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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 14th day of October, 2016, by and between Aldi Inc., an Illinois corporation, whose address is 197 E. Division Road, Valparaiso, Indiana 46383 ("Tenant"), FIRST BANK AND TRUST COMPANY OF ILLINOIS, an Illinois state commercial bank, whose address is 300 E. Northwest Hwy., Palatine, Illinois 60067 ("Lender"), and JAMA INVESTMENTS II, LLC, an Illinois limited liability company, whose address is 7115 W. North Avenue, #256, Oak Park, Illinois 60302 ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord have entered into a certain lease dated April 11, 2016 (the "Lease") covering premises located at 5501 S. Harlem, Chicago, Illinois (the "Premises"), on real property owned by Landlord, more particularly described on Exhibit B-2; and

WHEREAS, Lender has made or has agreed to make a mortgage loan in the original principal amount of \$5,000,000.00 (the "Loan") to Landlord evidenced by a promissory note secured by, among other security, a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") on Landlord's property; and

WHEREAS, the Mortgage, and any other documents or instruments evidencing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Lender has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Lender, Tenant and Landlord agree and covenant as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and Tenant's interest in the Premises under the Lease, are and shall at all times be subject, subordinate, and inferior to the lien of the Loan Documents and to the lien of all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

2. Notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of fixed rent as set forth in the Lease, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any such extension or renewal thereof, except as would be permitted for Landlord to do so.

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3. In addition, notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) 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, Lender will not join Tenant as a party defendant, unless required by law, in any foreclosure action or other proceeding for the purpose of terminating Tenant's interest and estate under the Lease or for any other purpose.

4. If the interests of Landlord in the Premises shall be transferred to and owned by Lender or any purchaser (in either case, a "Successor Landlord") by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure, then: (i) the Successor Landlord and Tenant shall be directly bound to each other under all the terms, covenants and conditions of the Lease for the balance of the term thereof and for any extensions or renewals thereof which may be exercised by Tenant, with the same force and effect as if Lender were the Landlord under the Lease; and (ii) Tenant shall attorn to the Successor Landlord as its landlord, said attornment to be effective and self-operative (without the execution of any further instruments) immediately upon the Successor Landlord's succeeding to the interests of Landlord under the Lease; provided, however, regarding items (i) and (ii) above, that Tenant shall have received written notice from the Successor Landlord that it has succeeded to the interests of Landlord under the Lease. The respective rights and obligations of Tenant and the Successor Landlord upon such attornment shall be and are the same as now set forth in the Lease, from and after the Successor Landlord's succession to the interests of Landlord under the Lease; provided, however, that the Successor Landlord shall not be:

(a) liable for any default of any prior landlord (including Landlord) under the Lease, except to the extent (i) Lender has received notice from Tenant of such default prior to succeeding to such interest, (ii) Lender has had the opportunity to cure the same if applicable, all in accordance with the terms of Section 6 below, and (iii) such default remains ongoing at the time Landlord's interests in the Premises are transferred to the Successor Landlord;

(b) liable for any defenses which Tenant might have against any prior landlord (including Landlord), except to the extent (i) Lender has received from Tenant notice of the default giving rise to such defense, (ii) Lender has had the opportunity to remedy same, if applicable, in accordance with Section 5 below, and (iii) such default remains ongoing at the time Landlord's interests in the Premises are transferred to the Successor Landlord;

(c) bound by any rent which Tenant might have paid for more than the current month;

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is in an escrow or other fund available to Lender; or

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(e) bound by any amendment or modification or waiver of any provision of the Lease made without the consent of Lender subsequent to the date hereof. Said consent shall be deemed given if a response by Lender is not received within 30 days of Landlord's request.

5. Tenant shall not be under any obligation to pay rent to Lender until Tenant shall have received written notice from Lender that Lender has succeeded to the interests of Landlord under the Lease or that Lender has exercised its rights under the Loan Documents, and directing such payments be made to Lender. Landlord by its execution of this Agreement hereby consents to such direct payments made by Tenant to Lender and hereby releases and discharges Tenant of and from all liability to Landlord on account of any such payments. Upon receipt of such notice, Tenant shall make future payments due under the Lease to Lender until notified otherwise in writing in accordance with the terms of the Lease and Tenant shall not be liable to Landlord to account for such payments.

6. (a) Tenant shall notify Lender in writing at the address set forth herein of the occurrence of any default or event of default by Landlord under the Lease which would give Tenant the right to cancel or terminate the Lease; and Tenant will grant to Lender 30 days in addition to the period of time granted to Landlord by the Lease in which to cure Landlord's default, on the condition that Lender shall give Tenant written notice of Lender's intent to cure Landlord's default within 10 business days of receipt of Tenant's notice of Landlord's default. Tenant agrees that it will not terminate or cancel the Lease on account of such default until such notice to Lender has been given, and Lender has had the opportunity to cure any such default. Should Lender fail to so notify Tenant of Lender's intent to cure Landlord's default within said 10 business days, then Tenant shall have all available rights and remedies (including the right to cure Landlord's default) under the Lease, at law and/or in equity. It is expressly understood and agreed that the above shall not be deemed to create any obligation of Lender to cure any such default or defaults.

(b) Lender shall use its best efforts to copy Tenant on any notice of Landlord's default under the Loan Documents at the same time that Lender shall serve a notice of default on Landlord.

