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Prepared by and
Record and return to:

Principal Life Insurance Company
801 Grand Avenue
Des Moines, IA 50392-1360
ATTN: Carol Kraayenbrink

Doc#: 1507129072 Fee: \$88.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/12/2015 04:07 PM Pg: 1 of 9

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT 757593

THIS AGREEMENT, made and entered into as of the 11th day of March, 2015, by and between Principal Life Insurance Company, with an address for purposes of notice at c/o Principal Real Estate Investors, LLC, 801 Grand Avenue, Des Moines, Iowa 50392-1450 (hereinafter called "Lender") and Quince of Prevention Fund, with its principal office at 33 West Monroe, Suite Nos. 1505, 1520, 2400, Chicago, Illinois (hereinafter called "Lessee");

WITNESSETH:

WHEREAS, Lessee has by a written lease dated January 11, 2006, as amended by First Amendment to Lease dated December 6, 2007
Second Amendment to Lease dated April 5, 2012
Suite Acceptance Letter dated September 24, 2012
Third Amendment to Lease dated April 2, 2014
Fourth Amendment to Lease dated October 24, 2014 (hereinafter called the "Lease" and the definition of "Lease" shall also include any future amendments or modifications specifically approved in writing by Lender), leased from the landlord named in the Lease (hereinafter called "Lessor") all or part of certain real estate and improvements thereon located in the city of Chicago, state of Illinois, as more particularly described in Exhibit A attached hereto (the "Demised Premises"); and

WHEREAS, Lessor is encumbering (or has previously encumbered) the Demised Premises as security for a loan (the "Loan") from Lender to Lessor (the "Mortgage"); and

WHEREAS, Lessee and Lender have agreed to the following with respect to their mutual rights and obligations pursuant to the Lease and the Mortgage:

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each party to the other and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

(1) Lessee's interest in the Lease and all rights of Lessee thereunder, including but not limited to, any purchase option or right of first refusal in connection with a sale of the Demised Premises, if any, shall be and are hereby declared subject and subordinate to the Mortgage upon the Demised Premises and its terms, and the term "Mortgage" as used herein shall also include any amendment, supplement, modification, renewal, refinance or replacement thereof. Lender further agrees not to join Lessee in any foreclosure proceeding except to the extent necessary under applicable law, but such joinder shall not be in derogation of the rights of Lessee as set forth in this Agreement.

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Notwithstanding anything herein to the contrary, Lender agrees to recognize Lessee's purchase option or right of first refusal only to the extent the purchase price for the sale of the Demised Premises is paid directly and immediately to Lender and is sufficient to pay in full the then outstanding indebtedness under the Loan, including any applicable premium.

(2) In the event of any foreclosure of the Mortgage or any conveyance in lieu of foreclosure, provided that the Lessee shall not then be in default beyond any grace period under the Lease and that the Lease shall then be in full force and effect, then Lender shall neither terminate the Lease nor join Lessee in foreclosure proceedings, nor disturb Lessee's possession, and the Lease shall continue in full force and effect as a direct lease between Lessee and Lender. In the event Lender, its successors and/or assigns acquire the Demised Premises through foreclosure proceedings, deed-in-lieu of foreclosure, or otherwise, such event shall not activate Lessee's purchase option or right of first refusal.

(3) After the receipt by Lessee of notice from Lender of any foreclosure of the Mortgage or any conveyance of the Demised Premises in lieu of foreclosure, Lessee will thereafter attorn to and recognize Lender or any purchaser at any foreclosure sale or otherwise as its substitute lessor on the terms and conditions set forth in the Lease.

(4) Lessee hereby agrees that if Lessee has the right to terminate the Lease or to claim a partial or total eviction, or to abate or reduce rent due to a Lessor default under the Lease, Lessee will not exercise such right until it has given written notice to Lender, and Lender has failed within thirty (30) days after both receipt of such notice and the date when it shall have become entitled to remedy the same, to commence to cure such default and thereafter diligently prosecute such cure to completion within ninety (90) days of Lender's commencement to cure such default.

(5) There shall be no merger of the Lease or the leasehold estate created thereby with any other estate in the Demised Premises, including without limitation the fee estate, by reason of the same person or entity acquiring or holding, directly or indirectly, the Lease and said leasehold estate and any such other estate.

(6) Lessee agrees that if the Lease is terminated pursuant to the terms of the Lease, or otherwise, Lessee will remit any payments made in connection with such termination directly and immediately to Lender.

