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Doc#: 1520219103 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/21/2015 02:53 PM Pg: 1 of 9

TITLE OF DOCUMENT: SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT AND ESTOPPEL
CERTIFICATE

Property Address: 9711 N. Milwaukee, Glenview, IL 60025
Parcel Identification Number: 09-11-301-024-0000

**Prepared by and
after recording mail to:**
ZIONS FIRST NATIONAL BANK
7730 UNION PARK AVENUE, #350
MIDVALE, UT 84047

FIDELITY NATIONAL TITLE

2 of 8

999102023

CCRD REVIEWER *bu*

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WHEN RECORDED, RETURN TO:

Zions First National Bank
7730 Union Park Ave., #350
Midvale, UT 84047

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT AND ESTOPPEL CERTIFICATE

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is made and executed as of the 26TH day of June, 2015 by and between ZIONS FIRST NATIONAL BANK, a national banking association located at 7730 Union Park Ave., #250, Midvale, UT 84047 ("Lender"), MASALA INDO-PAK GROCER'S located at 9711 North Milwaukee, Glenview, IL 60025 ("Tenant"), and CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS SUCCESSOR TRUSTEE FOR AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MAY 20, 1988 AND KNOWN AS TRUST NUMBER 105493-01 ("Landlord")

LEASE. Landlord and Tenant have executed and entered into a Lease Agreement, dated August 1, 2014 (the "Lease"), whereby Tenant has agreed to lease the real property located at 9711 North Milwaukee, Glenview, IL 60025, together with the improvements now or hereafter located thereon and are more particularly described below (the "Property"):

See Attached Exhibit "A"

LENDER'S FINANCIAL ACCOMODATION TO BORROWER. On the condition that the Lease and all of Tenant's rights in the Property (the "Lease Rights") be subordinated as provided below, Lender has agreed to make a loan (the "Loan") to Landlord, which is evidenced by various loan documents (together, the "Loan Documents").

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Lender, Landlord, and Tenant agree as follows:

1. **Estoppel Certificate.** Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement and in the making of the Loan and Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement:

a. The Lease is in full force and effect, is the valid and binding obligation of Tenant, enforceable in accordance with its terms and all requirements for the commencement and validity of the Lease have been satisfied.

b. Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice the passage of time or both would constitute a default by Tenant or Landlord under the Lease.

c. There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists

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against Landlord under the Lease. All obligations of Landlord have been fully performed.

d. None of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance and Tenant has no right or option contained in the Lease or in any other document to purchase all or any portion of the Property.

e. The Lease has not been modified, terminated, or amended and the provisions of the Lease relating to rental amount, duration or any provision set forth herein shall not after the date of this Agreement be modified, terminated, or amended without Lender's prior written consent. Any attempted modification, termination, or amendment of such provisions without the prior consent of Lender shall be void.

f. Tenant has not assigned, mortgaged, sublet, encumbered, or otherwise transferred any or all of its interest under the Lease and during the term of the Loan, agrees not to assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without Lender's prior written consent.

2. Subordination to Loan Documents. Notwithstanding anything in the Lease to the contrary, the Lease and Lease Rights are hereby made subject to and subordinate to the Loan Documents and the liens created by the Loan Documents, including all renewals, modifications, consolidations, replacements, and extensions of the Loan and any of the Loan Documents, and any future lien or liens affecting the Property held by or made for the benefit of Lender. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

3. Acknowledgement of Assignment of Rents. In the event that Lender notifies Tenant of a default under any of the Loan Documents and demands that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise directed pursuant to such notice. Landlord hereby expressly authorizes Tenant to make such payments to Lender, and hereby releases and discharges Tenant from any liability to Landlord after receipt of such notice from Lender.

4. Notice and Opportunity to Cure. Tenant agrees to deliver to Lender, within five (5) business days of delivery to Landlord, a copy of all notices and other documents delivered to Landlord in connection with the Lease, specifically including, but without limitation, any notices of default or termination. If any default occurs under the Lease, Lender shall have the right for a period of sixty (60) days after receipt of notice of the default from Tenant to cure such default. If the nature of the default is such that it cannot reasonably be cured within such sixty (60) day period, then Lender shall have such longer period as is reasonably necessary to cure such default. No default shall be deemed to exist under the Lease so long as Lender is seeking, in good faith, to cure the default.

