



1719329073

Doc# 1719329073 Fee \$68.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/12/2017 02:03 PM PG: 1 OF 16

PREPARED BY AND (This Space for Recording Use Only)

THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:

WALGREEN CO.
104 Wilmot Road, MS 1432
Deerfield, Illinois 60015
Real Estate Law Department
Store # 4233/Lease ID # 001

8984603
3 of 3

CW

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 7th day of July, 2017, by and between THE OHIO NATIONAL LIFE INSURANCE COMPANY, a Ohio corporation ("Mortgagee"), WESTERN SPRINGS NATIONAL BANK AND TRUST, AS TRUSTEE, U/T/A/D AUGUST 1, 1996 TRUST NO. 3548, and Patty Markos, the sole beneficiary of said trust ("Landlord") and BOND DRUG COMPANY OF ILLINOIS LLC., an Illinois corporation ("Tenant");

WESTERN SPRINGS BANK AND TRUST COMPANY, F/K/A

WITNESSETH:

WHEREAS, Mortgagee is the holder of a Note in the original principal amount of One Million Eight Hundred Thousand Dollars, secured by a Mortgage or Decd of Trust ("Mortgage") dated July 7, 2017, recorded on July 12, 2017 as document no. 1719329071 in the Official Records of COOK COUNTY, State of ILLINOIS, covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, by Lease dated December 6, 1996, ("Lease"), recorded by Memorandum of Lease of even date, on January 28, 1997, as Document No. 97061240, in the Official Records of Cook County, State of Illinois, Landlord, as landlord, leased to Tenant, as tenant, the property, of the 5600 W Fullerton Ave, Chicago, IL, legally described on Exhibit "A" ("Leased Premises");

WHEREAS, Mortgagee, Tenant and Landlord desire to confirm their understanding with respect to said Lease and said Mortgage;

Box 400

UNOFFICIAL COPY

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, in the event of a default under the Note, the lien of said Lease is hereby subordinated to the lien of said Mortgage. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.
2. In the event Mortgagee or any other party (collectively "Successor Landlord") acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or other procedure related to a default under the Note, said Lease shall remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, during the period that it holds title to or possession of the Leased Premises, Successor Landlord shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder. Successor Landlord's remedies pursuant to the Lease will be in full force and effect once Successor Landlord succeeds to the interest of Landlord under the Lease and once Successor Landlord is bound by all of the terms and conditions of said Lease.
3. So long as Successor Landlord shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Successor Landlord when Successor Landlord is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage (which such attornment shall be effective and self operative without the execution of any further instrument on the part of any of the parties hereto), or other procedure related to a default under the Note and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease.
4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Leased Premises, unless required by applicable state law for Mortgagee to accomplish the foreclosure and then not to interfere with or diminish Tenant's rights under said Lease or disturb Tenant's possession.
5. In the event that Successor Landlord succeeds to the interest of Landlord under such Lease, Successor Landlord shall not be:
 - a). Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including

UNOFFICIAL COPY

Landlord), except for any defaults or remedies of which Tenant has notified Mortgagee prior to Successor Landlord becoming bound by the Lease in accordance with paragraph 2. Successor Landlord will not be held liable for any consequential damages for defaults of any prior Landlord; or

b). Bound by any payment of any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

c). Bound by any amendment or modification of the Lease made without Mortgagee's written consent.

6. During the continuance of said Mortgage, Tenant shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under said Lease which are of a nature as to give Tenant a right to terminate said Lease, reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. In any event (except as otherwise provided in the next sentence of this paragraph), Tenant's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Tenant under said Lease and/or this Agreement. In no event shall Tenant terminate the Lease as a result of any breach or default of the Lease unless Tenant has provided Mortgagee notice and afforded the Mortgagee the same opportunity to cure such breach or default as provided to Landlord in said Lease; provided, however, that Mortgagee shall not be obligated to remedy or cure any default of Landlord under the Lease.

7. Tenant hereby agrees that upon receipt of written notice from Mortgagee of a default by Landlord under said Mortgage, all checks for rent and other sums payable by Tenant under said Lease to Landlord shall, from the date of Tenant's receipt of such written notice, be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such an assignment of rent shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, any rights contained in said Lease which allow Tenant the right of so-called self help, offsets or deductions in the event of default or otherwise. Landlord hereby consents and agrees to the provisions of this paragraph and hereby authorizes Tenant to direct all rental and other payments under said Lease as provided by this paragraph. Landlord hereby relieves Tenant from any liability by reason of Tenant's payment of any sums under said Lease as required by this paragraph. Tenant shall have no

UNOFFICIAL COPY

obligation to verify the existence of any such default stated in the notice from Mortgagee under this paragraph.

