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RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/22/2017 03:16 PM PG: 1 OF 10

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

PREPARED BY:

Linde Carley
Real Estate Legal Department
Family Dollar, Inc.
10301 Monroe Rd.
Matthews, NC 28105

AFTER RECORDING RETURN TO:

Stewart Title Guaranty Company
10 S Riverside Plaza, Suite 1450
Chicago, IL 60606
File: 17000031359

Stewart Title NTS- Chicago
10. South Riverside Plaza, Suite 1450
Chicago, IL 60606
PH: 312-849-4400
File No. 17000031359

3 OF 5

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STATE OF ILLINOIS

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

COUNTY OF COOK

THIS AGREEMENT made and entered into as of this 20th day of June, 2017, by and among **10630 LOVELAND, LLC (50%) AND 10630 LOVELAND MADERIA, LLC (50%)**, together as tenants in common, each an Ohio limited liability company, whose address is: c/o Fred Fernich, 6398 Brava Way, Boca Raton, Florida 33433, ("Landlord"), **FIRST INTERNET BANK OF INDIANA**, whose address is: 11201 USA Parkway, Fishers, Indiana 46037, ("Lender"), and **FAMILY DOLLAR, INC.**, a North Carolina corporation, whose address is: Post Office Box 1017, Charlotte, North Carolina 28201-1017, ("Tenant");

WITNESSETH:

- A. Tenant entered into Lease Agreement dated June 30, 2015, as amended by First Amendment to Lease Agreement dated April 29, 2016, (the "Lease") with Landlord for premises located at 803 Lincoln Highway, in the City of Ford Heights, County of Cook, State of Illinois, demised to Tenant (the "Demised Premises") as shown on the site plan attached as Exhibit A to the Lease which is incorporated herein by reference.
- B. Lender intends to make a loan to Landlord to be secured by a mortgage or deed of trust (the "Mortgage") on the demised premises.
- C. Tenant and Lender desire to confirm their agreement with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below and other good and valuable consideration, the parties hereto agree as follows:

1. The Lease is and shall be subordinate to the lien of the Mortgage and to all renewals, modifications and extensions thereof subject to the terms of this Agreement.
2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, the nonperformance of which would entitle Landlord to terminate the Lease, (i) Tenant's possession of the demised premises and Tenant's rights and privileges under the Lease, and any extensions or renewals thereof or acquisition of additional space which may be effected in accordance with any option therefore in the Lease, shall not be diminished or interfered with by Lender in the exercise of any of its rights under the Mortgage, (ii) Tenant's occupancy of the demised premises shall not be disturbed by Lender in the exercise of any of its rights under the Mortgage during the term of the Lease or any such extensions or renewals thereof, and (iii) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.

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3. If the interest of Landlord shall be acquired by Lender or by anyone claiming an interest in the Demised Premises by or through Lender including any purchaser at a foreclosure sale ("Successor Landlord") by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of Lender or by deed in lieu of foreclosure, then Tenant and Lender or such Successor Landlord shall be bound to each other under all of the terms of the Lease for the balance of the term thereof remaining including any extensions or renewals thereof elected by Tenant, with the same force and effect as if Lender or such Successor Landlord were the Landlord under the Lease and Tenant hereby attorns to Lender or such Successor Landlord as the Landlord under the Lease, such attornment to be automatically effective without the execution of any further instrument. Notwithstanding the foregoing, Tenant shall be under no obligation to pay rent to Lender or to such Successor Landlord until Tenant has received written notice from Lender or such Successor Landlord that it has acquired the interest of the Landlord in the Demised Premises, which notice shall be accompanied by reasonable documentation evidencing such acquisition. The respective rights and obligations of Tenant and Lender or such Successor Landlord upon such attornment shall be as set forth in the Lease, including Tenant's right to such rent credits, if any, for leasehold improvements as are described in the Lease, it being the intention of the parties 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.

4. Landlord hereby agrees that if Lender notifies Tenant that Lender is entitled to receive the rent and/or any other payments including reimbursements, if any, due under the Lease pursuant to an Assignment of Rents or any other instrument or agreement signed by Landlord, then Tenant will be entitled to comply with said instrument upon being furnished a copy of it by Landlord or Lender, and Tenant may rely on any assertion by Lender that Lender is entitled to receive the rents (and if applicable, other payments due under the Lease), whether due to Landlord's default under the Mortgage, or otherwise, and Tenant will have no obligation to make any independent determination as to whether the assertions of Lender are true. Any rent or other sums paid to Lender upon Lender's demand shall be deemed to be payments to Landlord pursuant to the Lease.

