

# UNOFFICIAL COPY



Doc#: 1529222050 Fee: \$62.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/19/2015 10:01 AM Pg: 1 of 13

(This Space for Recording Use Only)

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

**WALGREEN CO.**  
104 Wilmot Road, MS 1420  
Deerfield, Illinois 60015  
Attn: Community & Real Estate Law Department  
Store # 215/Lease ID #001

*CT 10/15/15, 2:04 PM, KAREN A. YARBROUGH*

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

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT** made in multiple copies as of the 14 day of October, 2015, by and between **NATIXIS REAL ESTATE CAPITAL, LLC**, a Delaware limited liability company ("Mortgagee"), **CHICAGO TITLE LAND TRUST COMPANY**, not personally but solely as Trustee under Trust Agreement dated December 1, 1965, and known as Trust No. 22630 ("Landlord") and **WALGREEN CO.**, an Illinois corporation ("Tenant");

**WITNESSETH:**

**WHEREAS**, by Lease dated September 22, 1966, ("Lease"), recorded , on September 28, 1966, as document number 19955442, in the Official Records of Cook County, State of Illinois, Landlord, as landlord, leased to Tenant, as tenant, the property commonly known as 3045 West 26<sup>th</sup> Street, Chicago, Illinois 60623, which is legally described on Exhibit "A" ("Leased Premises");

**WHEREAS**, The Lease was modified by Agreement dated January 14, 1975, by Lease Extension and Modification dated October 28, 1987 and by Lease Modification Agreement dated June 14, 2007;

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

**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:

Store #251/Lease ID#001

*CTT-Box 334*

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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. INTENTIONALLY OMITTED

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:	1251 Avenue of the Americas New York, New York 10020
If to Tenant:	104 Wilmot Road, MS 1420 Deerfield, Illinois 60015
If to Landlord:	CT Trust Number 22630 c/o Mr. Shai Lothman 559 Roger Williams Avenue, Ste 2 Highland Park, Illinois 60035

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. INTENTIONALLY OMITTED

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 acknowledgement page to any counterpart may be detached from such counterpart without impairing the legal effect of the

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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.

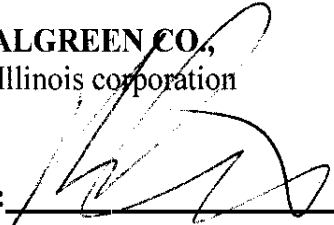
**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement under seal, as of the day and year first above written.

**(Signature Page to follow)**

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**WALGREEN CO.,**  
an Illinois corporation

By: 

Name: Richard Stenier 

Title: Director

**MORTGAGEE**

**NATIXIS REAL ESTATE CAPITAL,**  
LLC, a Delaware limited liability company

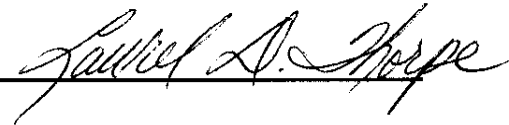
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LANDLORD**

**CHICAGO TITLE LAND TRUST**  
**COMPANY**, not personally but solely as  
Trustee under Trust Agreement dated  
December 1, 1965, and known as Trust No.  
22630

By: 

Name: LAUREL D. THORPE

Title: 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.

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**WALGREEN CO.,**  
an Illinois corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## MORTGAGEE

**NATIXIS REAL ESTATE CAPITAL,**  
LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Christopher C. Colon

Title: Vice President

By: Brian Clark

Name: BRIAN CLARK  
MANAGING DIRECTOR

Title: \_\_\_\_\_


## LANDLORD

**CHICAGO TITLE LAND TRUST**  
**COMPANY**, not personally but solely as  
Trustee under Trust Agreement dated  
December 1, 1965, and known as Trust No.  
22630

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Roni Kotel  
Vice President



Roni Kotel  
Vice President

Store # 251/Lease ID# \_\_\_\_\_

Error! Unknown document property name.