5. Non-Disturbance. In the event of the foreclosure, sale or transfer of the Property (collectively, a "Transfer"), then so long as Tenant complies with this Agreement and is not in default under the Lease, Lender shall not join Tenant in any foreclosure proceeding, unless such joinder is necessary, in Lender's discretion, to complete the foreclosure, nor shall Lender disturb the possession of Tenant. In the event of a Transfer, Lender or any successor owner of the Property resulting from a Transfer will perform and be bound by all of the obligations imposed

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on Landlord by the Lease for the balance of the term of the Lease, as long as no event of default has occurred under the Lease.

6. Attornment. Tenant hereby agrees to attorn to, adhere to and accept any such successor owner, including Lender, as landlord under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, such attornment to be self-operative without the execution of any further instruments, upon a Transfer of the Property.

7. No Liability for Lender. Lender, or any successor owner of the Property resulting from a Transfer, shall not be (a) liable for any obligations under the Lease which arise or accrue prior to a Transfer or which arise or accrue at any time after Lender ceases to be the owner of the Property; (b) liable for any damages or other relief attributable to any act or omission of a prior landlord, including landlord; (c) liable for any damages or other relief attributable to any latent or patent defect in the Property; (d) subject to any offsets or defenses which Tenant might have against any prior landlord; (e) bound by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord; (f) liable for any indirect or consequential damages, including loss of sublet rentals, loss of profits, or damage to goodwill or reputation. Nothing in this Agreement is intended to constitute an agreement by Lender to perform any obligation of Landlord as landlord under the Lease prior to the time Lender obtains title to the Property by Transfer or otherwise obtains possession of the Property pursuant to the terms of the Loan Documents.

8. Acknowledgment and Agreement by Landlord. Landlord acknowledges and agrees for itself and its heirs, successors, and assigns that this Agreement does not constitute a waiver by Lender of any of its rights under the Loan Documents and does not in any way release Landlord from its obligations to comply with the Loan Documents. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender.

9. Miscellaneous. This Agreement is and shall be binding upon and shall inure to the benefit of Landlord, Tenant, Lender and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah and the Parties agree to submit to the jurisdiction of the courts of Salt Lake City, Utah. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to the Agreement shall be effective unless given in writing and signed by all of the parties. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed to the addresses set forth in this Agreement. Upon the occurrence of a default under this Agreement, the defaulting party shall pay all reasonable attorneys' fees and costs incurred by the non-defaulting party to enforce this Agreement.

10. Unlawful Use, Medical Marijuana, Controlled Substances and Prohibited Activities. Tenant shall not use or occupy or permit the use or occupancy of the Property in any manner that would be a violation of federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation manufacture, distribution or marketing of any

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controlled substances or other contraband or any law relating to the medicinal use or distribution of marijuana

EXECUTED as of the day and year first above written.

LENDER:
ZIONS FIRST NATIONAL BANK

TENANT
MASALA INDO-PAK GROCER'S

By: Kathy Thomas
Its: SVP

By: _____
Its: _____

LANDLORD

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS SUCCESSOR TRUSTEE FOR AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MAY 20, 1988 AND KNOWN AS TRUST NUMBER 105493-01

By: _____
Its: _____

STATE OF UTAH

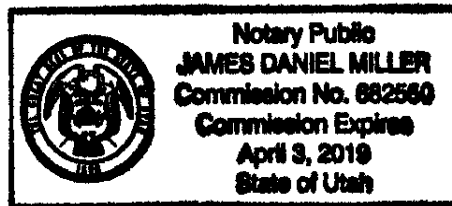
COUNTY OF SALT LAKE

On 25 JUNE 2015 before me, JAMES DANIEL MILLER
(Name of Notary Public)

personally appeared KATHY THOMAS, SVP of ZIONS FIRST NATIONAL BANK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
(Signature of Notary Public)



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controlled substances or other contraband or any law relating to the medicinal use or distribution of marijuana

EXECUTED as of the day and year first above written.