5. This Agreement will automatically expire upon the occurrence of either of the following: (i) The term of the Lease will expire or the Lease shall be terminated, or (ii) the loan secured by the Mortgage will be paid in full by the Landlord such that neither Lender nor anyone claiming by or through Lender has an interest in the Demised Premises and the Mortgage will be released of record.

6. This Agreement may not be cancelled or modified except by an agreement in writing signed by Lender and Tenant or their respective successors. This Agreement is contingent upon full execution by all parties, with a fully executed copy returned to Tenant within thirty (30) days of the date hereinabove written. In the event a fully executed copy has not been returned to Tenant within said period, Tenant's execution hereon shall be considered revoked and this Agreement shall be null and void and of no further force or effect as to Tenant.

7. This Agreement and the rights and obligations hereunder of the Landlord, Tenant, and Lender will bind and inure to the benefit of their respective heirs, successors and assigns.

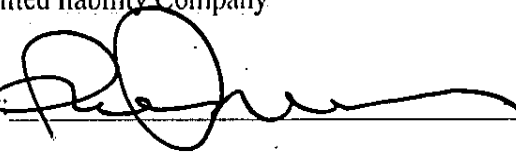
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed.

Witness:

LANDLORD
10630 LOVELAND, LLC (50%) AND 10630
LOVELAND MADERIA, LLC (50%),
together as tenants in common, each an ~~Illinois~~ Ohio
limited liability Company



By: 

Name: Peter Manganera

Title: Authorized Representative

Attest:

LENDER
FIRST INTERNET BANK OF INDIANA

Secretary

By: _____

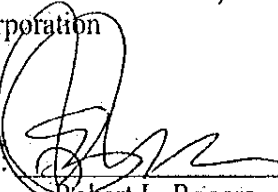
Name: _____

Title: _____

ATTEST:

TENANT
FAMILY DOLLAR, INC., a North Carolina
corporation


Thomas E. Schoenheit
Assistant Secretary

By: 
Robert L. Rogers
Senior Vice President -- Real Estate

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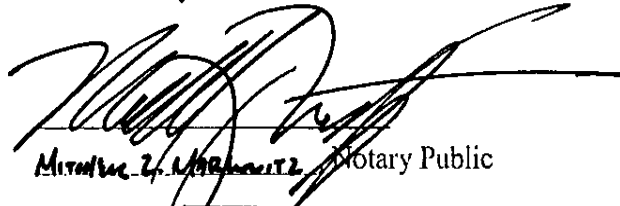
STATE OF NEW YORK

NOTARY

COUNTY NEW YORK

I, MITCHELL Z. MARKOWITZ a Notary Public in and for the aforesaid State and County, do hereby certify that PETER MANWARINO personally appeared before me this day and that by the authority duly given and on behalf of **10630 LOVELAND, LLC AND 10630 LOVELAND MADERIA, LLC**, acknowledged the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 19TH day of JUNE, 2017.


MITCHELL Z. MARKOWITZ, Notary Public

My Commission Expires:

10/13/19

MITCHELL Z. MARKOWITZ
Notary Public, State of New York
Registration #02MA6331576
Qualified In Kings County
Commission Expires Oct. 13, 2019

STATE OF _____

NOTARY

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid State and County, do hereby certify that _____ personally appeared before me this day and that by the authority duly given and on behalf of **FIRST INTERNET BANK OF INDIANA** acknowledged the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the _____ day of _____, 2017.

_____, Notary Public

My Commission Expires:

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed.

Witness:

LANDLORD
10630 LOVELAND, LLC (50%) AND 10630 LOVELAND MADERIA, LLC (50%),
together as tenants in common, each an Illinois limited liability Company

By: _____

Name: _____

Title: _____

Attest:

LENDER
FIRST INTERNET BANK OF INDIANA

Secretary

By: _____

Name: _____

Title: _____

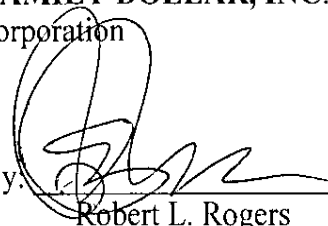
ATTEST:

TENANT
FAMILY DOLLAR, INC., a North Carolina corporation



Thomas E. Schoenheit
Assistant Secretary

By: _____



Robert L. Rogers
Senior Vice President – Real Estate

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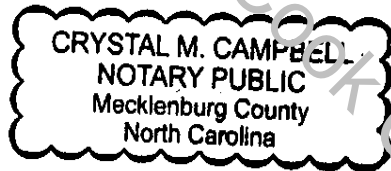
STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Crystal M. Campbell, a Notary Public in and for the aforesaid State and County, do hereby certify that **ROBERT L. ROGERS** and **THOMAS E. SCHOENHEIT**, Senior Vice President – Real Estate and Assistant Secretary, respectively, of **FAMILY DOLLAR INC.**, a North Carolina corporation, personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 13 day of June, 2017.



Crystal M. Campbell
Crystal M. Campbell, Notary Public

My Commission Expires:
January 6, 2018

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed.

Witness:

LANDLORD
10630 LOVELAND, LLC (50%) AND 10630
LOVELAND MADERIA, LLC (50%),
together as tenants in common, each an Illinois
limited liability Company

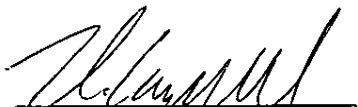
By: _____

Name: _____

Title: _____

Attest:

LENDER
FIRST INTERNET BANK OF INDIANA


Secretary WITNESS


By:  _____

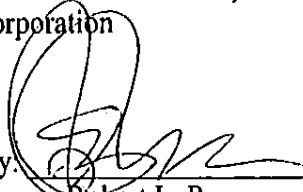
Name: TIMOTHY L. BLACK

Title: VICE PRESIDENT

ATTEST:

TENANT
FAMILY DOLLAR, INC., a North Carolina
corporation


Thomas E. Schoenheit
Assistant Secretary

By:  _____

Robert L. Rogers
Senior Vice President - Real Estate

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STATE OF _____

NOTARY

COUNTY _____

I, _____, a Notary Public in and for the aforesaid State and County, do hereby certify that _____ personally appeared before me this day and that by the authority duly given and on behalf of **10630 LOVELAND, LLC AND 10630 LOVELAND MADERIA, LLC**, acknowledged the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the _____ day of _____, 2017.

_____, Notary Public

My Commission Expires:

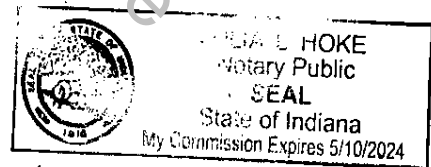
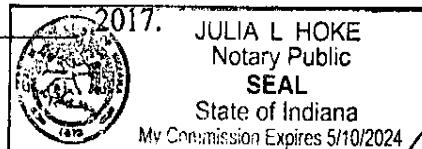
STATE OF INDIANA

NOTARY

COUNTY OF HAMILTON

I, Julia L. Hoke, a Notary Public in and for the aforesaid State and County, do hereby certify that TIMOTHY L. BLACK personally appeared before me this day and that by the authority duly given and on behalf of **FIRST INTERNET BANK OF INDIANA** acknowledged the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 14TH day of JUNE, 2017.



Julia L. Hoke
(State of Indiana) Notary Public

My county of residence: Marion
My Commission Expires:
5/10/24

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Exhibit A

Real Estate Legal Description

Parcel 1:

The North 133 feet of the South 266 feet of the West 133 feet of the South 441 feet of Block 5 in Park Addition to Chicago Heights, being a subdivision of the South 784 feet of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The South 133 feet of the East 158 feet of Block 5 in Park Addition to Chicago Heights, being a subdivision of the South 784 feet of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; Except therefrom that part conveyed to the People of the State of Illinois, Department of Transportation by Warranty Deed recorded as Document Number 0733846142.

Parcel 3:

The North 183 feet of the South 316 feet of the East 133 feet of Block 5 in Park Addition to Chicago Heights, being a subdivision of the South 784 feet of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

A perpetual, permanent, and non-exclusive easement over and across the First Party Reciprocal Cross Easement Area as described in the Reciprocal Cross Access Easement Agreement dated April 13, 2016 and recorded April 18, 2016 as Document Number 1510916059 for pedestrian and vehicular access, ingress, and egress.

C/K/A: 803 E. Lincoln Hwy, Ford Heights, IL

PIN: 32-23-113-023-0000

32-23-113-012-0000

32-23-113-026-0000