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Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 09/02/2016 02:13 PM Pg: 1 of 13

Chad M. Poznansky, Esq.  
Clark Hill PLC  
150 N. Michigan Avenue, Ste. 2700  
Chicago, IL 60601

Permanent Tax Index Number[s]:

10-32-203-013-0000

10-32-203-031-0000

10-32-203-032-0000

10-32-203-033-0000

Property Address:  
7111-7183 Austin Avenue  
Niles, IL 60714

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

**THIS AGREEMENT** is made and entered into as of the <sup>30<sup>th</sup></sup> day of August, 2016, by and between **CUSTOM PRINT GRAPHICS, INC.** ("Tenant"), **CHP AUSTIN, LLC**, an Illinois limited liability company ("Landlord"), and **WINTRUST BANK**, an Illinois banking association, its successors and assigns ("**Mortgagee**").

### RECITALS:

A. Mortgagee is the holder of a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated August 30, 2016, to be recorded concurrently herewith (as amended from time to time "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount up to TWO MILLION FIVE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS (\$2,541,777.00).

B. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease") dated April 15, 2014, with Landlord (or Landlord's predecessor-in-interest), pursuant to which Tenant leased certain industrial/warehouse space ("Leased Premises") consisting of approximately 11,274 rentable

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square feet of space on the first floor of the building located at 7111-7183 Austin Avenue, Niles, IL 60714 ("Building") on the parcel of land ("Land") legally described in Exhibit A attached hereto (the Land and Building herein being collectively referred to as "Real Estate").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Tenant represents and warrants to Mortgagee that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.
2. Tenant has executed and delivered to Mortgagee a certain Tenant Estoppel Certificate (the "Estoppel Certificate") dated on or about the date hereof. The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenant acknowledges that Mortgagee will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.
3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default, and (b) allow Mortgagee the same cure period as Landlord is granted under the Lease to cure Landlord's Default. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph 3, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.
4. Tenant covenants with Mortgagee that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards.
5. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due

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under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee. Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Mortgagee.

6. Mortgagee agrees that so long as Tenant is not in default under the Lease:

(a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless Tenant is a necessary party under applicable law); and

(b) The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage;

7. If Mortgagee or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord); except for repair and maintenance obligations of a continuing nature imposed on the Landlord under the lease:

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee with (A) notice of the Landlord's Default that gave rise to such offset or defense

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and (B) the opportunity to cure the same, all in accordance with the terms of Section 4 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee: Wintrust Bank  
231 S. LaSalle Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60604  
Attention: Kevin Lichterman

With a copy to: Clark Hill PLC  
150 N. Michigan Avenue, Suite 2700  
Chicago, Illinois 60601  
Attn: Chad M. Poznansky, Esq.

To Tenant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

To Landlord: CHP Austin, LLC  
520 W. Erie Street, Suite 220  
Chicago, IL 60654  
Attn: Dominic A. Sergi

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

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10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

12. LENDER'S APPROVAL OR CONSENT. Wherever Lender's consent or approval under the Lease is required, Lender agrees not to unreasonably withhold such consent, and it is understood and agreed that Lender shall not be deemed to have unreasonably withheld such consent or approval, wherein Lender's reasonable discretion to give such approval or consent would reduce the value, decrease the size or impair the structural integrity of the Premises.

[Signature Page Follows]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

**Tenant:**

**CUSTOM PRINT GRAPHICS, INC.**

By: Walter Abraham  
Name: walter ABRAHAM  
Title: owner

**Landlord:**

**CHP AUSTIN, LLC,**  
an Illinois limited liability company

By: SFP Management, LLC,  
an Illinois limited liability company  
Its: Manager

By: DAS Company, LLC,  
an Illinois limited liability company  
Its: Manager

By: \_\_\_\_\_  
Name: Dominic A. Sergi  
Its: Manager and Sole Member

**Mortgagee:**

**WINTRUST BANK,** an Illinois banking  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Property of Cook County Clerk's Office

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**IN WITNESS WHEREOF**, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

**Tenant:**

**CUSTOM PRINT GRAPHICS, INC.**

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

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

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

**Landlord:**

**CHP AUSTIN, LLC,**  
an Illinois limited liability company

By: SFP Management, LLC,  
an Illinois limited liability company  
Its: Manager

By: DAS Company, LLC,  
an Illinois limited liability company  
Its: Manager

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

Name: *Dominic A. Sergi*

Its: Manager and Sole Member

**Mortgagee:**

**WINTRUST BANK,** an Illinois banking corporation

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

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

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

Property of Cook County Clerk's Office



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**IN WITNESS WHEREOF**, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

**Tenant:**

**CUSTOM PRINT GRAPHICS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Landlord:**

**CHP AUSTIN, LLC,**  
an Illinois limited liability company

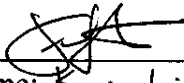
By: SFP Management, LLC,  
an Illinois limited liability company  
Its: Manager

By: DAS Company, LLC,  
an Illinois limited liability company  
Its: Manager

By: \_\_\_\_\_  
Name: Dominic A. Sergi  
Its: Manager and Sole Member

**Mortgagee:**

**WINTRUST BANK,** an Illinois banking corporation

By:  \_\_\_\_\_  
Name: Kevin Lichterman  
Title: Vice President

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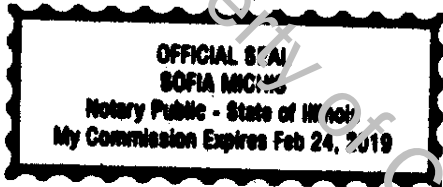


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STATE OF IL )  
 ) SS.  
COUNTY OF Cook )

I, Sofia Michis, a Notary Public in and for said County in the State aforesaid, do hereby certify that Walter Abraham, owner of Custom Point, a(n) \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on Aug 30, 2016.



