

Doc#: 1614044084 Fee: \$60.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/19/2016 04:35 PM Pg: 1 of 12

SUBO'L INATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUCORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT is made and entered into as of the 1/2 day of 1/2

WITN'LSSETH:

WHEREAS, the Mortgagee has made or intends to make or extend loans to Mortgagor from time to time (collectively the "Loan"); and

WHEREAS, to secure repayment of the Loan, the Mortgagor has executed and delivered to Mortgagee a certain mortgage (the "Mortgagee") conveying to Mortgagee a lien in fee simple in the real property described on Exhibit A (the "Premises") and assigning all rents generated therefrom; and

WHEREAS, Tenant is the present lessee under a certain Lease dated Merch 31, 2016, between Tenant and Mortgagor as lessor, demising a portion of the Premises of approximately 3,213 square feet (said lease and all amendments thereto being referred to as the "Lease"); and

WHEREAS, as a condition precedent to the Mortgagee's making, continuing, or extending the Loan, the Mortgagee has required that Tenant enter into this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, it is hereby agreed as follows:

1. <u>SUBORDINATION</u>. The Lease, and the rights of Tenant in, to or under the Lease and the Premises, are hereby subjected and subordinated and shall remain in all respects and for all purposes subject, subordinate and junior to the lien of the Mortgage, and to the rights and interests of the holder or holders of the Mortgage from time to time, as fully and with the



same effect as if the Mortgage had been duly executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Premises by Tenant, or its predecessors in interest.

- 2. <u>PURCHASE OPTIONS</u>. Any options or rights contained in said Lease to acquire title to the Premises are hereby made subject and subordinate to the rights of Mortgagee under the Mortgage and any acquisition of title to the Premises made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.
- 3. TENANT NOT TO BE DISTURBED. So long as Tenant is not in default (beyond any reriod given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed. Fenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any renewal rights therefor in the Lease, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.
- 4. TENANT NOT TO BE JOINED IN FORECLOSURE. So long as Tenant is not in default (beyond any period giver Tenant to cure such default) in the payment of rent or additional rent or in the performance of invertible the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage un'ess such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.
- TENANT TO ATTORN TO TRANSFERES. If the interests of Mortgagor shall be transferred to and owned by Mortgagee or any other person by reason of foreclosure or other proceedings brought by Mortgagee in lieu of or pursuant to a foreclosure, or by any other manner (Mortgagee or any such other person being hereinafter referred to as a "Transferee"), Tenant shall be bound to Transferee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Transferee were the lessor under the Lease, and Tenant does and shall attorn to Transferee as its landlord, said attornment to be effective and self-operative immediately upon Transferee's succeeding to the interest of the Mortgagor under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Tenant shall be under no obligation to pay rent to Transferee until Tenant receives written notice from Transferee that it has succeeded to the interest of the lessor under the Lease. Tenant shall be entitled to rely on any such notice from, or purportedly from, the Transferee, notwithstanding any direction to the contrary that Tenant receives from any other person or entity, including the The respective rights and obligations of Tenant and Transferee upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

- 6. MORTGAGEE NOT BOUND BY CERTAIN ACTS OF MORTGAGOR. If Mortgagee shall succeed to the interest of Mortgagor under the Lease, Mortgagee shall not be liable for any act or omission of any prior landlord (including Mortgagor) except (a) those defaults of a continuing nature and specifically related to the provision of services or maintenance required to be provided by the landlord under the Lease, and (b) those certain defaults of landlord under the Lease that are susceptible to cure by Mortgagee; nor subject to any offsets or defenses which Tenant might have against any prior landlord (including Mortgagor); nor bound by any rent or additional rent which Tenant might have paid for more than the then current installment; nor bound by any amendment or modification of the Lease made without Mortgagee's written consent.
- 7. NOTICE TO MORTGAGEE; OPTION TO CURE. On giving notice of any default to Mortgager under the provisions of the Lease, Tenant will also serve a copy of such notice to Mortgagee, and no notice to Mortgagor will be effective in the absence of such service of notice to Mortgagee. If Mortgagor defaults under any provisions of the Lease, Mortgagee shall have the option, but not the obligation, to cure any such default, and Tenant agrees to accept such performance by Mortgagee under the Lease as though the same had been performed by Mortgagor.
- 8. <u>TENANT'S REPRESENTATIONS</u>. Tenant hereby certifies as follows: (a) that the Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (b) that the Lease represents the entire agreement between the parties as to such leasing; (c) that there are no defaults by either Mortgagor or Tenant under the Lease which are known to Tenant; (d) that on this date there are no existing expenses or offsets which Tenant has against the enforcement of the Lease by Mortgagor, which are known to Tenant; and (e) that no rents have been forgiven.
- 9. ASSIGNMENT OF LEASE. Tenant hereby acknowledges that Mortgagor has assigned, or will assign, Mortgagor's interest in the Lease to Mortgagee to secure the indebtedness above described and hereby agrees to pay to Mortgagee all rent and other sums due under the Lease immediately upon notice from Mortgagee of the occurrence of an event of default under the Loan or the Mortgage. Tenant shall be entitled to rely on any such notice from, or purportedly from, the Mortgagee, notwithstanding any direction to the contrary that Tenant receives from any other person or entity, including the Mortgagor.
- 10. <u>SUCCESSORS AND ASSIGNS</u>. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including, without limitation, each and every holder of the Lease from time to time or any other person having an interest therein and shall inure to the benefit of Mortgagee and its successors and assigns.
- 11. CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed and construed by the laws of the State of Illinois (other than regarding principles of conflicts of law or choice of law).

