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Prepared by on Return to:
Bank of America Legal Dept.
214 N Tryon ST
NC1-02-18-05
Charlotte, NC 28225
Attn Amelia L. Martin



Doc#: 1607012074 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/10/2016 10:35 AM Pg: 1 of 9

Reserved for Recorder's Use

Prepared by:

Return to:

Bank of America Legal Department
214 N. Tryon Street
NC1-027-18-05
Charlotte, North Carolina 28255
Attn: Debra Anderson

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This Subordination Attornment and Non-Disturbance Agreement (the "Agreement") is made as of the 1st day of March, 2016, by and between Bank of America, National Association, a national banking association (hereinafter referred to as "Tenant"), and Wintrust Bank, an Illinois banking association ("Mortgagee");

WHEREAS, Mortgagee is the owner and holder of a promissory note dated March 1, 2016, made by Emerson Skokie Partners, LLC, a Delaware limited liability company, payable to the order of Mortgagee (herein, as it may have been or may be from time to time renewed, extended, amended or supplemented, called the "Note"), secured, without limitation, by a Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (herein, as it may have been from time to time renewed, extended, amended or supplemented, called the "Mortgage") recorded AS #, of the Cook County, Illinois Registry, covering the land (the "Land") described in Exhibit A which is attached hereto and incorporated herein by reference, and the improvements thereon (such Land and improvements being herein together called the "Property"), and the Mortgage, and any other liens held by Mortgagee against the Property to secure the Note, being herein together called the "Mortgage");

WHEREAS, Tenant, as tenant, has executed a Lease Agreement dated June 29, 2015 (the "Lease"), with Emerson Skokie Partners, LLC, a Delaware limited liability company, as landlord (referred to herein as "Landlord"), for the lease of the Premises described on Exhibit A attached hereto which comprises a portion of the Property; and

WHEREAS, as a condition to entering into the Lease, Tenant has required that Mortgagee execute this Agreement and Mortgagee has agreed to do so as a material inducement to Tenant;

Box 400

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THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, Tenant and Mortgagee hereby agree as follows:

1. Subject only to the rights of Tenant hereinafter set forth, the Lease and all rights of Tenant thereunder are subject and subordinate to the Mortgage and any renewals or extensions thereof. This provision is acknowledged by Tenant to be self-operative and no further instrument shall be required to effect such subordination of the Lease. However, nothing herein is intended or shall be construed to subject to the lien of the Mortgage any property owned by Tenant or removable from the Property by Tenant under the terms of the Lease.
2. In the event of any foreclosure under the Mortgage or if conveyance or transfer of the Property shall be made in lieu of foreclosure (any such foreclosure or conveyance or transfer in lieu of foreclosure being herein referred to as "Foreclosure"), and so long as Tenant is not in default under the Lease beyond any applicable notice and cure periods, then the Lease shall not be terminated as a result of such Foreclosure, whether by operation of law or otherwise, but rather, notwithstanding such Foreclosure, and the fact that the Lease is subordinate to the Mortgage, the Lease shall continue in full force and effect in accordance with the provisions thereof, and the rights of Tenant under the Lease shall not be interfered with nor disturbed by any party owning the Property or any interest therein as a result of Foreclosure, or such party's successors and assigns (any such owner, and its successors and assigns, being herein called "Owner"), and provided that nothing herein shall negate the right of Owner to exercise the rights and remedies of Landlord under the Lease, including without limitation the right to terminate the Lease existing at the time of Foreclosure, such Foreclosure shall not operate to waive or abate any action initiated by Landlord under the Lease to terminate the same on account of such default. Nothing in this Agreement shall obligate Tenant to pay rent or other charges to Mortgagee until Mortgagee has succeeded to the interest of Landlord under the Lease and Tenant has received written notice thereof from Mortgagee.
3. Tenant agrees that in the event of Foreclosure, Tenant will attorn to Owner upon and subject to the terms and conditions of the Lease, including payment to Owner of all rentals and charges thereafter becoming due under the Lease, all without change in the terms or provisions of the Lease. Tenant agrees that Owner shall not be bound by (a) any payment of rent or additional rent for more than one (1) month in advance, except advance rental payments expressly provided for in the Lease, or (b) any amendment or modification of the Lease made subsequent to the date of this Agreement without the written consent of Owner, or (c) any payment of rent made to Landlord, after the date on which Owner notifies Tenant in writing of its ownership interest and provides to Tenant a W9 and any other documentation reasonably required by Tenant to begin paying rent to Owner. Mortgagee hereby acknowledges that for regulatory reasons, Tenant cannot begin making payments to Owner unless and until Tenant receives the aforementioned W9 and other documentation; provided, however, any delay by Owner in providing a W9 pursuant hereto shall not negate Tenant's obligation under the Lease, including, without limitation, the payment of rent. Upon request by Owner or Tenant, Owner and Tenant shall execute and deliver an instrument or instruments confirming the non-disturbance and attornment herein provided for.
4. Tenant acknowledges that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement by Mortgagee.
5. All notices required or which any party desires to give hereunder shall be in writing and shall be addressed or delivered to the respective addresses set forth at the end of this Agreement, or to such other address as may have been previously designated by the intended recipient by notice given in accordance with this Section. If sent by prepaid, registered or certified mail (return receipt requested), the