8. (a) Subject to the terms of (b) below, Tenant agrees that the covenants of Landlord in Article 8 of the Lease shall not be binding upon land owned by Successor Landlord that acquires the interest of Landlord in the Leased Premises through foreclosure of the Mortgage or a deed in lieu thereof, (provided that Successor Landlord owned or mortgaged such land prior to the date that it acquires the interest of Landlord in the Leased Premises), but shall apply to any subsequent purchaser or transferee that is not an affiliate or subsidiary of Successor Landlord.

(b) Upon Successor Landlord's acquisition of Landlord's interest, during the period that it holds title to the Leased Premises, Successor Landlord will not execute any agreement that violates the restrictions set forth in Article 8 of the Lease or agree to any modification of a then existing agreement which extends the right of any third party to operate in a manner inconsistent with the restrictions set forth in Article 8 of the Lease.

9. In the event Successor Landlord acquires title or right of possession of the Leased Premises, Tenant acknowledges and agrees that the liability of such Successor Landlord under the Lease shall be limited to its interest in the property described on Exhibit "A" and the rents, income and profits therefrom. Notwithstanding anything herein to the contrary, Tenant shall have all of its equitable remedies against Successor Landlord. Nothing contained herein shall otherwise limit Tenant's rights or remedies as provided in the Lease.

10. All notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, and addressed as follows:

If to Mortgagee: The Ohio National Life Insurance Company
 One Financial Way
 Cincinnati, Ohio 45242
 Attn: Mortgages & Real Estate

If to Tenant: 104 Wilmot Road, MS 1432
 Deerfield, Illinois 60015

UNOFFICIAL COPY

If to Landlord: Western Springs National Bank and Trust,
as Trustee, U/T/A/D August 1, 1996 Trust No. 3548,
1321 S. Linden Ave.
Park Ridge, IL 60068

provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

11. Tenant agrees that the right of first refusal shall not apply to Successor Landlord through a foreclosure, deed-in-lieu of foreclosure or any other enforcement action under the Mortgage; provided, however, such right of first refusal shall apply to subsequent purchasers of the Leased Premises. It is the express intention of Landlord and Tenant that the acquisition by either party of the right, title, interest and estate of the other party in and to the Leased Premises shall not result in termination or cancellation of the Lease by operation of the principle of merger of estates or otherwise, notwithstanding any applicable law to the contrary.

12. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

13. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

UNOFFICIAL COPY

EXCULPATORY CLAUSE

The foregoing document is executed by Heartland Bank and Trust Company, formerly known as Western Springs National Bank and Trust, not personally, but as solely as Trustee of the Land Trust, as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in this document contained shall be construed as creating any liability on said Trustee, or Trust Officer personally, to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, in this document and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under this document shall look solely to the beneficiary(ies) or power holder(s) of the Land Trust for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the subject property and has no control, authority, or discretion over the property or the income therefrom, and has no knowledge regarding the property or factual matter with respect to said property, except as represented by the beneficiary(ies) or power holder(s) of said Trust.

Any representations or warranties by the Trustee in the foregoing document are in fact made by the beneficiary(ies) or power holder(s) and not by Heartland Bank and Trust Company as Trustee nor personally by the Trust Officer of said Trustee.

Heartland Bank and Trust Company and its officers, directors, agents, assigns, attorneys, and employees ASSUME NO LIABILITY as part of the foregoing document and any liability resulting from the foregoing shall pass through and be solely the liability of the beneficiary(ies) or power holder(s).

County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

TENANT

MORTGAGEE

BOND DRUG COMPANY OF ILLINOIS LLC.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

By: 

By: _____

Name: Richard N. Steiner

Name: _____

Title: Director

Title: _____

807

LANDLORD

WESTERN SPRINGS NATIONAL BANK AND TRUST COMPANY, FKA
WESTERN SPRINGS NATIONAL BANK AND TRUST AS TRUSTEE, U/T/A/D AUGUST 1, 1996 TRUST NO. 3548.

By: _____

Name: _____

Title: _____

Patty Markos, the sole beneficiary of said trust

807

UNOFFICIAL COPY

TENANT

Bond and Drug Company of Illinois

By: _____

Name: _____

Title: _____

MORTGAGEE

The Ohio National Life Insurance Company of Ohio Corporation

By: _____

Name: _____

Title: _____

LANDLORD

Signed solely as Land trustee & Not personally
Western Springs National Bank & Trust, as trustee

By: Nathan Innes, T.O.

Name: Nathan Innes

Title: Trust Office

This Document Subject to
Attached Exculpatory Clause
VOID IF NOT ATTACHED

Patty Markos, Individually and as the
Sole beneficiary of said trust.