LENDER:
ZIONS FIRST NATIONAL BANK

TENANT
MASALA INDO-PAK GROCER'S

By: _____

By: [Signature]

Its: _____

Its: President



BY _____, DEPUTY CLERK OF COURT, COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE SIGNED INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED IN MY OFFICE. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT CHICAGO, ILLINOIS, THIS _____ DAY OF _____, 20____.

CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS SUCCESSOR TRUSTEE FOR AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MAY 20, 1988 AND KNOWN AS TRUST NUMBER 105493-01

By: [Signature]
Its: Assistant Vice President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF UTAH

COUNTY OF SALT LAKE

On _____ before me, _____
(Name of Notary Public)

personally appeared _____ of ZIONS FIRST NATIONAL BANK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

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STATE OF ILLINOIS

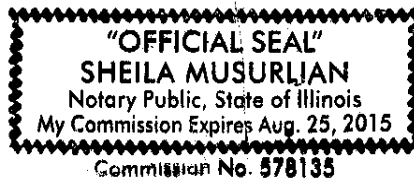
COUNTY OF COOK

On JUNE 26, 2015 before me, SHEILA MUSURLIAN
(Name of Notary Public)

personally appeared GAUTAM H. SHAH
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
(Signature of Notary Public)



STATE OF Illinois

COUNTY OF Cook

On 6/30/15 before me, Grace Marin
(Name of Notary Public)

personally appeared Lourdes Martinez, Asst. V.P. of Chicago Title Land Company* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*as Trustee and not personally
WITNESS my hand and official seal.

[Signature]
(Signature of Notary Public)



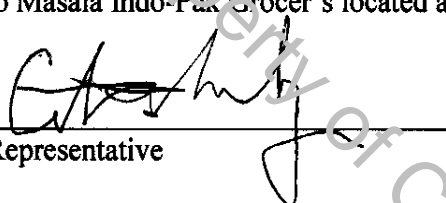
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TRANSFER OF OWNERSHIP

6/26/2015

Masala Indo-Pak Grocer's
9711 North Milwaukee Avenue
Glenview, IL 60025

The ownership of the lease to HBA Grocers Inc. dated August 1, 2014 has now been transferred to Masala Indo-Pak Grocer's located at 9725 North Milwaukee Avenue, Glenview, IL 60025.



Representative

Property of Cook County Clerk's Office

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FIDELITY NATIONAL TITLE INSURANCE COMPANY



ORDER NUMBER: 2011 999102023 UNC
 STREET ADDRESS: 9705-9725 N MILWAUKEE AVENUE

CITY: GLENVIEW
 TAX NUMBER:

COUNTY: COOK

LEGAL DESCRIPTION:

THAT PART OF LOT 3, LYING EAST OF THE CENTERLINE OF MILWAUKEE AVENUE AND LYING WEST OF THE CENTERLINE OF GREENWOOD AVENUE, (EXCEPT THE NORTH 2 ACRES THEREOF) AND (EXCEPT THE NORTH 100.00 FEET, MEASURED ON THE EASTLINE THEREOF, OF THE SOUTH 2 ACRES OF THE NORTH 4 ACRES OF THAT PART OF LOT 3, LYING BETWEEN THE CENTERLINE OF GREENWOOD AVENUE AND THE CENTERLINE OF MILWAUKEE AVENUE (AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID LOT 3, AND ON THE WEST LINE OF GREENWOOD AVENUE, THENCE WEST ON SAID SOUTH LINE 55.0 FEET TO THE EASTERLY LINE OF MILWAUKEE AVENUE, THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE 220.0 FEET; THENCE NORTHEASTERLY 211.20 FEET TO THE WEST LINE OF GREENWOOD AVENUE TO A POINT 277.7 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 277.7 FEET TO THE POINT OF BEGINNING, THENCE SOUTHWEST IN OWNERS SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED JANUARY 2, 1917, AS DOCUMENT 6022131, IN COOK COUNTY, ILLINOIS.