(7) This Agreement and its terms shall be governed by the laws of the state where the Demised Premises are located and shall be binding upon and inure to the benefit of Lender and Lessee and their respective successors and assigns, including, without limitation, any purchaser at any foreclosure sale or otherwise. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties.

(8) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute but one agreement.


(Signatures on next page)

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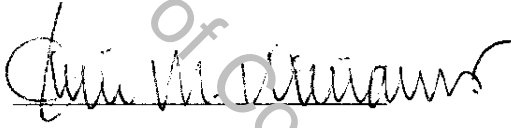
IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its authorized signatory

By 

Name: **Carol Krueger**
Assistant Managing Director
Commercial Finance Consulting

By 

Name: **Julie M. Williams**
Assistant Managing Director
Commercial Finance Consulting

Ounce of Prevention Fund, Lessee

By _____
Name:
Title:

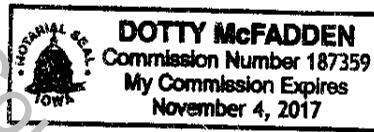
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STATE OF IOWA)
)
COUNTY OF POLK)

On this 9th day of March, 2015, before me, the undersigned, a Notary Public in and for the said State, personally appeared Carol Kraayenbrink and Julie M. Williams, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Assistant Managing Director, Commercial Finance Consulting and Assistant Managing Director, Commercial Finance Consulting , respectively, of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, authorized signatory of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, and that the instrument was signed on behalf of the corporation by Principal Real Estate Investors, LLC, as authorized signatory of Principal Life Insurance Company, by authority of the Board of Directors of Principal Life Insurance Company; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Principal Real Estate Investors, LLC, as authorized signatories of said corporation, by it and by them voluntarily executed.

Dotty McFadden
Notary Public in and for said State
My Commission Expires:
[Affix Notarial Stamp or Seal]



Polk County Clerk's Office

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IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its authorized signatory

By _____

Name:

Title:

By _____

Name:

Title:

33 WEST MONROE ASSOCIATES, LLC,
a Delaware limited liability company

By:  _____

Nathan Aber, Manager

Ounce of Prevention Fund, Lessee

By _____

Name:

Title:

Property of Cook County Clerk's Office

STATE OF

NEW YORK)

UNOFFICIAL COPY

) SS..

COUNTY OF

NEW YORK)

I, ROBERT S. BLOOM, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that NATHAN ARON, personally known to me to be the MANAGER of 33 WEST MONROE ASSOCIATES, LLC, a Delaware limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such MANAGER, he/she signed and delivered the said instrument as the free and voluntary act and deed of said LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of March, 2015.

Robert S. Bloom

Notary Public

ROBERT S. BLOOM
Notary Public State of New York
Qualified in New York County
No. 01BL4863773
Commission Expires June 23, 2015

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Ounce of Prevention Fund, Lessee

By *Sarah Bradley*
Name: *Sarah Bradley*
Title: *COO*

(signatures continued on the following page
)

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STATE OF ILLINOIS)

) ss.:

COUNTY OF COOK)

I, Julia Dejean, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Jessica Bradley, personally known to me to be the Chief Quality Officer of Ounce of Prevention Fund, an Illinois not-for-profit corporation, whose name is subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Chief Quality Officer he/she signed and delivered the said instrument as the free and voluntary act and deed of said Ounce of Prevention Fund for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of March, 2015.

Julia Dejean
 (Signature of Notary Public)

(Seal)



Notary of Cook County Clerk's Office

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EXHIBIT "A"

Parcel 1 (Leasehold Estate)

The West 3/4 of Lot 2 and that part of Lot 1 lying East of the East line of Dearborn Street in Block 141 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2 (Fee Estate)

The East 1/4 of Lot 2 in Block 141 in School Section Addition to Chicago, also all that part of Lot 3 in said Block 141 in School Section Addition to Chicago which lies West of a line drawn North and South through said Lot 3 parallel with the West line of State Street, a distance of 130.00 feet therefrom, in the East 1/2 of the Northeast 1/4 of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax numbers

- 17-16-213-017-8002 Affects Parcel 1 – Leasehold
- 17-16-213-020-0000 Affects part of Parcel 2 – Fee
- 17-16-213-021-0000 Affects part of Parcel 2 – Fee

Property Address: 33 West Monroe, Chicago, IL 60603