- **CAPTIONS AND HEADINGS.** The captions and headings of the various 12. sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.
- NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to the addresses as set forth above, or to such other places that any party hereto may by notice in ses phate si.

 Columnia Clark's Office writing designate shall constitute service of notice hereunder.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

DOOP OF C

TENANT: FLYING FOOD GROUP, LLC, an Illinois limited liability company BY: Print Name: Title: Marage **MORTGAGOR:** CP-MIDWAY BUSINESS CENTER, LLC, an Ohio limited liability by its Manager, CP-Midway Business Center Manager, LLC, an Ohio limited liability Print Name manuel Title: marsager **MORTGAGEE:** THE HUNTINGTON NATIONAL BANK, a national association

Print Name: William B Coshy

STATE OF ILLINOIS § COUNTY OF _______ §

Before me, the undersigned Notary Public, personally appeared **DAVID COTTON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he{she} executed the same, for and on behalf of **FLYING FOOD GROUP**, **LLC**, an Illinois limited liability company, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21 DAY OF 1, 2016.

(SEAL)

My Commission Expires: 9 13 2016

NOTARY PUBLIC

OFFICIAL SEAL

JUDIE ANN MORRONE

Notary Public - State of Illinois

My Commission Expires Sep 13, 2016

STATE OF OHIO § COUNTY OF Hamilton §

Before me, the undersigned Notary Public, personally appeared Manuel Chavez, the Manager of CP-Midway Business Center Manager, LLC, an Ohio limited liability, the manager of CP-Midway Business Center, LLC, for and on its behalf, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he{she} executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3 DAY OF

(SEAL)

My Commission Expires: 10-20-2020

NOTARY PUBLIC

Crystal M. Robertson Notary Public, State of Ohio My Commission Expires 10-20-2020

STATE OF OHIO § COUNTY OF Hamilton §

Before me, the undersigned Notary Public, personally appeared William (Way, the VP. of THE HUNTINGTON NATIONAL BANK, a national association, for and on its behalf, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he{she} executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF 2016.

(SEAL)

THIS INSTRUMENT WAS FREPARED BY AND RETURN TO:

ANGELA M. GATES Dressman Benzinger LaVelle psc Attorneys-at-Law 207 Thomas More Parkway Crestview Hills, KY 41017-2596 (859) 341-1881



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EXHIBIT A

(Legal Description, include address and PIN)

Property of Cook County Clerk's Office

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EXHIBIT A

(Legal Description)

ORDER NO.: 1401 008979330 D1

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS: PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIANA HARBOR BELT RAILROAD COMPANY AND SOUTH OF ARCHER AVENUE, IN COOK COUNTY, ILLINOIS, DESCRIBED AS