7. This Agreement may not be modified or amended, except by writing by all parties hereto. Upon satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

8. Whenever in this Agreement it is provided that notice be given to or served upon any of the parties, each such notice or demand shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: If given or served by the Lender, by mailing the same to the Tenant and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Tenant and Landlord may from time to time designate by notice given to the Lender; and if given or served by the Tenant, by mailing the same to the Lender and Landlord by registered or certified mail, return receipt

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requested, or by overnight courier service provided a receipt is required, addressed to the Lender and Landlord at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Lender and Landlord may from time to time designate by written notice given to Tenant; and if given or served by Landlord, by mailing the same to Tenant and Lender by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Tenant and Lender at the addresses listed on Page 1 of this Agreement, or such other addresses as the Tenant and Lender may from time to time designate by written notice given to Landlord.

9. Notwithstanding any of the provisions of the Mortgage to the contrary, Lender hereby agrees that, so long as no default (as defined in the Lease) has occurred and is continuing under the Lease, Lender agrees that all insurance and condemnation proceeds payable to Tenant under the Lease shall be applied in accordance with the provisions of the Lease.

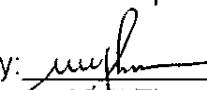
10. Anything herein or in the Lease to the contrary notwithstanding, in the event that Lender shall acquire title to the Premises, or shall otherwise become liable for any obligations of Landlord under the Lease, Lender shall have no obligations, nor incur any liability, beyond Lender's then interest, if any, in the Premises and the Lease, and Tenant shall look exclusively to such interest of Lender, if any, in the Premises and the Lease, for the payment and discharge of any obligations imposed upon Lender hereunder or under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Lender, Tenant shall look solely to the estate or interest owned by Lender in the Premises, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Lender.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Lender's interest as Landlord of the Lease.

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

TENANT:

Aldi Inc.
an Illinois corporation

By: 
Matt Thon, Vice President

Dated: 10/7 2016

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STATE OF INDIANA)
)
COUNTY OF PORTER)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 6th day of Oct, 2016, by Matt Thon, Vice President of Aldi Inc., an Illinois corporation, on behalf of said corporation.

ERIKA A. GORDON
Notary Public, State of Indiana
My Commission Expires 4/25/2020

Erika A. Gordon
Notary Public for Porter Co, Indiana
My commission expires: Apr. 25, 2020

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LENDER:

FIRST BANK AND TRUST COMPANY OF ILLINOIS, an Illinois state commercial bank

By: [Signature]
Name: Steve Waryas
Its: CCO

STATE OF ILLINOIS)
)
COUNTY OF COOK)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 13th day of October 2016 by Steve Waryas, CCO of FIRST BANK AND TRUST COMPANY OF ILLINOIS, an Illinois state commercial bank, on behalf of the bank.

[Signature]

Notary Public for _____

My Commission expires: _____

OFFICIAL SEAL
GABRIELA MCNEANY
Notary Public – State of Illinois
My Commission Expires October 22, 2018

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LANDLORD:

Witnesses:

JAMA INVESTMENTS II LLC,
an Illinois limited liability company

By: [Signature]

Its: AUTHORIZED AGENT

Dated: 10/13 2016

[Signature]
Print Name: RYAN WOODWARD

[Signature]
Print Name: JB Allen

STATE OF ILLINOIS

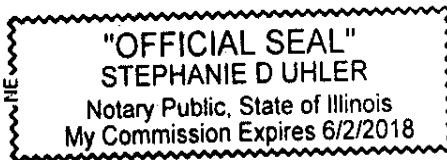
COUNTY OF COOK)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 13th day of October, 2016 by Matthew (a/c), AUTHORIZED AGENT of JAMA INVESTMENTS II LLC, an Illinois limited liability company, on behalf of the company.

[Signature]
Notary Public for Illinois

My Commission expires: 6/2/2018



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Exhibit B-2

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 104 IN FREDERICK H. BARTLETT'S SIXTH ADDITION TO BARTLETT HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 8 IN BLOCK 106 IN FREDERICK H. BARTLETT'S SIXTH ADDITION TO BARTLETT HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF ARCHER AVENUE WITH THE EAST LINE OF HARLEM AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF HARLEM AVENUE, A DISTANCE OF 125 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 22.00 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE SAID EAST LINE OF HARLEM AVENUE, A DISTANCE OF 40.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 70.00 FEET, A DISTANCE OF 109.90 FEET TO A POINT OF TANGENCY; THENCE EAST IN A STRAIGHT LINE, A DISTANCE OF 8.00 FEET TO A POINT ON THE EAST LINE OF LOT 8; THENCE NORTH ALONG SAID EAST LINE OF LOT 8, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF LOT 8; THENCE WEST ALONG SAID SOUTH LINE OF ARCHER AVENUE, A DISTANCE OF 100 FEET TO THE POINT BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 9 THRU 13 (EXCEPT THE WEST 22 FEET OF SAID LOTS) IN BLOCK 106 IN FREDERICK H. BARTLETT'S SIXTH ADDITION TO BARTLETT HIGHLANDS IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 32 IN BLOCK 106 IN FREDERICK H. BARTLETT'S SIXTH ADDITION TO BARTLETT HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
TOGETHER WITH
LOT 31 IN BLOCK 106 IN FREDERICK H. BARTLETT'S SIXTH ADDITION TO BARTLETT HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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