

# UNOFFICIAL COPY



Doc#: 1511333023 Fee: \$92.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/23/2015 09:49 AM Pg: 1 of 10

(This Space for Recording Use Only)

**THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:**

*PREP BY MAIL TO:*  
**WALGREEN CO.**  
104 Wilmot Road, MS 1420  
Deerfield, Illinois 60015  
Attn: Community & Real Estate Law Department  
Store # 5104 /Lease ID #001

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT** made in multiple copies as of the 3<sup>rd</sup> day of April, 2015 by and between **Union Bank & Trust Company** ("Mortgagee"), **Mar Wall IL, LLC** a Florida limited liability company ("Landlord") and **BOND DRUG COMPANY OF ILLINOIS**, a(n) Illinois corporation ("Tenant");

### WITNESSETH:

**WHEREAS**, Mortgagee is the holder of a Note in the original principal amount of \$15,511,406.00, secured by a Mortgage or Deed of Trust ("Mortgage") dated December 10, 2014, recorded on as Document 1436018024, in the Official Records of Cook County, State of Illinois, covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

**WHEREAS**, by Lease dated October 30, 1998, ("Lease"), recorded by Memorandum of Lease of even date, on December 1, 1998, as Document 08079156, in the Official Records of Cook County, State of Illinois. Landlord, as landlord, leased to Tenant, as tenant, the property, of the 5525 W 159 St, Oak Forest, IL 60452 Southeast corner Of Central & 159th in Oak Forest, Illinois legally described on Exhibit "A" ("Leased Premises");

**WHEREAS**, Mortgagee, Tenant and Landlord desire to confirm their understanding with respect to said Lease and said Mortgage;

Store #5104/Lease ID#001

*SRK*

**BOX 334 CT**

*SC*  
*NT*  
*SP*  
*PS*  
*SK*  
*PK*  
*AK*

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**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, in the event of a default under the Note, the lien of said Lease is hereby subordinated to the lien of said Mortgage. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.
2. In the event Mortgagee or any other party (collectively "Successor Landlord") acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or other procedure related to a default under the Note, said Lease shall remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, during the period that it holds title to or possession of the Leased Premises, Successor Landlord shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder. Successor Landlord's remedies pursuant to the Lease will be in full force and effect once Successor Landlord succeeds to the interest of Landlord under the Lease and once Successor Landlord is bound by all of the terms and conditions of said Lease.
3. So long as Successor Landlord shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Successor Landlord when Successor Landlord is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage (which such attornment shall be effective and self operative without the execution of any further instrument on the part of any of the parties hereto), or other procedure related to a default under the Note and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease.
4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Leased Premises, unless required by applicable state law for Mortgagee to accomplish the foreclosure and then not to interfere with or diminish Tenant's rights under said Lease or disturb Tenant's possession.
5. In the event that Successor Landlord succeeds to the interest of Landlord under such Lease, Successor Landlord shall not be:
  - a). Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except for any defaults or remedies of which Tenant has notified Mortgagee prior to Successor Landlord becoming bound by the Lease in accordance with paragraph 2. Successor

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Landlord will not be held liable for any consequential damages for defaults of any prior Landlord; or

b). Bound by any payment of any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

c). Bound by any amendment or modification of the Lease made without Mortgagee's written consent.

6. During the continuance of said Mortgage, Tenant shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under said Lease which are of a nature as to give Tenant a right to terminate said Lease, reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. In any event (except as otherwise provided in the next sentence of this paragraph), Tenant's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Tenant under said Lease and/or this Agreement. In no event shall Tenant terminate the Lease as a result of any breach or default of the Lease unless Tenant has provided Mortgagee notice and afforded the Mortgagee the same opportunity to cure such breach or default as provided to Landlord in said Lease; provided, however, that Mortgagee shall not be obligated to remedy or cure any default of Landlord under the Lease.

