Tenant if such naming or joinder may be accomplished without in any way diminishing or otherwise affecting the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement or under the Lease. If Lender takes possession of or title to the Project or if the interests of Landlord under the Lease are acquired by Lender or another person or entity as a result of (a) any proceedings brought for the foreclosure of the Mortgage, (b) a sale pursuant to a trustee's sale, or (c) by deed in lieu or assignment in lieu of foreclosure (each, a "Transfer"), Lender or such person or entity (in any such case, a "Successor Landlord") shall not be:

- (a) liable in damages for any act or omission of any prior landlord, including Landlord, except that, with respect to defaults of Landlord that are continuing on the date (the "Transfer Date") Successor Landlord takes possession of or title to the Project and of which Lender received prior written notice ("Continuing Defaults"), Tenant shall have the rights and remedies under the Lease with respect to damages accruing after the Transfer Date; or
- (b) liable in damages for any security deposit paid to Landlord not actually received by Successor Landlord; or
- (c) subject to any offsets or defenses which Tenant might have against any Landlord, except that Tenant shall have the rights and remedies under the Lease with respect to damages arising from Continuing Defaults that accrue after the Transfer Date; or

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- (d) bound by any prepayment of base rent or other additional rent made by Tenant to Landlord on account of periods after the then current month (except as may be expressly permitted under the Lease with regard to estimated additional rent); or
- (e) bound by any amendment or modification of the Lease made without Lender's prior written consent (other than amendments or modifications arising out of Tenant's exercise of any express renewal or other rights or options contained in the Lease).

In the case of any initial improvements or repairs to be performed by Landlord under the Lease or a failure to pay to Tenant some or all of any improvement allowance, reimbursement, free rent or other contribution ("Tenant Allowance"), if Successor Landlord does not agree, within fifteen (15) days after Tenant's written demand following the effective date of any attornment hereunder, to fund the unpaid portion of the Tenant Allowance according to the terms of the Lease, then Tenant shall have the right either to terminate the Lease by written notice to Successor Landlord or to offset the reasonable costs incurred in doing so (the "Construction Costs"), along with any unpaid portion of the Tenant Allowance to which Tenant is entitled under the Lease, together with interest on the unrecovered Construction Costs at the default interest rate specified in the Lease, against any rental payments thereafter payable, until Tenant shall have so recovered all of such amounts. Nothing contained in this paragraph shall be deemed a waiver of any of Tenant's rights and remedies against any prior landlord under the Lease.

5. Attornment. In the event of a Transfer, Tenant shall attorn to Successor Landlord as the landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time, and from time to time, upon the request of Successor Landlord, any instrument or certificate which, in its sole judgment, Successor Landlord deems to be necessary or appropriate in any such foreclosure proceeding or conveyance in lieu of foreclosure or otherwise to evidence such attornment. Following such attornment, Successor Landlord shall be deemed to have assumed all of Landlord's obligations under the Lease arising thereafter, together with obligations of an ongoing nature such as repair and maintenance, and the nondisturbance provisions of paragraph 3 shall continue to apply.

6. Notices. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne, and shall be deemed received by the addressee two (2) days after postmarked, or in the case of overnight carrier, one (1) day after deposited with the carrier, and addressed to the respective parties at the following addresses:

Landlord: Forest Preserve Plaza, LLC
1721 Moon Lake Blvd, Suite 101
Hoffman Estates, IL 60169-1070

Lender: Bank Financial, FSB
15W060 North Frontage Road
Burr Ridge, IL 60527
Attn: Jim Soukoulis

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Tenant: T-Mobile Central LLC
 12920 SE 38th Street
 Bellevue, WA 98006
 Attn: National Lease Administration

With a mandatory copy to: T-Mobile Central LLC
 12920 SE 38th Street
 Bellevue, WA 98006
 Attn: General Counsel

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

7. Right to Cure Lease Defaults. Tenant shall promptly notify Lender of any default, act or omission of Landlord which would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or to claim a partial or total eviction (a "Landlord Default"). In the event of a Landlord Default, the Tenant shall not exercise any rights available to it which are prejudicial to Lender's rights: (i) until it has given written notice of such Landlord Default to Lender, and (ii) unless Lender has failed within thirty (30) days after Lender receives such notice, to cure or remedy the Landlord Default (or within such additional period as is reasonably required to correct such default or any period that Lender is diligently proceeding to obtain the legal right to enter the Leased Premises and cure such default; provided that Lender uses reasonable diligence to cure same and that Tenant shall be entitled to exercise any self-help remedies expressly set forth in the Lease during Lender's cure period). Lender shall have no obligation under this paragraph to remedy any Landlord Default.

8. Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state where the Project is situated. This Agreement may be signed in counterparts.

9. General. This Agreement may not be modified except by a written agreement signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, including all Transferees and their respective nominees. Between Lender and Tenant only, this Agreement shall supersede any provisions of the Lease which are in conflict or inconsistent with this Agreement. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

10. Authority. Each of the undersigned hereby represents and warrants that its signature below is pursuant to proper and presently effective authorization.

11. Counterparts. This Agreement may be signed in counterparts, with each counterpart being an original and all together constituting a fully executed binding agreement.

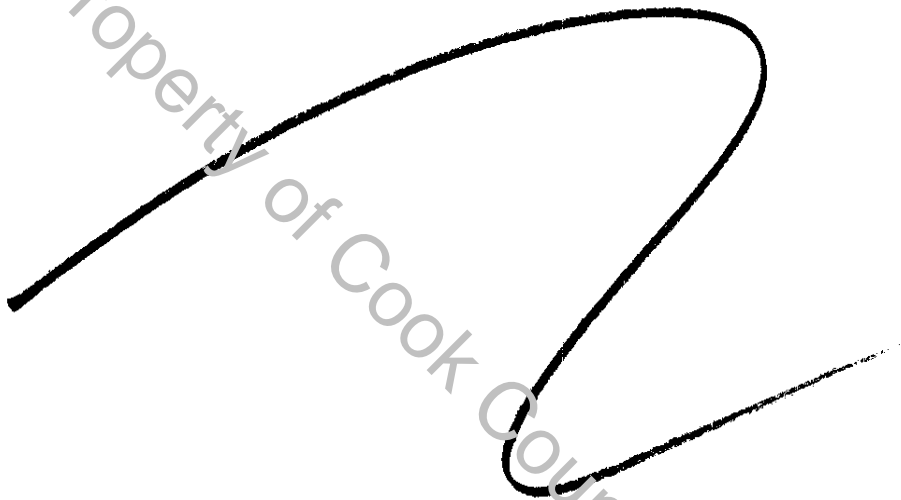
12. Effective Date. This Agreement shall only be binding on Tenant if and when within 45 days after Tenant's execution hereof, both (a) a fully executed copy of this Agreement is provided to Tenant, sent by U.S. Mail registered or certified, return receipt requested or by recognized overnight courier service (in which case it shall be deemed to be delivered on the date of the courier service's proof of delivery) and (b) proof the Mortgage was recorded is sent to Tenant.

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In witness whereof, the parties hereto have caused this instrument to be executed as of the date of their respective acknowledgments.

LENDER:

Bank Financial FSB

Name: Demetrius Soukoulis
Title: SR. VP
Dated: 12/4/14

THE STATE OF (Illinois)
COUNTY OF (Cook)

This instrument was acknowledged before me this 4 day of December, 2014,
by Demetrius Soukoulis SR. VP of Bank Financial FSB, on its behalf.