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notice shall be deemed effective when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified; and if transmitted by personal delivery or via nationally recognized overnight mail courier service (e.g., Federal Express, UPS, etc.), the notice shall be effective when received. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt.

6. This Agreement shall inure to the benefit of and shall be binding upon Mortgagee and Tenant and their respective successors and assigns, and any Owner and its heirs, personal representatives, successors and assigns. This Agreement and its validity, enforcement and interpretation, shall be governed by the laws of the State of Illinois and applicable United States federal law. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

[THIS PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date on which the latter of Mortgagee or Tenant executes this Agreement as noted below.

MORTGAGEE:

Wintrust Bank,
an Illinois banking association

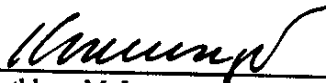
By: 
Name: Kevin Lichterman
Title: Vice President

Address of Mortgagee:

Wintrust Bank
231 S. LaSalle Street, Suite 200
Chicago, IL 60604
Attn: Kevin Lichterman

TENANT:

Bank of America, National Association,
a national banking association

By: 
Name: Kathleen M. Luongo 3-11-16
Title: Vice President CS 3016B
ILW-265

Address of Tenant:

Bank of America, National Association
NC2-150-03-06
13850 Ballantyne Corporation Place
Charlotte, North Carolina 28277
Attn: Lease Administration

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date on which the latter of Mortgagee or Tenant executes this Agreement as noted below.

MORTGAGEE:

TENANT:

Wintrust Bank,
an Illinois banking association

Bank of America, National Association,
a national banking association

By: _____
Name: _____
Title: _____

By: *Kathleen M. Luongo*
Name: Kathleen M. Luongo
Title: Vice President

2-11-16
CS 3016B
ILW-265

Address of Mortgagee:

Address of Tenant:

Wintrust Bank
231 S. LaSalle Street, Suite 200
Chicago, IL 60604
Attn: Kevin Lichterman

Bank of America, National Association
NC2-150-03-06
13850 Ballantyne Corporation Place
Charlotte, North Carolina 28277
Attn: Lease Administration

Property of Cook County Clerk's Office

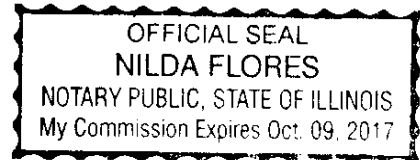
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STATE OF ILLINOIS)
)
COUNTY OF COOK) MORTGAGEE

The foregoing instrument was acknowledged before me on February 29th, 2016
by Kevin Lichterman, Vice President of Wintrust Bank, a
Illinois Banking Assoc, on behalf of the _____, who is
personally known to me or who has produced personally known as identification.

Nilda Flores
Name: Nilda Flores
NOTARY PUBLIC, State of IL

(SEAL)



STATE OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK) TENANT

The foregoing instrument was acknowledged before me on February 11th, 2016, by
Kathleen M. Luongo, Vice President of Bank of America, National Association, a national banking
association, on behalf of the association, who is personally known to me or who has produced
personally known as identification.

Marlene M. Goto
Name: _____
NOTARY PUBLIC, State of Massachusetts

(SEAL)



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STATE OF ILLINOIS)
) MORTGAGEE
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____,
by _____ of _____, a
_____, on behalf of the _____, who is
personally known to me or who has produced _____ as identification.

Name: _____
NOTARY PUBLIC, State of _____

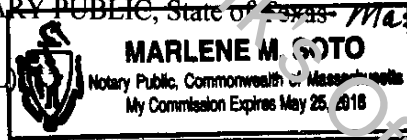
(SEAL)

STATE OF MASSACHUSETTS)
) TENANT
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me on February 11th, 2016, by
Kathleen M. Luongo, Vice President of Bank of America, National Association, a national banking
association, on behalf of the association, who is personally known to me or who has produced
personally known as identification.