7. Tenant hereby agrees that upon receipt of written notice from Mortgagee of a default by Landlord under said Mortgage, all checks for rent and other sums payable by Tenant under said Lease to Landlord shall, from the date of Tenant's receipt of such written notice, be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such an assignment of rent shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, any rights contained in said Lease which allow Tenant the right of so-called self help, offsets or deductions in the event of default or otherwise. Landlord hereby consents and agrees to the provisions of this paragraph and hereby authorizes Tenant to direct all rental and other payments under said Lease as provided by this paragraph. Landlord hereby relieves Tenant from any liability by reason of Tenant's payment of any sums under said Lease as required by this paragraph. Tenant shall have no obligation to verify the existence of any such default stated in the notice from Mortgagee under this paragraph.

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8. (a) Subject to the terms of (b) below, Tenant agrees that the covenants of Landlord in Article 8 of the Lease shall not be binding upon land owned by Successor Landlord that acquires the interest of Landlord in the Leased Premises through foreclosure of the Mortgage or a deed in lieu thereof, (provided that Successor Landlord owned or mortgaged such land prior to the date that it acquires the interest of Landlord in the Leased Premises), but shall apply to any subsequent purchaser or transferee that is not an affiliate or subsidiary of Successor Landlord.

(b) Upon Successor Landlord's acquisition of Landlord's interest, during the period that it holds title to the Leased Premises, Successor Landlord will not execute any agreement that violates the restrictions set forth in Article 8 of the Lease or agree to any modification of a then existing agreement which extends the right of any third party to operate in a manner inconsistent with the restrictions set forth in Article 8 of the Lease.

9. In the event Successor Landlord acquires title or right of possession of the Leased Premises, Tenant acknowledges and agrees that the liability of such Successor Landlord under the Lease shall be limited to its interest in the property described on Exhibit "A" and the rents, income and profits therefrom. Notwithstanding anything herein to the contrary, Tenant shall have all of its equitable remedies against Successor Landlord. Nothing contained herein shall otherwise limit Tenant's rights or remedies as provided in the Lease.

10. All notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, and addressed as follows:

If to Mortgagee:      Union Bank & Trust  
                                  11460 Tomahawk Creek Parkway  
                                  Leawood, Kansas 66211  
                                  Attn: Josh Bright

If to Tenant:            104 Wilmot Road, MS 1420  
                                  Deerfield, Illinois 60015

If to Landlord:         Mar Wall IL, LLC  
                                  2730 SW 3<sup>rd</sup> Ave, #600  
                                  Miami, FL 33129

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provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

11. Tenant agrees that the right of first refusal shall not apply to Successor Landlord through a foreclosure, deed-in-lieu of foreclosure or any other enforcement action under the Mortgage; provided, however, such right of first refusal shall apply to subsequent purchasers of the Leased Premises. It is the express intention of Landlord and Tenant that the acquisition by either party of the right, title, interest and estate of the other party in and to the Leased Premises shall not result in termination or cancellation of the Lease by operation of the principle of merger of estates or otherwise, notwithstanding any applicable law to the contrary.

12. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

13. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

**(Signature Page to follow)**

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**BOND DRUG COMPANY OF ILLINOIS**

By: [Signature]

Name: Richard Steiner

Title: Vice President

*sep*

**UNION BANK & TRUST**

By: [Signature]

Name: Josh Bright

Title: ~~First Vice President~~ Account Executive

**MAR WALL IL, LLC**

By: [Signature]

Name: Joaquin Lujes

Title: Manager

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****PLEASE ATTACH LEGAL DESCRIPTION FOR EXECUTION OF DOCUMENT****EXHIBIT "A"****LEGAL DESCRIPTION (STORE # 5104)****PARCEL 1:**

LOTS 1 TO 5, IN THE RESUBDIVISION OF LOT "A", (EXCEPT THE NORTH 100.00 FEET OF THE WEST 150.00 FEET THEREOF), LOT "D" AND THE EAST 150.00 FEET (EXCEPT THE NORTH 100.00 FEET THEREOF) OF LOT "E", IN WARREN J. PETERS FRIENDLY OAKS SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT 11113019, ACCORDING

TO PLAT FILED ON MARCH 6, 1962 AS LR2022665, EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1, BEING ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 260.00 FEET, BEING CONVEX TO THE NORTHEAST, THE CHORD THEREOF HAVING A BEARING OF SOUTH 78 DEGREES, 21 MINUTES, 02 SECONDS EAST AND A LENGTH OF 105.00 FEET, AN ARC DISTANCE OF 105.73 FEET TO A POINT; THENCE NORTH 21 DEGREES, 57 SECONDS, 16 MINUTES EAST, A DISTANCE OF 126.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES, 54 MINUTES, 00 SECOND WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 96.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

