

Prepared by, Recorded at the Request of  
and After Recording Return To:

L.B. Day  
Symetra Life Insurance Company  
Mortgage Loan Department  
PO Box 84066  
Seattle, WA 98124-8466

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**SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMEN T AGREEMENT**

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT is dated as of April 8, 2015, and is entered into among SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation whose address for notices is PO Box 84066, Seattle, WA 98124-8466 (the "Lender"); THIRD AVENUE INVESTMENTS, LLC, a California limited liability company, (the "Landlord"), whose address for notices is 11601 Wilshire Blvd., Suite 2170, Los Angeles, CA 90025; and MK-I, L.L.C., an Illinois limited liability company, whose address for notices is c/o Michael A. Kornick, 868 North Franklin Street, Chicago, IL 60610 (the "Tenant"), with respect to the real property located in Cook County, Illinois more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

**RECITALS:**

- A. Lender has made, or is about to make, a loan to Landlord, evidenced by a Promissory Note and secured by a mortgage or deed of trust (the "Security Instrument," which term includes all renewals, modifications and replacements thereof) recorded concurrently herewith with respect to the Property (the Security Instrument and any other documents evidencing or securing the loan are jointly referred to herein as the "Loan Documents"); and
- B. Tenant leases all or a portion of the Property (the "Premises") pursuant to an unrecorded lease between 858 FRANKLIN/CHICAGO LLC, an Illinois limited liability company as Landlord's predecessor in interest and Tenant dated June 29, 1998 as amended by that certain First Amendment to Lease Agreement dated January 11, 2013, and as amended by that certain Second Amendment to Lease Agreement dated December 23, 2014 (the "Lease"), which Premises are commonly known as Suite #1 located at 868 North Franklin Street, Chicago, IL 60610; and
- C. The parties desire to provide for Tenant's subordination of the Lease to the lien of the Security Instrument and for Lender's agreement not to disturb Tenant's rights in the Premises in the event Lender should foreclose the Security Instrument, and the parties are willing to so agree on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby represented and agreed as follows:

- 1. **Subordination of Lease.** The Lease and the leasehold estate created thereby and all of Tenant's rights under the Lease (including without limitation, any right, option or opportunity of Tenant to purchase the Property) are and shall at all times remain subordinate (i) to the Security Instrument and the lien thereof, to the extent of all amounts secured by the Security Instrument and interest thereon, and (ii) to all rights of Lender under the Security Instrument. Tenant will not cause the Lease to be subordinated to any interests other than those held by Lender (and its successors and assigns) without notice to and written consent of Lender.
- 2. **Notice to Lender; Option to Cure.** Tenant agrees to deliver to Lender prompt written notice of any default by Landlord under the Lease that would entitle Tenant to cancel the Lease or abate the Rent payable thereunder or that would

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provide Tenant with a right of offset against any monetary obligations under the Lease. Lender shall have the right, but not the obligation, to cure such default within the same period of time that Landlord has to cure such default.