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ARCHER AVENUE AND THE STILINE OF CICERO AVENUE (SAID WEST LINE OF FREST LINE OF SAID SECTION 9): THENCE SOUTHESTERLY ALONG THE SOUTHERLY LINE OF ARCHER AVENUE DISTANCE OF 321.31 FEET (320.91 FEET DEED) TO A POINT ON A LINE 33 FEET WEST OF AND CAP LIFL WITH THE WEST LINE OF THE EAST 1/16 OF SAID SECTION 9 (SAID LINE ALSO BEIN, THE EAST LINE OF CONDENNATION CASE NO. 62 S 7992); THENCE SOUTH ALONG SAID PARALLEL EAST LINE A DISTANCE OF 23.39 FEET TO THE POINT OF BEGINNING (SAID POINT BEING 23 FFET SOUTHERLY, MEASURED AT RIGHT ANGLES, TO SAID SOUTHERLY LINE OF ARCHER AVENUE, A DISTANCE OF 138.37 FEET; HIENCE WEST ALONG SAID COMBENATION LINE PARALLEL WITH AND 23 FEET, SOUTHERLY, MEASURED AT RIGHT ANGLES, TO THE SOUTHERLY LINE OF ARCHER AVENUE, A DISTANCE OF 138.37 FEET; HIENCE WEST ALONG SAID COMBENATION LINE A DISTANCE OF 9.57 LEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE AFORESAID WEST LINE OF JOZO AVENUE AND 17.13 FEET SOUTH OF THE SOUTHERLY LINE OF ARCHER AVENUE (SAID P. ROLLE) LINE BEING S55.19 FEET (SOLTH OF THE SOUTHERLY LINE OF ARCHER AVENUE); THENCE WESTERLY ALONG SAID CONDENNATION LINE A DISTANCE OF 198.59 FEET TO A POINT ON A LINE 4 FEET SOUTH, MEASURED ALONG THE SOUTHERLY LINE OF ARCHER AVENUE; THENCE WESTERLY ALONG SAID CONDENNATION LINE A DISTANCE OF 146.73 FEET TO A POINT ON THE SOUTHERLY LINE OF ARCHER AVENUE; THENCE WESTERLY ALONG SAID CONDENNATION LINE A DISTANCE OF 146.73 FEET TO A POINT ON THE SOUTHERLY LINE OF ARCHER AVENUE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF ARCHER AVENUE AND THE SOUTHERLY LINE OF ARCHER AVENUE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF ARCHER AVENUE AND THE SOUTH BEING 30.35 FEET TO A POINT ON A LINE AS DISTANCE OF 2.580.06 FEET TO THE FORTH LINE OF THE SOUTH LINE OF SOUTH ALONG SAID SECTION 9; THENCE MORTH ALONG SAID WEST LINE OF SAID SECTION 9, THENCE SOUTH ALONG SAID WEST LINE OF ARCHER COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ARCHER AVENUE AND THE

ALSO KNOWN AS

THAT PART NORTH OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY AND SOUTH OF THE CENTER LINE OF ARCHER AVENUE OF THE SOUTHEAST 1/4 OF SECTION 9 TOWNSHIP 3B NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THE FOLLOWING FIVE PORTIONS OF SAID LAND:

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

EXCEPTION PORTION 1:

THAT PART THEREOF (INCLUDING THE FEE IF SUCH PART) CONDEMEND BY CHICAGO AND WESTERN RAILWAY COMPANY IN CASE NO. 233324, IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT WHERE THE SOUTHERLY LINE OF ARCHER AVENUE CROSSES THE WEST LINE OF SOUTH 48TH AVENUE AND RUNNING THENCE SOUTH ON THE WEST LINE OF SOUTH 48TH AVENUE 334 FEET; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 125 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SOUTH 48TH AVENUE AND 125 FEET DISTANT THEREFROM TO THE SOUTH LINE OF ARCHER AVENUE; THENCE EASTERLY ON THE SOUTH LINE OF ARCHER AVENUE;

EXCEPTION PORTION 2:

TH'. FART THEREOF (INCLUDING THE FEE OF SUCH PART) CONDEMNED BY CHICAGO AND DESPLACING VALLEY ELECTRIC RAILWAY COMPANY (CONSOLIDATED WITH THE DES PLAINES VALLEY ELECTRIC RAILWAY COMPANY), IN CASE NO. 233325. IN THE CIRCUIT COURT OF COOK COUNTY, ILLUOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT . POINT WHERE THE SOUTHERLY LINE OF ARCHER AVENUE CROSSES THE WEST LINE OF SOUTH 46TH AVENUE AND RUNNING THENCE SOUTH ON THE WEST LINE OF SOUTH 46TH AVENUE, 334 FEET, N'ENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 330 FEET, MORE OR LESS, TO A POINT WRICH IS 33 FEET WEST OF THE WEST OF THE EAST 1/16 57 SAID SECTION 9: THENCE NORTH ON A LINE WHICH IS 33 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF THE EAST T/16 OF SAID SECTION 9 TO THE SOUTH LINE OF ARCHER AVENUE. TO EYE EAST ON THE SOUTH LINE OF ARCHER AVENUE TO THE PLACE OF BEGINNING (EXCEPTIVE OFF THE EAST SIDE THEREOF THE STRIP 125 FEET IN WIDTH HEREINBEFORE EXCEPTED):