Kathleen M. Luongo
Name: _____
NOTARY PUBLIC, State of ~~Massachusetts~~ Massachusetts

(SEAL)



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EXHIBIT A TO SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

THAT PART OF THE NORTH HALF OF LOT 2 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND THAT PART OF LOT 1 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT 1 LYING NORTHERLY OF LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 1, SAID POINT BEING 27.0 FEET SOUTH OF THE NORTH LINE OF LOT 1 (BEING ALSO THE SOUTH LINE OF EMERSON STREET); THENCE NORTHEAST A DISTANCE OF 14.24 FEET TO A POINT ON A LINE 17.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 60.0 FEET EAST OF THE WEST LINE OF SAID LOT; THENCE EASTERLY 185.0 FEET TO A POINT 7.50 FEET SOUTH OF THE NORTH LINE OF LOT 1. THENCE EAST ALONG A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1, 244.12 FEET, MORE OR LESS, TO A POINT OF CURVE, SAID POINT BEING 102.96 FEET WEST OF THE WESTERLY LINE OF GROSS POINT (AS MEASURED ON A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 1); THENCE EASTERLY ALONG SAID CURVE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 84.0 FEET, A DISTANCE OF 63.33 FEET TO A POINT OF TANGENCY; THENCE SOUTHEAST ALONG THE TANGENT TO THE LAST DESCRIBED POINT, 17.55 FEET TO A POINT ON THE WESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 58.0 FEET SOUTHWEST OF THE NORTHEAST CORNER OF SAID PROPERTY (AS MEASURED ON THE WESTERLY LINE OF SAID ROAD); ALL IN PARTITION BETWEEN THE HEIRS OF MICHAEL DIEDERICH OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE VILLAGE OF SKOKIE BY PLAT OF DEDICATION RECORDED WITH THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS ON MARCH 23, 2006 AS DOCUMENT NUMBER 0608239035.

(EXCEPT THE FOLLOWING TRACTS DEDICATED FOR EMERSON STREET AND GROSS POINT ROAD, BY PLAT OF DEDICATION RECORDED JANUARY 31, 2013 AS DOCUMENT 1303116003)

TRACT A:

THAT PART OF LOTS 1 AND 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 2 WITH THE EAST RIGHT OF WAY LINE OF SKOKIE BOULEVARD PER DOCUMENT NO. 187576627; THENCE NORTH 00 DEGREES 15 MINUTES 18 SECONDS EAST ALONG SAID ROW LINE, 242.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EMERSON STREET PER DOCUMENT 0608239034; THENCE NORTH 54 DEGREES 55 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1.84 FEET SOUTH 00 DEGREES 15 MINUTES 18 SECONDS WEST ALONG A LINE 1.50 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF SKOKIE BOULEVARD, 243.31 FEET TO SAID SOUTH LINE OF THE NORTH 1/2 OF LOT 2, THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST ALONG SAID SOUTH LINE, 1.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

TRACT B:

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THAT PART OF LOT 1, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND PREVIOUSLY DEDICATED FOR EMERSON STREET PER DOCUMENT NUMBER 0608239035, THENCE NORTH 86 DEGREES 37 MINUTES 33 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID EMERSON STREET PER DOCUMENT NUMBER 18757627, A DISTANCE OF 157.00 FEET, THENCE NORTH 89 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 114.92 FEET, THENCE SOUTH 00 DEGREES 28 MINUTES 22 SECONDS EAST, 3.78 FEET, THENCE SOUTH 89 DEGREES 34 MINUTES 09 SECONDS WEST, 116.32 FEET; THENCE SOUTH 86 DEGREES 15 MINUTES 02 SECONDS WEST, 163.14 FEET TO THE SOUTHEASTERLY LINE OF SAID PREVIOUSLY DEDICATED EMERSON STREET; THENCE NORTH 54 DEGREES 55 MINUTES 44 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 9.09 FEET TO THE PLACE OF BEGINNING

TRACT C:

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF EMERSON STREET WITH THE NORTH RIGHT OF WAY LINE OF GROSS POINT ROAD, THENCE SOUTH 42 DEGREES 44 MINUTES 02 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF GROSS POINT ROAD, 15.00 FEET, THENCE NORTH 02 DEGREES 13 MINUTES 04 SECONDS WEST, 21.23 FEET TO SAID SOUTH RIGHT OF WAY LINE OF EMERSON STREET; THENCE SOUTH 47 DEGREES 10 MINUTES 11 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF EMERSON STREET, 15.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

REAL ESTATE COMMONLY KNOWN AS: "Emerson Crossing," the 2.53 acre site located at the intersection of Skokie Boulevard, Emerson Street and Gross Point Road, Skokie, Illinois **60076**

PERMANENT IDENTIFICATION NUMBERS: 10-15-115-017-0000 AND 10-15-115-020-0000