

UNOFFICIAL COPY

This instrument was prepared by and,
after recording, return to:

Jennifer Overton
IFF
One North LaSalle Street
Chicago, IL 60602

Permanent Tax Index No.:
See *Exhibit A* attached hereto

Property Address:
See *Exhibit A* attached hereto

40017106 11 of 11



Doc#: 1518234081 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/01/2015 03:11 PM Pg: 1 of 10

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

MARIANO'S BRONZEVILLE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT is made and entered into as of this 30th day of June, 2015 ("Agreement"), by and between PERSHING KING DRIVE LLC, an Illinois limited liability company ("Borrower" or "Landlord"), ROUNDY'S SUPERMARKETS, INC., a Wisconsin corporation ("Tenant"), and IFF, an Illinois not for profit corporation, its successors and assigns ("Lender").

RECITALS:

WHEREAS, Roundy's Supermarkets, Inc., as Tenant, and Pershing King Drive LLC, as Landlord (herein called "Landlord"), heretofore entered into a certain Lease dated January 12, 2015 (herein called the "Lease") demising to Tenant those certain premises described in the Lease which premises are a part of the real property and improvements thereon located in the City of Chicago, Cook County, Illinois, legally described in **Exhibit A** attached hereto and made a part hereof (herein called the "Shopping Center"); and

WHEREAS, concurrently herewith, the Landlord is executing and delivering to Lender a junior mortgage (herein called the "Mortgage") dated as of June 30, 2015, creating a junior mortgage lien upon the Shopping Center as security for certain indebtedness evidenced by said Landlord's note dated as of June 30, 2015, in the principal sum of Three Million and No/100 Dollars (\$3,000,000.00), together with any and all advances made thereunder, all interest thereon and any renewals or extensions thereof (herein called the "Mortgage Debt"), and more fully described in the Mortgage; and

WHEREAS, as a condition precedent to disbursement of the Mortgage Debt, Lender has required that the Lease and the rights of Tenant thereunder be subordinated and made subject to the lien of the Mortgage upon the terms and conditions hereinafter expressed.

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NOW, THEREFORE, in consideration of the foregoing premises and of the agreements hereinafter contained, and to induce Lender to disburse the Mortgage Debt, it is agreed as follows:

AGREEMENT:

1. Tenant hereby agrees that the Lease, and the rights of Tenant in, to or under the Lease, shall be and remain in all respects and for all purposes, subject, subordinate and junior in right and interest to the lien of the Mortgage and to the right and interest of the holder of the Mortgage Debt secured thereby whether now or hereafter outstanding, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged, delivered and recorded by the record owner of the Shopping Center so as to constitute a junior lien of record, and as if the Mortgage Debt had been fully disbursed prior to the execution and delivery of the Lease.

2. Lender hereby agrees that so long as Tenant, its successors, assigns and sublessees, shall not be in default under the provisions of the Lease:

(a) The Lease shall remain in full force and effect without impairment of any of the rights of the Tenant thereunder, including the Tenant's continued right to possession of the Leased Premises during the Term of the Lease and any extension thereof, and the Lease shall continue with the same force and effect as if the Lender, as landlord, and Tenant, as tenant, had entered into a lease as of the date Lender takes possession of the Shopping Center containing the same terms, conditions and covenants as contained in the Lease.

(b) In the event of foreclosure of the Mortgage or sale in lieu of foreclosure or other suit or proceeding under or pursuant to the Mortgage or consequent upon an Event of Default thereunder, the Tenant under the Lease will not be made a party to any such proceeding and the same shall not affect the rights of the Tenant under the Lease. Any purchaser of the Shopping Center pursuant to any such proceedings or deed in lieu of foreclosure shall take the Shopping Center subject to the Lease and shall be bound by all of its covenants as though the purchaser were the original Landlord; provided, however, that said purchaser shall in no way be liable or responsible for any alleged default by the Landlord under the Lease pertaining to any period prior to the time that purchaser acquires legal title to or possession of the Shopping Center.

3. From and after the date that Lender takes possession of the Shopping Center, or upon any foreclosure sale or conveyance in lieu thereof, and if the Tenant's right of possession has been preserved as hereinabove provided, Tenant will attorn to Lender (or the purchaser at foreclosure sale or grantee pursuant to deed in lieu of foreclosure; and for the purposes hereof, the term "Lender" shall include such purchaser or grantee) and the Lender will accept such attornment; the Lender will have the same rights and obligations as Landlord had or would have had if the Lender had not taken possession of the Shopping Center and the same remedies by entry, action or otherwise for the nonperformance of any agreement contained in the Lease for the recovery of rent, for the commission of any waste or for any forfeiture, as the Landlord had or would have had. From and after the time of such attornment, Tenant shall have the same remedies against the Lender who shall be in possession of the Shopping Center for the breach of any covenant or agreement contained in the Lease that Tenant might have had against the

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Landlord; provided, however, that, except for Tenant's right of offset contained in Section 19 of the Lease, which right Tenant shall retain against the Lender, the Lender shall not be (i) liable for any prior act or omission of Landlord; (ii) subject to any offsets or defenses which Tenant might have against Landlord; or (iii) liable for more than one (1) month's rent or additional rent which Tenant might have paid in advance to the Landlord.

