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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/05/2017 11:59 AM PG: 1 OF 6

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Property of Cook County Clerk's Office

DOCUMENT COVER SHEET

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 28th day of October, 2016, by and between, **INLAND BANK AND TRUST**, a Illinois corporation ("Lender") and **ADVANCE STORES COMPANY, INCORPORATED**, 5008 Airport Road, Roanoke, Virginia 24012 ("Tenant").

WITNESSETH:

WHEREAS, by the Lease dated June 28, 2006 (the "Lease") Tenant has leased from National Properties, L.L.C. ("Landlord"), those certain premises consisting of approximately 7,000 square feet situated in the Bellwood Plaza Shopping Center located at 317-325 and 333 Mennheim Road, Bellwood, Illinois, as more particularly described in the Lease (the "Leased Premises").

WHEREAS, Lender is the holder of a mortgage on the Leased Premises, given to Lender by Landlord dated as of October 28th, 2016, recorded on 10-31, 2016, in the Office of the Recorder of Deeds of Cook County, Illinois, in Book N/A at Page N/A, as Document No. 1630510180 (collectively referred to herein with any other documents securing the deb. secured by such mortgage as the "Mortgage").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lender hereby consents to the Lease.
2. The Lease is and shall be subject and subordinate at all times to the lien of the Mortgage and to all renewals, replacements and extensions of the Mortgage to the full extent of the principal sum secured thereby and interest thereon.
3. In the event Lender shall commence an action to foreclose the Mortgage or to obtain a receiver of the Leased Premises, or shall foreclose the Mortgage by advertisement, entry and sale according to any procedure available under the laws of the state, Tenant shall not be joined as a party defendant in any such action or proceeding and Tenant shall not be disturbed in its possession of the Leased Premises, so long as Tenant is not in default under any of the material terms, covenants, or conditions of the Lease beyond any applicable cure period provided in the Lease.
4. In the event Lender shall acquire the Leased Premises upon foreclosure, or by deed in lieu of foreclosure, or by any other means:

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- (a) Tenant shall be deemed to have made a full and complete attornment to Lender as Landlord under the Lease so as to establish direct privity between Lender and Tenant; and
- (b) All rights and obligations under the Lease shall continue in full force and shall be enforceable with the same force and effect as if the Lease had originally been made and entered into directly by and between Lender as Landlord thereunder, and Tenant; and
- (c) Lender shall recognize and accept the rights of Tenant and shall thereafter assume the obligations of Landlord under the Lease.
5. Nothing herein contained shall impose any obligations upon Lender to perform any of the obligations of Landlord under the Lease, unless and until Lender shall become owner or mortgagee in possession of the Leased Premises.
6. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given (a) upon receipt if delivered personally; (b) two (2) business days after being deposited into the U.S. mail if being sent by certified or registered mail, return receipt requested, postage prepaid; or (c) one (1) business day after being sent by reputable overnight air courier service (i.e., Federal Express, Airborne, etc.) with guaranteed overnight delivery, and addressed as follows:

If to Lender: **INLAND BANK AND TRUST**
6111 West Dempster Street
Morton Grove, Illinois 60053

If to Tenant: **ADVANCE STORES COMPANY, INCORPORATED**
5008 Airport Road
Roanoke, Virginia 24012
Attention: Real Estate Department

Copy to: **ADVANCE STORES COMPANY, INCORPORATED**
5008 Airport Road
Roanoke, Virginia 24012
Attention: Legal Department

Either party, at any time and from time to time (by providing notice to the other party in the manner set forth above), may designate a different address or person, or both, to whom such notice may be sent.

7. This Agreement shall be binding upon and inure to the benefit of any person or entity acquiring rights to the Leased Premises by virtue of the Mortgage, and the successors, administrators and assigns of the parties hereto.

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- 8. No fixtures, furnishings, inventory, equipment or other personal property of Tenant are subject to the lien of the Mortgage.

IN WITNESS WHEREOF, this Agreement has been signed and sealed on the day and year first above set forth.

Attest:

Lender:

Uzma Ahmed
Shiqin Strajedli

INLAND BANK AND TRUST

By: WCH
 Name: William Charas
 Title: SVP

STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

THE undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that WILLIAM CHARAS personally known to me to be the SENIOR VICE PRESIDENT of INLAND BANK & TRUST, a BANKING CORPORATION, and personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such SENIOR VICE PRESIDENT he signed and delivered the said instrument pursuant to authority duly given to him by said BANKING CORP.

Given under my hand and seal this 29th day of NOVEMBER, 2016.

Cindy A. Kocyk
 Notary Public

My Commission Expires: 5/6/18



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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOTS 336, 337, 338 AND 339 (EXCEPT THE EAST 20 FEET OF SAID LOTS DEDICATED FOR PUBLIC ALLEY) IN CUMMINGS AND FOREMAN'S REAL ESTATE CORPORATION RESUBDIVISION OF PART OF MIAMI PARK IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 159 (EXCEPT THE EAST 20 FEET THEREOF DEDICATED FOR PUBLIC ALLEY) IN FIRST ADDITION TO CUMMINGS AND FOREMAN REAL ESTATE CORPORATION RESUBDIVISION OF PART OF MIAMI PARK IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 329 TO 335 BOTH INCLUSIVE (EXCEPT THE EAST 20 FEET THEREOF DEDICATED FOR PUBLIC ALLEY) IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION RESUBDIVISION OF PART OF MIAMI PARK IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

- 15-09-300-003
- 15-09-300-004
- 15-09-300-012
- 15-09-300-092
- 15-09-300-099

ADDRESS:

317-325 Mannheim Road
 333 Mannheim Road
 Bellwood, Illinois 60104

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