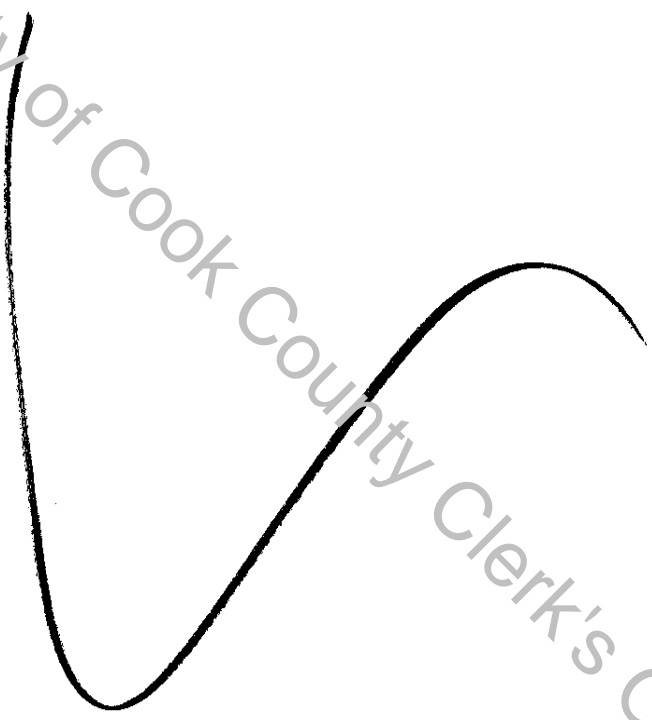
Jennie Condos
Notary Public
My Commission Expires: _____



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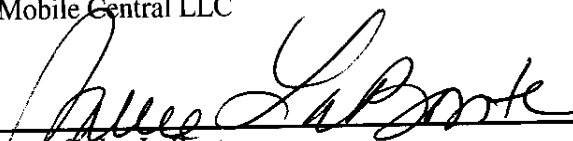
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TENANT:
T-Mobile Central LLC



Name: Sallee LaBonte
Title: Senior Manager, Lease Compliance
Dated: November 4, 2014

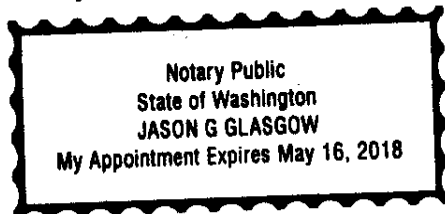
STATE OF WASHINGTON)

COUNTY OF KING)

This instrument was acknowledged before me this 4th day of November, 2014, by **Sallee LaBonte, Senior Manager / Lease Compliance** of T-Mobile Central LLC, on its behalf.

Notary Public
My Commission Expires: 5.16.18

LANDLORD:
Forest Preserve Plaza, LLC



Name: _____
Title: _____
Dated: _____

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2014, by _____ of Forest Preserve Plaza, LLC, on its behalf.

Notary Public
My Commission Expires: _____

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EXHIBIT "A"

PROPERTY DESCRIPTION

The land referred to in this Policy is described as follows:

Lots 1 to 8 (both inclusive) and that part of the north 1/2 of the vacated alley south and adjoining the land in block 1 in Volk Brothers Irving Park Boulevard Subdivision being a subdivision in the north east fractional 1/4 of section 24, township 40 north, range 12 east of the third principal meridian, lying north of the Indian boundary line (except the west 10 feet thereof) and except the right of way of the C.T.T.R.R. And also except that of lot 1 aforesaid conveyed to Cook County, Illinois, state of Illinois for highway purposes;

Also

Lot 18, except herefrom that part described as follows:

Point of beginning being the southwesterly corner of said lot 18; thence continuing along the southeasterly line of said lot 18, a distance of 18.12 feet; thence continuing along a line parallel to the southwesterly line of said lot 18, a distance of 70.72 feet, to a point in the north line of said lot 18, thence continuing westerly along said north line of said lot 18, a distance of 21.13 feet to the northwesterly corner of said lot 18; thence continuing along the southwesterly line of said lot 18, a distance of 81.70 feet to a point of beginning and that part of the south 1/2 of the vacated alley lying north and adjoining the land in block 1 in Volk Brothers Irving Park Boulevard Subdivision, being a subdivision in the north east fractional 1/4 of section 24, township 40 north, range 12 east of the third principal meridian, lying north of the Indian boundary line (except the west 10 feet thereof) and except the right of way of the C.T.T.R.R. And also except that part of the lot 1 aforesaid conveyed to Cook County, Illinois, the state of Illinois for highway purposes, in Cook County, Illinois

7305-31 West IRVING PARK Road, Chicago, IL 60634

12-24-204-022-0000

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