4. Lender shall not be bound by any modification or amendment of the Lease unless Lender has given its consent thereto in writing.

5. Lender agrees to permit the application of (i) all insurance proceeds derived from the policy of insurance carried by Tenant pursuant to Section 11 of the Lease to the restoration of the Leased Premises in accordance with Section 17 thereof and (ii) all proceeds resulting from any condemnation to the restoration or reconstruction of the Shopping Center in accordance with Section 16 of the Lease.

6. This instrument shall constitute acknowledgment by Tenant of notice of the existence of the Mortgage as a mortgage lien upon the Shopping Center and of the name and address of Lender as mortgagee. Upon assignment by Lender of its interest as mortgagee under the Mortgage, all rights of Lender shall immediately inure to its assignee, provided that Lender shall give notice of such assignment to Tenant within fifteen (15) days after any such assignment.

7. This instrument shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. This instrument is subject and subordinate to a Subordination, Non-Disturbance and Attornment Agreement of even date herewith entered into among Tenant, Landlord and First Midwest Bank ("Senior SNDA"). In the event of any conflict between the terms of this instrument and the terms of the Senior SNDA, the terms of the Senior SNDA shall control.

[Signatures on the following page]

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TENANT:

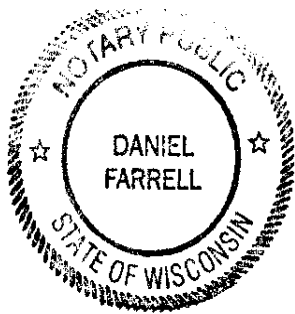
ROUNDY'S SUPERMARKETS, INC., a Wisconsin corporation

By: Michael J.
Name: Michael Turzanski
Title: GVP, CFO

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Turzanski, the GVP, CFO of ROUNDY'S SUPERMARKETS, INC., a Wisconsin corporation (the "Tenant"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such GVP, CFO, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Tenant, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of June, 2015.



(SEAL)

Daniel Farrell
Notary Public

My Commission Expires: 1-10-2016

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LENDER:

IFF, an Illinois not for profit corporation

By: *Walter D. Muzumina*
Name: Walter D. Muzumina
Title: Vice President Capital Solutions

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter D. Muzumina, the VP of Capital Solutions of IFF, an Illinois not for profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of June, 2015.

Jennifer Overton
Notary Public



(SEAL)

My Commission Expires: May 22, 2016

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EXHIBIT A

LEGAL DESCRIPTION

17-34-411-011-0000
17-34-412-013-0000
17-34-412-014-0000

PIN NO. ~~1734411011000~~

ADDRESS: ~~3801~~ SOUTH MARTIN LUTHER KING DRIVE, CHICAGO, ILLINOIS
3857

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "A"**

THAT PART OF VARIOUS LOTS, BLOCKS, VACATED STREETS AND ALLEYS IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF EAST PERSHING ROAD, EAST OF SOUTH MARTIN LUTHER KING DRIVE, SOUTH OF EAST 38TH STREET AND WEST OF SOUTH RHODES AVENUE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF EAST PERSHING ROAD AS DEDICATED BY DOCUMENT NO. 12753088 AND THE EAST LINE OF SOUTH MARTIN LUTHER KING DRIVE; THENCE NORTH ALONG THE EAST LINE OF SOUTH MARTIN LUTHER KING DRIVE TO THE SOUTH LINE OF EAST 38TH STREET AS DEDICATED BY DOCUMENT NO. 1507113039; THENCE EAST ALONG SAID SOUTH LINE OF EAST 38TH STREET TO THE WEST LINE OF SOUTH RHODES AVENUE; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH RHODES AVENUE TO THE SAID NORTH LINE OF EAST PERSHING ROAD; THENCE WEST ALONG SAID NORTH LINE OF EAST PERSHING ROAD TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS

ALSO KNOWN AS:

PARCEL 1:

LOT 18 IN BLOCK 2 OF ELLIS' WEST ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART THEREOF TAKEN BY DOCUMENT NO. 12753088) IN COOK COUNTY, ILLINOIS.

