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THIS DOCUMENT TO BE RETURNED
TO AFTER RECORDING:
ASCENT CH2, LLC
c/o Ascent, LLC
2350 Ball Drive
St. Louis, Missouri 63146
Attn: Philip Horstmann

Doc#: 1535522056 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/21/2015 03:23 PM Pg: 1 of 9



Doc#: Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/21/2015 03:26 PM Pg: 0

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT made in multiple copies as of the 5th day of December, 2015, by and between Bank of America, N.A., a national banking association, as Administrative Agent for a group of Lenders ("Mortgagee"), DC-505 North Railroad Avenue, LLC, a Delaware limited liability company ("Landlord") and ASCENT CH2, LLC, a Delaware limited liability company ("Tenant");

WITNESSETH:

WHEREAS, Mortgagee is the mortgagee under that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing executed by Landlord, as mortgagor, dated as of August 21, 2014, recorded on August 27, 2014, as Document No. 1423913045, in the Official Records of Cook County, State of Illinois (as amended from time to time, the "Mortgage"), which mortgage covers the property located at 505 Railroad Avenue, in Northlake, Illinois 60164 and legally described on Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, by Master Lease dated as of December 5, 2015 (as amended from time to time, the "Lease"), Landlord, as landlord, leased to Tenant, as tenant, certain premises within the Property as more particularly described in the Lease (the "Leased Premises");

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:

1. Subject to the covenants, terms and conditions of this Agreement, said Lease is hereby subordinated to the lien of said Mortgage and all related loan documents, but not to the other terms of the Mortgage and other loan documents. 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.

DONE AT QUOTCHER'S REQUEST

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CCRD REVIEWER 

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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 Mortgage, 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 in accordance with the terms of this Agreement.
3. So long as Successor Landlord shall be bound by the terms and conditions of said Lease in accordance with the terms of this Agreement, 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 Mortgage or a deed in lieu of foreclosure and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease. Upon request, Tenant shall execute an instrument acknowledging such attornment, consistent with the provisions of this Agreement.
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 defaults under the Lease of a continuing nature of which Tenant has notified Mortgagee prior to Successor Landlord becoming bound by the Lease in accordance with paragraph 2; provided, however, that Successor Landlord will not be held liable for any consequential damages accruing to acts or omissions of any prior landlord (including 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 give written notice to Mortgagee of all defaults by Landlord under the Lease, and Mortgagee shall have the same opportunity as provided to

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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 under Section 3.4 or 12.7(e) 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. 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.

8. Tenant hereby agrees that it will not agree with Landlord to terminate the Lease or any portion thereof (except pursuant to termination rights expressly granted to Tenant under 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. Except as expressly provided herein, Tenant shall have all of its equitable remedies against Successor Landlord as provided in the Lease. Except as expressly provided in this Agreement, 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:	Bank of America, N.A. A390 N. Orange Avenue, Suite 900 Orlando, FL 32801 Attn: Rich Graham
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If to Tenant: Ascent CH2, LLC
 c/o Ascent LLC
 2350 Ball Drive
 St. Louis, Missouri 63146
 Attn: Philip Horstmann

With a copy to: Thompson Coburn LLP
 One US Bank Plaza, Suite 3300
 St. Louis, Missouri 63101
 Attn: David Orwick

If to Landlord: DC-505 North Railroad Avenue, LLC
 c/o Carter Validus Properties, LLC
 4890 W. Kennedy Blvd., Suite 650
 Tampa, FL 33607
 Attn: John E. Carter

With a copy to: GrayRobinson, P.A.
 201 North Franklin Street, Suite 2200
 Tampa, Florida 33602
 Attn: Stephen L. Kussner

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. 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.

12. 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.

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TENANT:

ASCENT CH2, LLC, a Delaware limited liability company

By: Grande Property Holdings LLC, its Manager

By: *Philip Horstmann* Manager

Name: Philip Horstmann

Title: Manager

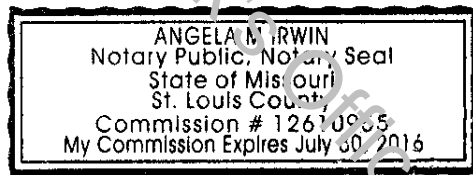
State of Missouri)
County of St. Louis) ss

This instrument was acknowledged before me on December 4th, 2015, by Philip Horstmann as Manager of Grande Property Holdings, LLC, Manager of ASCENT CH2, LLC, a Missouri limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Angela M. Irwin
Notary Public

{seal}



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LANDLORD:

DC-505 NORTH RAILROAD AVENUE, LLC, a Delaware limited liability company

By: Carter/Validus Operating Partnership, LP, a Delaware limited partnership, Its Sole Member

By: Carter Validus Mission Critical REIT, Inc., a Maryland corporation, Its General Partner

By: [Signature]

Name: Lisa A Drummond

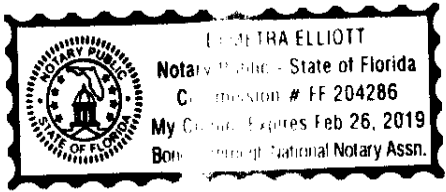
Title: Secretary

State of Florida)
County of Hillsborough) ss

This instrument was acknowledged before me on December 3, 2015, by Lisa A Drummond as Secretary of Carter Validus Mission Critical REIT, Inc., a Maryland corporation, General Partner of Carter/Validus Operating Partnership, LP, a Delaware limited partnership, Sole Member of DC 505 NORTH RAILROAD AVENUE, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public {seal}



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Exhibit "A"
(Legal Description of the Property)

LOT 1 IN NORTHLAKE BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12 31-200-023-0000

Property of Cook County Clerk's Office

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STATEMENT BY GRANTOR AND GRANTEE

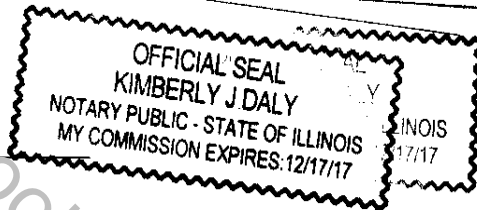
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated December 21, 2015

Signature: *Karin Bontan*
Grantor or Agent

Subscribed and sworn to before me this 21st day of December, 2015.

Kimberly J. Daly
Notary Public



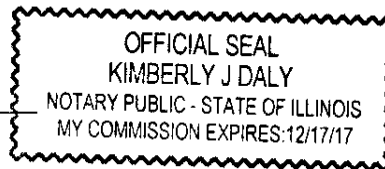
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated December 21, 2015

Signature: *Karin Bontan*
Grantee or Agent

Subscribed and sworn to before me this 21st day of December, 2015.

Kimberly J. Daly
Notary Public



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)