A NONEXCLUSIVE PERPETUAL AND RECIPROCAL EASEMENT FOR REASONABLE ACCESS, INGRESS

AND EGRESS OVER ALL PAVED DRIVEWAYS, ROADWAYS AND WALKWAYS AS PRESENTLY OR HEREAFTER CONSTRUCTED AND CONSTITUTING A PART OF THE COMMON AREA OF PARCEL 1 AND

THE COMMON AREA OF 'PARCEL A'(HEREINAFTER DESCRIBED) SO AS TO PROVIDE FOR THE PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS BETWEEN ALL PORTIONS OF THE COMMON AREA

OF SUCH PARCELS INTENDED FOR SUCH PURPOSES, AND TO AND FROM ALL ADJUTING STREETS OR RIGHTS OF WAY FURNISHING ACCESS TO SUCH PARCELS AS SET FORTH IN AGREEMENT DATED JULY 6, 1999 AND RECORDED AUGUST 5, 1999 AS DOCUMENT 99743112, TO WIT:

'PARCEL A' (RETAIL PARCEL):

LOTS "B" AND "C" IN WARREN J. PETER'S FRIENDLY OAKS SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT 11113019, ACCORDING TO PLAT OF SAID RESUBDIVISION FILED ON APRIL 12, 1957 AS LR1732808; ALSO, THE WEST 43.00 FEET OF LOT 6 AND THE WEST 43.00 FEET OF LOT 7 IN THE RESUBDIVISION OF LOT "A" (EXCEPT THE NORTH 100.00 FEET THEREOF) OF LOT "E", IN WARREN J. PETER'S FRIENDLY OAKS SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC HIGHWAY BY DOCUMENT 11113019, ACCORDING TO PLAT OF SAID RESUBDIVISION FILED ON MARCH 6, 1962 AS LR2022665, ALL IN COOK COUNTY, ILLINOIS.

28-21-117-014 PD-017, -011  
5525 187th St, Oak Forest, IL 60452

Store #5104/Lease ID#001

7  
52B

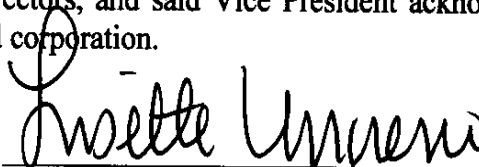
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## TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS §  
  §  
COUNTY OF LAKE §

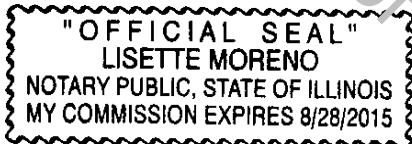
On this 23 day of March, 2015, before me appeared **Richard Steiner**, to me personally known, who, being by me duly sworn, did say that he is the **Vice President of Bond Drug Company**, an Illinois corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Notary Public

My term expires:



ADD NOTARY PAGES FOR LANDLORD AND LENDER



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## ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF JOHNSON

On this 3 day of April, 2015, before me appeared **Josh Bright**, to me personally known, who, being by me duly sworn, did say that he is the **First Vice President of Union Bank & Trust Company**, and that said instrument was signed on behalf of said bank, and said **First Vice President** acknowledged said instrument to be the free act and deed of said bank.

*Becky Waller*  
\_\_\_\_\_  
Notary Public

Seal

My term expires:



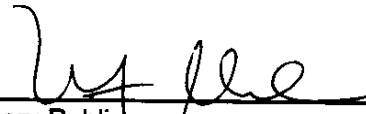
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## ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF MIAMI DADE

On this 2 day of April, 2015, before me appeared Joaquin Luaces, who acknowledged himself to be the Manager of **MAR WALL IL LLC**, a Florida limited liability company, and that he, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of such trust as Manager of such limited liability company.

  
\_\_\_\_\_  
Notary Public

Seal

My term expires:



MIRIAM S. GELAND  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF178449  
Expires 12/22/2018