Western Springs National Bank and Trust Company, F/K/A

UNOFFICIAL COPY

TENANT

Bond and Drug Company of Illinois

By: _____

Name: _____

Title: _____

MORTGAGEE

The Ohio National Life Insurance Company of Ohio Corporation

By: Paul J. Gerard

Name: Paul J. Gerard
~~Senior Vice President and~~

Title: Chief Investment Officer

LANDLORD

WESTERN SPRINGS BANK AND TRUST COMPANY, F/K/A
Western Springs National Bank & Trust, as trustee

By: _____

Name: _____

Title: _____

Patty Markos, Individually and as the
Sole beneficiary of said trust.

UNOFFICIAL COPY

TENANT

Bond and Drug Company of Illinois

By: _____

Name: _____

Title: _____

MORTGAGEE

**The Ohio National Life Insurance
Company of Ohio Corporation**

By: _____

Name: _____

Title: _____

LANDLORD

Western Springs National Bank & Trust, as trustee

By: _____

Name: _____

Title: _____

Patty Markos
**Patty Markos, Individually and as the
Sole beneficiary of said trust.**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS §
 §
COUNTY OF LAKE §

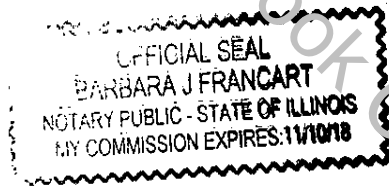
On this 5th day of July, 2017, before me appeared **Richard N. Steiner**, to me personally known, who, being by me duly sworn, did say that he is the **Director of Walgreen Co.**, an Illinois corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Director acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

Barbara J. Francart

Notary Public

My term expires:



7/9/17

UNOFFICIAL COPY

MORTGAGEE ACKNOWLEDGEMENT

STATE OF OHIO§
COUNTY OF § HAMILTON§

On this 28th day of June 2017, before me appeared **Paul J. Gerard**, to me personally known, who, being by me duly sworn, did say that he is the **Senior Vice President and Chief Investment Officer**, of The Ohio National Life Insurance Company, an Ohio Corporation and that said instrument was signed in behalf of said company by due authority, and said Manager acknowledged said instrument to be the free act and deed of said company.

(Seal)



Notary Public

My term expires:



LISA R HARPER

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
August 24, 2019


UNOFFICIAL COPY

LANDLORD ACKNOWLEDGEMENT

STATE OF ILLINOIS §
§
COUNTY OF MCLEAN §

On this 27th day of June 2017, before me appeared Nathan James, to me personally known, who, being by me duly sworn, did say that he/she is the Trust Officer of Academy Bank & Trust Co., a(n) IL banking association and that said instrument was signed in behalf of said bank by authority of its Board, and said individual acknowledged said instrument to be the free act and deed of said bank.

(Seal) 


Notary Public

My term expires:

6/22/19

Cook County Clerk's Office

UNOFFICIAL COPY

BENEFICIARY ACKNOWLEDGEMENT

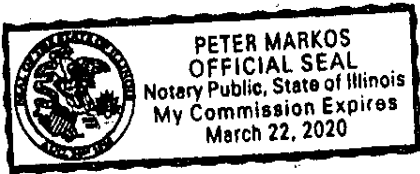
STATE OF ILLINOIS §
 §
COUNTY OF COOK §

On this 9TH day of July 2017, before me appeared Patty Markos to me personally known, who, being by me duly sworn, did say that he/she is the **Beneficiary of Western Springs National Bank and Trust Number 3548, as Beneficiary**, and that said instrument was signed on behalf he, by authority, and said individual acknowledged said instrument to be the free act and deed of said bank.

(Seal)

Peter Markos
Notary Public

My term expires: 3/22/2020



UNOFFICIAL COPY

PLEASE ATTACH LEGAL DESCRIPTION FOR EXECUTION OF DOCUMENT

EXHIBIT "A"

LEGAL DESCRIPTION (STORE # _____)

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

UNOFFICIAL COPY

STREET ADDRESS: 5600 W FULLERTON AVENUE
 CITY: CHICAGO, IL 60639 COUNTY: COOK
 TAX NUMBER: 13-29-431-029-0000

13-29-431-028-0000

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 29 WITH THE EAST LINE OF SAID SECTION; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 255.25 FEET; RUNNING THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 297.93 FEET; RUNNING THENCE SOUTH, A DISTANCE OF 255.25 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID SECTION, WHICH IS 297.95 FEET (MEASURED ALONG THE SOUTH LINE OF SAID SECTION) WEST OF THE POINT OF BEGINNING; RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 297.95 FEET TO THE POINT OF BEGINNING (EXCEPT THE SOUTH 50 FEET THEREOF AND ALSO EXCEPT THE EAST 33 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office