

# UNOFFICIAL COPY



## SUBORDINATION AND ATTORNMENT AGREEMENT

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Galanis, Pollack, Jacobs & Johnson, S.C.  
839 North Jefferson Street, Suite 200  
Milwaukee, WI 53202

COOK COUNTY RECORDER OF DEEDS

DATE: 10/20/2016 11:33 AM PG: 1 OF 5

Parcel Identification Number: See Exhibit A

## SUBORDINATION AND ATTORNMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENT AGREEMENT (hereinafter referred to as this "Agreement"), made and effective as of the 22nd day of September, 2016, by **AMERICAN GREEN, INC.**, an Illinois corporation, (hereinafter referred to as "Tenant") to and for the benefit of **ASSOCIATED BANK, NATIONAL ASSOCIATION** (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Tenant has entered into or may hereafter enter into a lease or leases (hereinafter referred to as the "Lease" whether one or more), pursuant to which Tenant has leased certain premises in Cook County, Illinois (hereinafter referred to as the "Premises") as more particularly described in Exhibit A, which is attached hereto and hereby incorporated herein; and

WHEREAS, MARK D. LURVEY AND EILEEN M. LURVEY AS TRUSTEES OF THE MARK D. LURVEY AND EILEEN M. LURVEY JOINT REVOCABLE TRUST DATED JULY 30, 2003 (the "Borrower" has requested Mortgagee to lend to Borrower the principal sum of \$2,800,000.00 to be evidenced by a Loan Agreement and a Promissory Note from Borrower to Mortgagee, secured by, inter alia, a Mortgage of Real Property (hereinafter referred to as the "Mortgage") from Borrower to Mortgagee, encumbering the Premises; and

WHEREAS, as a condition precedent to making the aforesaid loan, Mortgagee requires that Tenant subordinate the Lease, the leasehold interest thereunder, and all right, title, and interest thereunder to the Mortgage; and

WHEREAS, as an inducement to Mortgagee to make the aforesaid loan to Borrower, Tenant desires to agree to the aforesaid requirements of the Mortgage;

IT IS THEREFORE, in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are

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hereby acknowledged, and as an inducement by Tenant to Mortgagee to make the aforesaid loan to Borrower, hereby agreed by the Tenant for the benefit of the Mortgagee as follows:

1. The Lease, the leasehold interest created thereby, and all of the right, title, and interest of Tenant thereunder including any option to extend the term thereof, and any and all other interests of the Tenant in the Premises now existing and hereafter arising shall be and the same hereby are, without further act or deed, declared to and shall hereafter be inferior in right and priority and subject and subordinate in all respect to the Mortgage (and to any and all modifications, amendments, replacements, renewals, and extensions thereof), the lien thereof, and all right, title, and interest of Mortgagee thereunder, and the lien created by the Mortgage shall, at all times, be prior, superior, and paramount to the Lease.

2. Notwithstanding the foregoing subordination of the Lease to the Mortgage, if Borrower defaults under the Mortgage, then, upon the written request of Mortgagee, Tenant shall attorn to Mortgagee, to the same extent and with the same force and effect as though the Lease were directly from Mortgagee to Tenant.

3. In the event of a foreclosure of the Mortgage or other acquisition of title to the Premises by Mortgagee (or by its successor in interest) following a default by Borrower under the Mortgage, Tenant shall attorn to Mortgagee (or to its successor) to the same extent and with the same force and effect as though the Lease were directly from Mortgagee (or from its successor), to Tenant, and, upon the written request of Mortgagee (or its successor), Tenant shall enter into a new lease with Mortgagee (or its successor) for the balance of the term of the Lease, which new lease shall be at the same rental and upon all of the other terms, covenants, and conditions contained in the Lease.

4. Tenant shall notify Mortgagee of any default by Borrower under the Lease which would entitle Tenant to cancel the Lease or abate the rents, additional rents or other sums payable thereunder and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof by Tenant shall be effective unless Mortgagee shall have received notice of the default giving rise to such cancellation and shall have failed, within 30 days after receipt thereof, to cure such default, or if such default cannot be cured within 30 days, has failed to commence and to diligently pursue any action necessary to cure such default.

5. The Tenant agrees that so long as the Mortgage shall remain unsatisfied of record, it will not cause or permit the Lease to be modified or amended in any material respect without the prior written consent of the Mortgagee.

6. This Agreement shall be binding upon Tenant and its successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns.

**7. THE TENANT AND MORTGAGEE HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND TO ANY OF THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY**



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## EXHIBIT A

### PARCEL 1:

ALL OF LOTS 12, 13, 14, 15, 22, 23, 24, AND 25, ALL BEING SITUATED IN ALBERT H. AHRENS HOMESTEAD ACRES SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1947 AS DOCUMENT NO. 14126112.

### PARCEL 2:

LOTS 16, 17, 18, 19, 20, AND 21 ALL IN ALBERT H. AHRENS HOMESTEAD ACRES SUBDIVISION OF THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A LINE DRAWN FROM A POINT 635 FEET NORTH OF THE SOUTH EAST CORNER THEREOF TO A POINT 653 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AS PER PLAT THEREOF RECORDED AUGUST 19, 1947 AS DOCUMENT NO. 14126112. IN COOK COUNTY, ILLINOIS.

THAT PART OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN ALBERT H. AHRENS SUBDIVISION RECORDED JULY 7, 1966, AS DOCUMENT NO. 19878750, THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE WEST LINES OF LOTS 2, 3, 4 AND 5 IN ALBERT H. AHRENS SUBDIVISION AFORESAID, TO THE NORTHWEST CORNER OF SAID LOT 5, THENCE WEST TO THE NORTHEAST CORNER OF LOT 19 IN ALBERT H. AHRENS HOMESTEAD ACRES SUBDIVISION RECORDED AUGUST 19, 1947 AS DOCUMENT NO. 14126112 AND AS CORRECTED BY CERTIFICATE RECORDED SEPTEMBER 23, 1947 AS DOCUMENT NO. 14150720, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 19 AND ALONG THE EAST LINE OF LOT 18, IN ALBERT H. AHRENS HOMESTEAD ACRES SUBDIVISION AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 18, THENCE EAST TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOTS 3, 4 AND 5 IN ALBERT H. AHRENS SUBDIVISION OF PART OF LOT 2 IN ASSESSOR'S DIVISION OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent tax nos.

09-15-306-013-0000  
lot 25  
09-15-306-014-0000  
lot 24  
09-15-306-015-0000  
lot 23  
09-15-306-016-0000  
lot 22  
09-15-306-017-0000  
lot 21  
09-15-306-018-0000  
lot 20  
09-15-306-019-0000  
lot 19  
09-15-306-037-0000  
lot 18  
09-15-306-043-0000  
lot 13 and lot 12  
09-15-306-044-0000  
lots 14,15  
09-15-306-045-0000  
lots 16,17  
09-15-306-049-0000  
unsubdivided pt pcl 2  
09-15-306-052-0000  
lot 3  
09-15-306-053-0000  
lot 4  
09-15-306-054-0000  
lot 5

Address: 2474-2550 East Dempster Street, Des Plaines, Illinois.

*2474 Prairie Ave Des Plaines IL 60018*