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Prepared By *one*

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When Recorded Mail To:

KAREN A. YARBROUGH

Bofi Federal Bank
4350 La Jolla Village Drive, Ste. 140
San Diego, California 92122
Attn: Loan Servicing

COOK COUNTY RECORDER OF DEEDS

DATE: 06/30/2017 12:15 PM PG: 1 OF 12

GIT SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT ("Non-Disturbance Agreement"), is made as of April 26, 2017, among Tsumotu Yamaji whose address is 222 S. Morgan Street, Unit 4D Chicago, IL 60607 ("Landlord"), Successors in Interest to Cornelia Lincoln Acquisitions, LLC., an Illinois Limited Liability Company, and Wilshire Homes Development Corp, an Illinois Corporation whose address is 1363 Shermer Road Suite 100, Northbrook, IL 60062 ("Tenant"), for the benefit of BOFI FEDERAL BANK, a federal savings bank, whose address is 4350 La Jolla Village Drive, Ste. 100, San Diego, California 92122, Attn: Chief Credit Officer ("Lender"), with reference to the following:

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated March 17, 2017, including any amendments thereto that were both (i) entered into prior to the date hereof and (ii) submitted to Lender for its review during the due diligence for the Loan (collectively "Lease"), with respect to that certain real property having an address at 2151 W. Division Street, Chicago, IL 60622 ("Property"), all or a portion of which does now or shall in the future constitute the demised premises ("Leased Premises"), for the term and on the conditions set forth in the Lease.

B. Landlord has executed, is executing or will execute a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust") for the benefit of Lender, encumbering Landlord's fee interest in the Property and appurtenant easements as security for repayment of a loan made by Lender to Landlord ("Loan"). The Loan is evidenced by a promissory note ("Note") made by Landlord in favor of Lender.

C. Tenant and Lender wish to expressly subordinate the leasehold estate under the Lease to the lien of the Deed of Trust, and to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Non-Disturbance Agreement.

TERMS OF THE AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, Lender and Tenant agree as follows:

1. No material amendment or modification of the Lease extending or terminating the Lease, or any provision regarding the rent due and payable thereunder, or the respective rights and obligations of the parties in case of casualty or condemnation or the use or disposition of proceeds of insurance or condemnation, is effective without the prior written consent of Lender. Tenant shall not prepay any rent under the Lease more than one month in advance without the prior written consent of Lender unless required under the terms of the Lease.

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2. Tenant hereby subordinates its leasehold interest in the Property and all of Tenant's rights under the Lease, including without limitation, any option, right of first refusal or right of first offer to purchase the Property or any portion thereof, to the lien of the Deed of Trust and all extensions, renewals, modifications, consolidations and replacements of the Note and Deed of Trust, to the full extent of all obligations secured by the Deed of Trust; and the Deed of Trust shall unconditionally be and at all times remain a lien or charge on the Property, prior to and superior to the Lease and leasehold interest of Tenant. Tenant and Landlord acknowledge and agree that any future deed of trust executed by Landlord in favor of Lender as beneficiary thereunder and encumbering the Property, shall be deemed to be included within the term "Deed of Trust" as defined herein, and that it is the intent of Lender, Tenant and Landlord that the rights and obligations established under this Non-Disturbance Agreement shall apply with equal force and effect to any such future deed of trust. Tenant and Landlord also agree that, except as expressly permitted under the Lease, any subletting of the Leased Premises or portion thereof, assignment of the Lease, (including, without limitation, assignment by operation of law), or other direct or indirect transfer of Tenant's interest in the Lease Premises (collectively, a "Tenant Transfer") shall not be permitted without the prior written consent of Lender, and any Tenant Transfer in violation of this provision shall be null and void (it being understood that any Tenant Transfer expressly permitted under the Lease shall be governed by the Lease as long as such Tenant Transfer would not cause Landlord to violate its obligations under the Deed of Trust or other Loan Documents, as such term is defined in the Deed of Trust). Landlord and Tenant further agree that Lender shall not be bound by any amendment or modification made to the Lease (as "Lease" is defined in Paragraph A of the recitals hereto) without Lender's prior written consent; however, Lender, in its sole discretion, may choose to be so bound if it elects to do so in writing at a later date.