3. **Tenant Acknowledgment of Assignment.** Tenant acknowledges that the Lease and the rent due under the Lease will be assigned to Lender pursuant to the Security Instrument as security for the loan secured by the Security Instrument. If Lender notifies Tenant of a default by Landlord under the Loan Documents and demands that Tenant pay rent and all other sums due under the Lease to Lender, Tenant agrees to honor such demand and pay rent due under the Lease as directed by Lender, and Landlord hereby directs Tenant to comply with such demand, and agrees that any such payment by Tenant to Lender pursuant to such a demand shall satisfy Tenant's payment obligations to Landlord under the Lease to the extent of the amount so paid. Tenant will not, without the prior written consent of Lender, pay to Landlord any rent under the Lease more than thirty (30) days in advance of its due date.
4. **Attornment.** In the event of foreclosure under the Security Instrument or deed in lieu thereof, or any other exercise by Lender of rights and remedies as a result of which Lender or another party (collectively, a "**Successor Landlord**") becomes the owner of the Property (such a transfer being referred to herein as a "**Transfer**"), the Lease shall continue in full force and effect as a direct lease between Successor Landlord and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals (if exercised). Tenant agrees to attorn to and accept any such Successor Landlord as landlord under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, said attornment to be self-operative, without execution of any further instruments, upon a Transfer. Notwithstanding the foregoing, neither Lender nor any other Successor Landlord shall be (i) liable for any act or omission of a prior landlord, other than a non-monetary default of a continuing nature that continues past the date of the Transfer, and of which Lender is given written notice prior to the Transfer (a "**Continuing Default**") (ii) subject to any claims, offsets, counterclaims, or defenses which Tenant may have against any prior landlord (including Landlord), other than those arising from a Continuing Default, (iii) bound by any rent or additional rent which Tenant may have paid in advance to any prior landlord (including Landlord) for a period in excess of one month or by any security deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord), unless such advance rent, deposit or charge has been delivered to Lender, (iv) bound by any amendment to the Lease which reduces the amount of rent or other sums due thereunder, changes the frequency of the payment of rent, or shortens the initial term or shortens or eliminates any renewal option, made without the prior written consent of Lender, or (v) bound by any purchase option or right of first refusal for the purchase of any portion of the Property currently or hereafter granted under the Lease or otherwise held by Tenant, except as otherwise expressly provided herein.
5. **Non-Disturbance.** Upon a Transfer, Lender, and any Successor Landlord, will not disturb the possession of Tenant or its successors and assigns, so long as no default on the part of Tenant has occurred under the Lease which would cause or permit the termination or would entitle the Landlord to dispossess the Tenant from the Premises. Further, the possession by Tenant of the Property and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Security Instrument or the enforcement of any rights under the Security Instrument, or by any judicial sale or execution or other sale of the Property, or any deed given in lieu of foreclosure, or (ii) any default under the Security Instrument.
6. **No Recourse to Lender.** Lender shall not, either by virtue of the Security Instrument or this Agreement, be or become (i) a mortgagee-in-possession or (ii) subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired by foreclosure or otherwise the interest of Landlord in the Premises. Lender's liability or obligation under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises, including Continuing Defaults.
7. **Notices.** All notices and other communications hereunder shall be in writing and deemed to have been duly given, served or received (i) if mailed, on the third day after deposit in the United States Mail, registered or certified, postage prepaid, return receipt requested, or (ii) if delivered by reputable commercial overnight courier the next business day after delivery to such courier, in each case addressed to the party at its address set forth herein (or at such other address as shall hereafter be designated in writing by the applicable party to the sender).

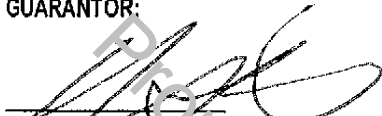


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## LEASE GUARANTOR'S CONSENT AND AGREEMENT

Each of the undersigned, a guarantor of Tenant's obligations under the Lease (a "Guarantor") consents and agrees to the terms of the above Agreement, ratifies Guarantor's guaranty of the Lease (the "Guaranty") and confirms that: (i) all provisions of the Guaranty remain in full force and effect and (ii) Guarantor presently has no offset, defense, claim or counterclaim with respect to Guarantor's obligations under the Guaranty.

GUARANTOR:

  
MICHAEL A. KORNICK

STATE OF ILLINOIS

COUNTY OF Cook ) ss

I, Roblyn Hamer, a Notary Public in and for said county in the state aforesaid, do certify that MICHAEL A. KORNICK, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and official stamp or notarial seal, this 30<sup>th</sup> day of March, 2015.

  
Notary Public

Residing at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated above.

**LANDLORD:**

**THIRD AVENUE INVESTMENTS, LLC,**  
a California limited liability company

By: [Signature]  
Typed or Printed Name: DAVID HADDAD  
Its: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On March 31, 2015, before me, Lauren Tudela, Notary Public, personally appeared David Haddad, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person 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

(2015 Form-California)

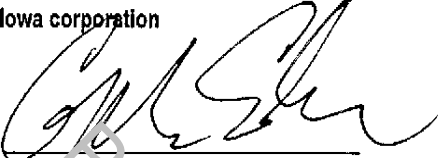


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated above.

**LENDER:**

**SYMETRA LIFE INSURANCE COMPANY,**  
an Iowa corporation

By:   
COLIN M. ELDER, Senior Vice President

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that COLIN M. ELDER is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a Senior Vice President of SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 2nd day of April, 2015.

  
(Signature of Notary)

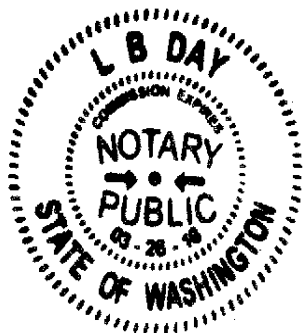
A. B. DA-1

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,

Residing at Shoreline

My appointment expires March 26, 2018



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## EXHIBIT A

(Legal Description of Property)

Land and Improvements situated in the County of Cook, State of Illinois, legally described as follows:

LOTS 18 AND 19 IN BLOCK 27 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PROPERTY ADDRESS:** 868 North Franklin Street, Chicago, Illinois 60610

**PROPERTY TAX INDEX #:** 17-04-437-014-0000