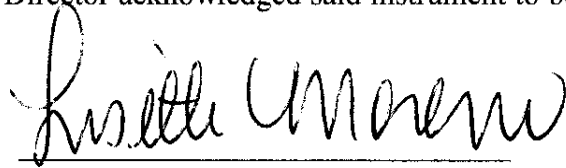
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## TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS §  
  §  
COUNTY OF LAKE §

On this 13 day of October, 2015, before me appeared **Richard Steiner** to me personally known, who, being by me duly sworn, did say that he/she is the **Director of Walgreen Co.**, a() Illinois corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Director acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Notary Public

My term expires:





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## LANDLORD ACKNOWLEDGEMENT

STATE OF ILLINOIS §  
  §  
COUNTY OF COOK §

On this 14<sup>th</sup> day of October 2015, before me appeared LAUREL D. THORPE, to me personally known, who, being by me duly sworn, did say that he/she is the ASSISTANT VICE PRESIDENT of Chicago Title Land Trust Company, an Illinois corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said she acknowledged said instrument to be the free act and deed of said company.

(Seal)

[Signature]  
Notary Public

My term expires:

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## MORTGAGEE'S ACKNOWLEDGMENT

STATE OF New York :

COUNTY OF New York : SS

On this, the 9<sup>th</sup> day of October, 2015, before me a Notary Public in and for the State of New York, the undersigned officer, personally appeared Christopher Colon, who acknowledged himself/herself to be a Vice President of Nativis Real Estate Capital LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such officer.

~~I certify that I am not an officer or director of the above-named bank, banking institution or trust company. [Strike if inapplicable]~~

In witness whereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public [SEAL]

My Commission Expires: \_\_\_\_\_, 20\_\_

KHALED MOHIUDDIN  
Notary Public - New York  
Commission # 01M06028843  
Suffolk County  
Commission Exp. August 09, 2017

STATE OF New York :

COUNTY OF New York : SS

On this, the 9<sup>th</sup> day of October, 2015, before me a Notary Public in and for the State of New York, the undersigned officer, personally appeared Brian Clark, who acknowledged himself/herself to be a Managing Director of Nativis Real Estate Capital LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such officer.

~~I certify that I am not an officer or director of the above-named bank, banking institution or trust company. [Strike if inapplicable]~~

In witness whereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public [SEAL]

My Commission Expires: \_\_\_\_\_

KHALED MOHIUDDIN  
Notary Public - New York  
Commission # 01M06028843  
Suffolk County  
Commission Exp. August 09, 2017

2015

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## EXHIBIT A

Order No.: 15015399LFE

For APN/Parcel ID(s): 16-25-301-034-0000

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PARCEL 1A:

LOTS 1 TO 5 BOTH INCLUSIVE IN PILSEN A SUBDIVISION OF THE NORTH 174 FEET OF THE EAST 174.85 FEET OF BLOCK 5 IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 1B:

THE EAST WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 5, BEING A PILSEN ADDITION A SUBDIVISION OF THE NORTH 174 FEET OF THE EAST 174.85 FEET OF BLOCK 5 IN THE SUPERIOR COURT COMMISSIONER'S PARTITION AFORESAID LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 1 IN ROUBAL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 (EXCEPT THE NORTH 174 FEET THEREOF) IN THE SUPERIOR COURT COMMISSIONER'S PARTITION, AFORESAID, PRODUCED WEST TO ITS INTERESECTION WITH THE WEST LINE OF LOT 5 PRODUCED SOUTH IN PILSEN ADDITION AFORESAID; ALSO THE NORTH SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 1, LYING EAST OF AND ADJOINING A LINE 8 FEET WEST OF AND PARALLEL WITH SAID LINE OF SAID LOT 1 LYING SOUTH OF AND ADJOINING THE NORTH LINE OF SAID LOT 1 PRODUCED WEST 8 FEET AND LYING NORTHERLY OF AND ADJOINING THE NORTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE ILLINOIS NORTHERN RAILWAY IN ROUBAL'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2A:

LOT 1 IN ROUBAL'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 5 (EXCEPT THE NORTH 174 FEET THEREOF) IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

THE WEST 1/2 OF BLOCK 5 IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID WEST 1/2 OF BLOCK 5 INCLUSIVE IN PILSEN ADDITION HEREINAFTER DESCRIBED AS PARCEL 1A), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL OF BLOCK 6 (EXCEPT THE WEST 174.85 FEET THEREOF) AND (EXCEPT THE EASTERLY 158.65 OF THE WESTERLY 349.7 FEET OF THE SOUTHERY 109.26 FEET) IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT A (continued)

PARCEL 4:

THE EASTERLY 158.65 OF THE WESTERLY 349.7 FEET OF THE SOUTHERY 109.26 FEET OF BLOCK 6 (EXCEPT THE WEST 174.85 FEET THEREOF) IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1, 2, 3, IN A. J. TULLOCK'S SECOND SUBDIVISION OF THE WEST 174.05 FEET OF BLOCK 6 IN SUPERIOR COURT COMMISSIONER'S PARTITION OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "B"

Filsen Park Plaza Shopping Center  
26th and Whipple  
Chicago, Illinois

## Legal Description

1. Exterior elevations shall be faced with exposed aggregate, brick, native stone, finished concrete panels, ceramic tile, or porcelain enamel (or any combination thereof) at the option of Tenant. Colors and textures to be selected by Tenant. Walls facing service areas may be concrete block or common brick. All windows, except display windows, shall be security type steel mesh complete with screens.
2. Floors shall be terrazzo-ceramic tile, quarry tile, or cement (or any combination thereof) with covered base where required. Entrance floors are to be non-slip ceramic tile with decorative. Inlet room floors are to be ceramic tile. A vinyl asbestos tile floor shall be installed where required. The floor is to be of the same level throughout, except for ramp at entrances, and where floor drains occur, the floor is to be pitched to drain.
3. There shall be furnished and installed in the leased premises water closets, lavatories, service sinks, urinals, floor drains, grease traps, prescription sink, toilet stalls, all plumbing traps, plumbing connections to the Tenant's equipment. All supply lines are to be supported with valves. All hot and cold water lines are to be covered. Furnish and install water heating equipment as required.
4. There shall be furnished and installed in the leased premises all electric wiring, electrical service, dimmers, switches, water panels, panel boards, safety switches at water outlets. All lighting fixtures (including stadium lighting fixtures in water area), sign above lighting, emergency lighting, etc. All equipment, whether installed by landlord or Tenant, is to be completely warranted by landlord.
5. A complete ventilating system shall be provided and installed, including ducts, fans, blowers, also furnishing and installation of a complete air conditioning system, including compressive condenser, air cooled condenser or cooling tower, at the option of Tenant. All air conditioning ducts to be covered as specified. Provide controls for air conditioning, heating and ventilation equipment as specified by Tenant.
6. Adequate heating equipment, as required in the operation of Tenant's business, shall be furnished and installed. Equipment shall be located in the leased premises. All steam and hot water lines are to be covered.
7. There shall be furnished and installed in the leased premises division walls, curtain walls, partitions and doors, stairways, stockroom shelves and cabinets. All such walls are to be plastered or to be structural glazed tile where necessary or appropriate. An acoustic tile or plaster ceiling shall be installed where required, as determined by Tenant.
8. Store front material and metal entrance doors shall be submitted and approved. Entrance doors shall be manufacturer's standard line screw stile doors with extruded frame and glazed with tempered plate glass. Provisions shall be made in doors and frames for the installation of Tenant's rim lock and electric strikes.
9. There shall be furnished and installed all hardware, burglaryproofing, painting, copper window screens, and winter enclosures.
10. An incinerator room complete with masonry stack of proper size, shall be provided for Tenant's incinerator.

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