Sofia Michis  
Notary Public

My Commission Expires: 2-24-2019

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Dominic A. Sergi, the Manager and Sole Member of DAS Company, LLC, an Illinois limited liability company, the manager of SFP Management, LLC, an Illinois limited liability company, the manager of CHP AUSTIN, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager and Sole Member of DAS Company, LLC, an Illinois limited liability company, the manager of SFP Management, LLC, an Illinois limited liability company, the manager of CHP AUSTIN, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of August, 2016.

\_\_\_\_\_  
Notary Public

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

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STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on \_\_\_\_\_, 2016.



\_\_\_\_\_  
Notary Public

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

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Waukegan )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Dominic A. Sergi, the Manager and Sole Member of DAS Company, LLC, an Illinois limited liability company, the manager of SFP Management, LLC, an Illinois limited liability company, the manager of CHP AUSTIN, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager and Sole Member of DAS Company, LLC, an Illinois limited liability company, the manager of SFP Management, LLC, an Illinois limited liability company, the manager of CHP AUSTIN, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of August, 2016.

Sarah Johnston  
Notary Public

My Commission Expires: May 18 2019



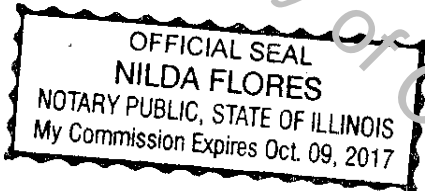
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STATE OF ILLINOIS                    )  
   )  
 COUNTY OF COOK                    )            SS.

I, Nilda Flores, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kevin Lichtman of **WINTRUST BANK**, an Illinois banking corporation, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such V.P., appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of Wintrust Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on 8-30, 2016.

Nilda Flores  
 Notary Public



My Commission Expires: 10-9-2017

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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

A TRACT OF LAND BEING PART OF THE EAST 17 ACRES OF THE WEST 19 1/2 ACRES OF THE EAST FRACTIONAL HALF OF THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID 17 ACRES AND RUNNING THENCE SOUTH 89 DEGREES, 09 MINUTES, 30 SECONDS WEST ON THE NORTH LINE OF SAID NORTHEAST FRACTIONAL QUARTER, 467.99 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID 17 ACRES (AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE); THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID PARALLEL LINE, 561.26 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID PARALLEL LINE 59.43 FEET TO ITS INTERSECTION WITH A LINE 50.0 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (AS MEASURED AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE); THENCE SOUTH 22 DEGREES, 11 MINUTES, 00 SECONDS EAST ALONG SAID PARALLEL LINE, 400.25 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS EAST 111.96 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST 431.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST 268.22 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A TRACT OF LAND BEING PART OF THE EAST 30 ACRES OF THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE EAST 17 ACRES OF THE WEST 19 1/2 ACRES OF THE EAST FRACTIONAL HALF OF THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID 17 ACRES AND RUNNING THENCE SOUTH 89 DEGREES, 09 MINUTES, 30 SECONDS WEST ON THE NORTH LINE OF SAID NORTHEAST FRACTIONAL QUARTER, 467.99 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID 17 ACRES (AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE); THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG

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SAID PARALLEL LINE 620.69 FEET TO ITS INTERSECTION WITH A LINE 50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD (AS MEASURED AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE); THENCE SOUTH 22 DEGREES, 11 MINUTES, 00 SECONDS EAST ALONG SAID PARALLEL LINE 400.25 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 22 DEGREES, 11 MINUTES, 00 SECONDS EAST ALONG SAID PARALLEL LINE 342.20 FEET TO ITS INTERSECTION WITH AN EXTENSION WESTERLY OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 902.77 FEET WEST OF THE LINE BETWEEN SAID SECTIONS 32 AND 33; THENCE NORTH 89 DEGREES, 38 MINUTES, 50 SECONDS EAST ON SAID EXTENDED LINE 308.76 FEET; THENCE NORTH 00 DEGREES, 48 MINUTES, 37 SECONDS WEST 190.66 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST 125.0 FEET; THENCE NORTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST 111.96 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

AN EXCLUSIVE, TEMPORARY PARKING EASEMENT FOR THE BENEFIT OF PARCEL 1, FOR THE PARKING OF MOTOR VEHICLES, AS SET FORTH IN THE PARKING AND ACCESS EASEMENT AGREEMENT RECORDED NOVEMBER 22, 1995 AS DOCUMENT 95812461

**PIN Number:**

10-32-203-018

10-32-203-031

10-32-203-032

10-32-203-033

**Address of Property:**

7111-7183 North Austin Avenue,

Niles, Illinois 60714