3. Notwithstanding anything in Paragraph 2 above to the contrary, so long as no Event of Default (as defined in the Lease) has occurred and remains uncured, then:

(a) Tenant's rights under the Lease shall not be affected and Tenant's possession of the Leased Premises under the Lease, or any extensions or renewals thereof that may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Lender, prior to or after any foreclosure sale, or sale under private power pursuant to the Deed of Trust, provided that Tenant complies with the provisions of Paragraph 4 below,

(b) Lender or such other purchaser or successor-in-interest shall recognize the leasehold estate of Tenant, subject to the applicable provisions of this Non-Disturbance Agreement, under all of the terms, covenants and conditions of the Lease for the remaining balance of the term with the Lease, force and effect as if Lender or such other purchaser or successor-in-interest were the landlord under the Lease except as superseded by this Non-Disturbance Agreement and the Deed of Trust; and

(c) The succession of Lender or such other purchaser or successor-in-interest to the interest of Landlord under the Lease shall not interfere or otherwise interrupt Tenant in its use and quiet enjoyment of the Leased Premises pursuant to the Lease.

4. In consideration of Lender's covenants under Paragraph 3 above, in the event Lender or any other purchaser at a foreclosure sale or sale under private power contained in the Deed of Trust, succeeds to the interest of Landlord under the Lease by reason of any foreclosure of the Deed of Trust or the acceptance by Lender of a deed in lieu of foreclosure or by any other method, it is agreed that Tenant shall recognize and be bound to Lender or such other purchaser, and to any and all successors-in-interest to Lender or such other purchaser, under all the terms, covenants and conditions of the Lease for the remaining balance of the term of the Lease, with the same force and effect as if Lender or such other purchaser or successor-in-interest were the landlord under the Lease, and Tenant hereby agrees to attorn to Lender or to such other purchaser or successor-in-interest as its landlord; and such attornment shall be effective and self-operative without the execution of any further instruments on the part of any parties to this Non-Disturbance Agreement, immediately upon Lender's or other purchaser's or successor-in-interest's succeeding to the interest of Landlord under the Lease. Neither Lender nor any successor-in-interest thereto is liable for any act or omission of any prior landlord (including, without limitation, Landlord) under the Lease. This Non-Disturbance Agreement shall not be construed as waiver by Lender of any of its rights under the Deed of Trust or the Loan Documents (as such term is defined in the Deed of Trust),

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and the Deed of Trust and the Loan Documents (as such term is defined in the Deed of Trust) remain in full force and effect and shall be complied with in all respects by Landlord.

5. Tenant agrees to pay to Lender as assignee of the rents and other payments under the Lease that come due to Landlord under the terms of the Lease after the time Tenant receives written notice from Lender requesting that such sums be paid to Lender. Such payment to Lender by Tenant shall continue, subject to the terms and conditions and rights of Tenant under the Lease, until the first to occur of the following: (i) no further amounts are payable by Tenant under the Lease; (ii) Lender gives Tenant written notice that the rents and other payments be paid to Landlord; or (iii) Lender gives Tenant written notice that a purchaser has succeeded to the interests of Landlord and Lender under the Lease, after which time the rents and other payments will be paid as directed by such purchaser. Landlord specifically consents to the foregoing. Tenant agrees, for the benefit of Lender, that from and after the date hereof, Tenant shall not terminate or seek to terminate the Lease by reason of any act or omission of the Landlord thereunder or for any other reason until Tenant will have given written notice to Lender pursuant to the notice provisions hereof.

6. Landlord agrees that Tenant will be entitled to rely on the notices given by Lender and further agrees that Tenant will be entitled to full credit under the Lease for any rents and other payments made in accordance with Paragraph 5 of this Non-Disturbance Agreement to the same extent as if such payments were made directly to Landlord.

7. Tenant shall not exercise any abatement, offset or deduction from rent or other sums payable by Tenant under the Lease, or exercise any right to terminate the Lease, unless and until (i) Tenant has delivered to Lender the same written notice delivered to Landlord at substantially the same time such notice is delivered to Landlord, describing with reasonable specificity each event of default claimed by Tenant to exist and requesting Lender to cure such event of default; and (ii) such event of default is not cured within the cure period, if any, specified in the Lease.

8. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, Tenant agrees to execute and deliver to Lender (or to any person to whom Tenant agrees to attorn) such other instruments as either shall reasonably request in order to comply with these provisions. If Lender acts as landlord regarding the Leased Premises pursuant to the provisions of this Non-Disturbance Agreement, but without limiting Lender's rights pursuant to Paragraph 9 hereof, with respect to any action Lender may be expected to take consistent with the Lease, Lender shall be entitled to an extended cure period that is equal to the longer of either (i) the amount of time reasonably needed for Lender to cure the issue or (ii) sixty days beyond the outside deadline provided in the Lease for Landlord to take any action specified in the Lease that could be required of Landlord (it being understood that this provision shall not be construed to create any obligation on the part of Lender to remedy any act or omission, whether arising under the Lease or otherwise).