AND

LOTS 1, 2, 3 (EXCEPT THAT PART TAKEN FOR VERNON STREET AND THAT PART TAKEN BY DOCUMENT 12753088), IN COOK COUNTY, ILLINOIS; AND IN W. B. EGAN'S SUBDIVISION OF LOTS 13, 15, 16 AND 17 IN BLOCK 2 IN ELLIS' WEST SUBDIVISION AFORESAID, TOGETHER WITH THE SOUTH HALF OF VACATED 38TH PLACE LYING NORTH OF AND ADJOINING SAID LOTS 1,2,3 (EXCEPT THAT PART TAKEN FOR VERNON STREET) AND TOGETHER WITH THE VACATED WEST HALF OF VERNON AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1, 2, 3 (EXCEPT THAT PART TAKEN FOR VERNON STREET AND THAT PART TAKEN BY DOCUMENT 12753088) AND THE SOUTH HALF OF VACATED 38TH PLACE;

AND

LOTS 20, 21, 22 AND 23 IN W. B. EGAN'S SUBDIVISION OF LOTS 13, 15, 16 AND 17 IN BLOCK 2 IN ELLIS' WEST SUBDIVISION AFORESAID, TOGETHER WITH THE VACATED WEST HALF OF VERNON AVENUE LYING EAST OF AND ADJOINING SAID LOTS 20, 21, 22 AND 23;

AND

LOTS 15, 16, 17, 18, 19, 20 AND 21 IN OWNER'S SUBDIVISION OF SUBLOTS 10 TO 19, BOTH

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INCLUSIVE, (EXCEPT THAT PART OF SUBLOTS 16 AND 17 TAKEN FOR VERNON AVENUE), ALL IN W. B. EGAN'S SUBDIVISION AFORESAID, TOGETHER WITH THE VACATED WEST HALF OF VERNON AVENUE LYING EAST OF AND ADJOINING SAID LOTS AND THE NORTH HALF OF VACATED 38TH PLACE LYING SOUTH OF AND ADJOINING SAID LOT 15;

AND

THAT PART OF LOT 12, TOGETHER WITH THE VACATED WEST HALF OF VERNON AVENUE LYING EAST OF AND ADJOINING SAID LOT 12, IN BLOCK 2 OF ELLIS' WEST ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF EAST 38TH STREET AS DEDICATED BY DOCUMENT 1507113039, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 4 (EXCEPT THAT PART TAKEN FOR VERNON STREET) AND LOTS 5 TO 9, BOTH INCLUSIVE, TOGETHER WITH VACATED 38TH PLACE LYING NORTH AND ADJOINING SAID LOTS, IN W. B. EGAN'S SUBDIVISION OF LOTS 13, 15, 16 AND 17 IN BLOCK 2 IN ELLIS' WEST ADDITION TO CHICAGO, SUBDIVISION OF THE WEST 86.06 ACRES OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39, NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART THEREOF TAKEN BY DOCUMENT 12753088), IN COOK COUNTY, ILLINOIS.

AND

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND THE VACATED 16-FOOT NORTH SOUTH ALLEY IN OWNER'S SUBDIVISION OF SUBLOTS 10 TO 19, BOTH INCLUSIVE, (EXCEPT THAT PART OF SUBLOTS 16 AND 17 TAKEN FOR VERNON AVENUE), ALL IN W. B. EGAN'S SUBDIVISION AFORESAID, TOGETHER WITH THE NORTH HALF OF VACATED 38TH PLACE LYING SOUTH OF AND ADJOINING SAID LOTS 1, 14 AND THE 16-FOOT NORTH SOUTH ALLEY;

AND

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN SUBDIVISION OF LOT 14 IN BLOCK 2 IN ELLIS' WEST ADDITION TO CHICAGO BY J. M. H. BURGETT;

AND

THAT PART OF LOT 11 (EXCEPT THE WEST 33 FEET OF SAID LOT TAKEN FOR VERNON AVENUE) IN BLOCK 2 IN ELLIS' WEST ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF EAST 38TH STREET AS DEDICATED BY DOCUMENT 1507113039, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

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THAT PART OF VACATED SOUTH VERNON AVENUE LYING SOUTH OF THE SOUTH LINE OF EAST 38TH STREET AS DEDICATED BY DOCUMENT 1507113039, AS VACATED BY ORDINANCE RECORDED MARCH 12, 2015 AS DOCUMENT NUMBER 1507113038, IN COOK COUNTY, ILLINOIS.

Property address: , , 3857 SOUTH MARTIN LUTHER KING DRIVE, CHICAGO, IL 60653

Tax Number:
17-34-411-011-0000

17-34-412-013-0000

17-34-412-014-0000

Property of Cook County Clerk's Office