EXCEPTION PORTION 3:

THAT PART OF THE WEST 33 FEET OF THE SOUTHFIST 1/4 OF SECTION 9, AFORESAID; DEDICATED FOR A PUBLIC STREET (SOUTH LARANGE AVENUE) BY DOCUMENT NO. 10387744 RECORDED JUNE 3, 1929;

EXCEPTION PORTION 4:

THAT PART TAKEN BY DEPARTMENT OF PUBLIC WORKS AND BUILTINGS, STATE OF ILLINOIS IN CONDEMATION CASE 625 7992 DATED APRIL 13, 1962;

EXCEPTION PORTION 5:

THAT PART CONVEYED TO THE CITY OF CHICAGO BY DEED DATED JANUARY 14 1937 AND RECORDED APRIL 13, 1937 AS DOCUMENT NO. 11979458 PURSUANT TO CASE NO. 151833, SUPERIOR COURT OF COOK COUNTY. ILLINOIS, DESCRIBED AS THAT PART OF THE LAND LYING EAST OF A LINE SO FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 9, AFORESAID.

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5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 19 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF SOUTH ARCHER AVENUE BOUNDED AND DESCRIBED AS FOLLOW:

BEGINNING AT A POINT WHERE THE SOUTHERLY LINE OF ARCHER AVENUE CROSSES THE WEST LINE OF SOUTH 48TH AVENUE (NOW KNOWN AS CICERO AVENUE) AND RUNNING THENCE SOUTH ON THE WEST LINE OF SOUTH 48TH AVENUE) (NOW KNOWN AS CICERO AVENUE) 209 FEET; THENCE MEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 197 FEET; THENCE MORTHERLY 169.81 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID ARCHER AVENUE, 231.29 FEET WESTERLY (AS MEASURED ALONG THE SOUTHERLY LINE OF SAID ARCHER AVENUE) OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID ARCHER AVENUE) OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID ARCHER AVENUE, 231.29 FEET TO THE PLACE OF BEGINNING AND THE PLACE OF SECTION 9, TOWNSHIP 38 NOR IN, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF ARCHER AVENUE, BU"HOLD AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE POINT OF INTERSECTION OF SOUTH LINE OF ARCHER AVENUE WITH THE WEST LINE OF CICERO AVENUE, AS THE SAIP AND HOLD ARCHER AVENUE WITH THE WEST LINE OF COUTH ALONG AT RIGHT ANGLES. FROM THE EAST LINE OF SAID SECTION 9; THENCE SOUTH ALONG A LINE PARALLEL WITH AND DISTANT 50.0 FEET WEST MEASURED AT RIGHT ANGLES. FROM THE EAST LINE OF SAID SECTION 9; THENCE SOUTH ALONG A LINE PARALLEL WITH AND DISTANT 50.0 FEET WEST MEASURED AT RIGHT ANGLES. FROM THE SOUTH LINE OF THE WEST LINE OF COURSE AND ADDISTANT 50.0 FEET WEST MEASURED AT RIGHT ANGLES. FROM THE SOUTH LINE OF THE SOUTH LINE OF THE SOUTH ALONG ALONG AND FOR COOK COUNTY, ILLINOIS; THE SECOND AND THE WEST LINE OF SCOOK ON THE WEST LINE OF THE RECORDED ON TH

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EXHIBIT A

(Address and PINs)

Property Addresses: 5200 S. Cicero Avenue, Chicago, IL 60638

5561 S. Archer Avenue, Chicago, IL 60638 5333 S. Laramie Avenue, Chicago, IL 60638

Property Index Nos.: 19-09-412-018-0000 Proberty of Coot County Clert's Office

19-09-412-034-0000