9. Nothing in this Non-Disturbance Agreement is intended to constitute an agreement by Lender to perform any obligation of Landlord as landlord under the Lease prior to the time Lender obtains title to the Property by power of sale, judicial foreclosure or transfer in lieu thereof.

10. Landlord and Tenant acknowledge that Lender shall now or hereafter extend credit to Landlord in reliance upon the statements of Landlord and Tenant as set forth above.

11. The provisions of this Non-Disturbance Agreement shall be binding upon and shall inure to the benefit of the parties to this Non-Disturbance Agreement and their respective heirs, representatives, successors and assigns.

12. Landlord and Tenant each shall serve upon Lender a copy of any notice given to the other party under the Lease, in the same manner provided for notice under the Lease. With respect to notices given under this Non-Disturbance Agreement, all notices to Lender, Landlord or Tenant shall be sent by personal delivery, or by certified U.S. mail, return receipt requested, or by Federal Express or other nationally recognized overnight commercial mail service, to the address given for each such party at the

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beginning of this Non-Disturbance Agreement, and shall be deemed given upon personal delivery, or three (3) days after such deposit in the U.S. mail, postage prepaid, as the case may be, or on the date of scheduled delivery if sent by Federal Express or other nationally recognized commercial mail service.

13. This Non-Disturbance Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single document. This Agreement is the whole and only agreement with regard to the subjection and subordination of the Lease and the leasehold estate created thereby together with all rights and privileges of Tenant or any other lessee thereunder to the lien and charge of the Deed of Trust and shall supersede and cancel (but only insofar as would affect the priority between the Deed of Trust and the Lease) any prior agreements as to such subjection or subordination, including, without limitation, those provisions, if any, contained in the Lease that provide for the subjection or subordination of the Lease and the leasehold estate created thereby to a deed or deeds of trust or to a mortgage or mortgages.

14. Neither this Non-Disturbance Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by Tenant and Lender.

15. The recitals and all exhibits attached hereto and referred to herein are true and correct and are hereby incorporated herein by reference.

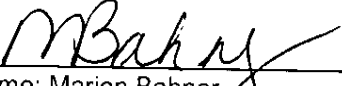
16. This Non-Disturbance Agreement shall be executed in recordable form and shall be recorded in the Official Records of the County in which the Property is located at the request of Tenant or Lender.

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To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

Lender:

BOFI FEDERAL BANK, a federal savings bank

By 
Name: Marion Bahner
Operations Manager, FVP

Tenant:

Wilshire Homes Development Corp., an Illinois Corporation

By _____
Name _____
Its _____

ACKNOWLEDGMENT BY LANDLORD

Landlord as "Trustor" under the Deed of Trust acknowledges and agrees that this Non-Disturbance Agreement does not constitute a waiver by Lender of any of its rights under the Loan or the Deed of Trust and/or in any way release Landlord from its obligations to comply with the terms, covenants and conditions of the Loan, the Deed of Trust or any of the other Loan Documents (defined in the Deed of Trust). Landlord joins in the provisions appearing above as they apply to Landlord.

Landlord:

Tsumotu Yamaji, Successors in Interest to,
Cornelia Lincoln Acquisitions, LLC, an Illinois
Limited Liability Company

By _____
Name _____
Its _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.

On 5/12/17 before me,

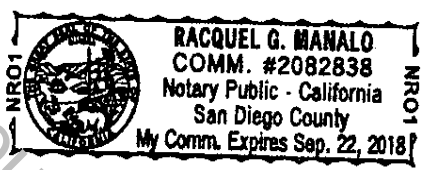
Racquel G. Manalo (insert name and title of the officer)
personally appeared Marion Bahner

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

COOK County Clerk's Office

UNOFFICIAL COPY

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

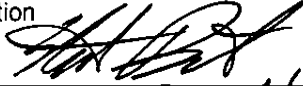
Lender:

BOFI FEDERAL BANK, a federal savings bank

By _____
Name _____
Its _____

Tenant:

Wilshire Homes Development Corp., an Illinois Corporation

By 
Name Stan Bernshteyn
Its _____

ACKNOWLEDGMENT BY LANDLORD

Landlord as "Trustor" under the Deed of Trust acknowledges and agrees that this Non-Disturbance Agreement does not constitute a waiver by Lender of any of its rights under the Loan or the Deed of Trust and/or in any way release Landlord from its obligations to comply with the terms, covenants and conditions of the Loan, the Deed of Trust or any of the other Loan Documents (defined in the Deed of Trust). Landlord joins in the provisions appearing above as they apply to Landlord.

Landlord:

Tsumotu Yamaji, Successors in Interest to,
Cornelia Lincoln Acquisitions, LLC, an Illinois
Limited Liability Company

By _____
Name _____
Its _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

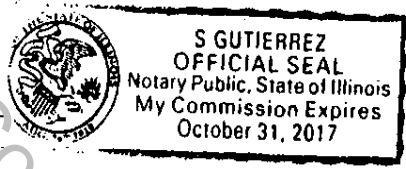
On 5/3/17 before me,
S Gutierrez
Stan Bernshteyn (insert name and title of the officer)

personally appeared in person
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

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To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

Lender:

Tenant:

BOFI FEDERAL BANK, a federal savings bank

Wilshire Homes Development Corp., an Illinois Corporation

By _____
Name _____
Its _____

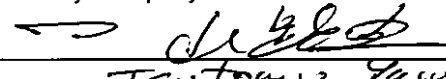
By _____
Name _____
Its _____

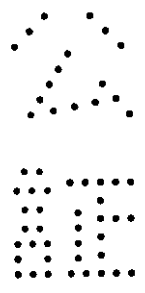
ACKNOWLEDGMENT BY LANDLORD

Landlord as "Trustor" under the Deed of Trust acknowledges and agrees that this Non-Disturbance Agreement does not constitute a waiver by Lender of any of its rights under the Loan or the Deed of Trust and/or in any way release Landlord from its obligations to comply with the terms, covenants and conditions of the Loan, the Deed of Trust or any of the other Loan Documents (defined in the Deed of Trust). Landlord joins in the provisions appearing above as they apply to Landlord.

(Landlord):

(Tsumōtu Yamaji), Successors in Interest to,
Cornelia Lincoln Acquisitions, LLC, an Illinois
Limited Liability Company

By 
Name Tsumōtu Yamaji
Its _____



Property of Cook County Clerk's Office

囑託人 山路 孟 の代理人 中川 翼 は、当公証人の面前で囑託人が添付書面にある囑託人の署名を自認した旨陳述した。

以上

よって、これを認証する。

平成 29 年 6 月 21 日、本公証人役場において

大阪市西区江戸堀1丁目10番8号

大阪法務局所属

公証人

Notary

高田 泰治



Yasuharu TAKADA

証 明

上記署名は、大阪法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成 29 年 6 月 21 日

大阪法務局長

森木田 邦裕



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: JAPAN

This public document

2. has been signed by **Yasuharu TAKADA**

3. acting in the capacity of Notary of the Osaka Legal Affairs Bureau

4. bears the seal/stamp of **Yasuharu TAKADA, Notary**
Certified

5. at Osaka

6. JUN. 21. 2017

7. by the Ministry of Foreign Affairs

8. 17-No. 003867

9. Seal/stamp:

10. Signature



Naomi Asano

Naomi ASANO

For the Minister for Foreign Affairs

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Registered No, 368 of 2017

NOTARIAL CERTIFICATE

This is to certify that Tsubasa Nakagawa, an agent of Tsutomu Yamaji has stated in my very presence that said Tsutomu Yamaji acknowledged himself to have signed to the attached document.

Dated this 21st. day of June, 2017

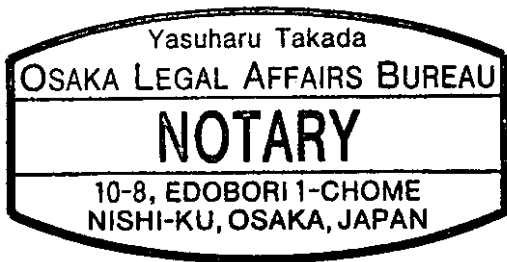
Osaka Legal Affairs Bureau

Notary

Yasuharu Takada

Yasuharu Takada

10-8, Edobori 1-chome Nishi-ku, Osaka Japan



Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description of the Property

PARCEL 1: LOT 23 AND THE WEST 4 FEET OF LOT 22 IN THE SUBDIVISION OF THE NORTH PART OF BLOCK 2 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1: THE WEST 8 FEET OF LOT 21 AND THE EAST 20 FEET OF LOT 22 IN THE SUBDIVISION OF THE NORTH PART OF BLOCK 2 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-06-302-002

17-06-302-003

Property address:

2151-2153 W. Division St., Chicago, IL 60622

Property of Cook County Clerk's Office