

# UNOFFICIAL COPY

ORLAND PARK, IL  
9280 W. 159<sup>th</sup> Street  
PN# 166448

Doc#: 1726857001 Fee: \$90.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/25/2017 08:44 AM Pg: 1 of 7

## SUBORDINATION, NON-DISTURBANCE AND ATTORNEY'S AGREEMENT (MORTGAGE)

THIS AGREEMENT is made and entered into as of this 7th day of September, 2017, by and between UNITED TEXAS BANK ("Mortgagee"), having an office at 13101 Preston Road, Suite 200, Dallas, Texas 75240, and BRIDGESTONE RETAIL OPERATIONS, LLC, a Delaware limited liability company ("Tenant"), having an office at 333 East Lake Street, Bloomingdale, Illinois, 60108, Attn: Law Department/Real Estate Section.

### PRELIMINARY STATEMENTS

A. Tenant has executed a Lease dated October 28, 2005, as amended by Term and Rent Commencement Agreement dated March 17, 2006, Lease Extension/Exercise Option dated October 1, 2015, and Lease Amendment No. 1 dated November 2, 2015 (the "Lease") with INTERRA REGESH ORLAND PARK, LLC, a Texas limited liability company ("Landlord") for certain premises commonly known as 9280 W. 159<sup>th</sup> Street, Orland Park, Illinois and more particularly described in the Lease (the "Premises").

B. Mortgagee holds a mortgage on the Premises or a portion of the Premises. The mortgage is dated July 20, 2017 (the "Mortgage") and is recorded in the office of Cook County Recorder of Deeds, Cook County, IL in Book       , Page       , as Document Number 1720629087.

C. Tenant and Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Subordination, Non-Disturbance and Attorney's Agreement.

### TERMS OF THE AGREEMENT

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

1. Provided the Lease is in full force and effect and Tenant is not in default under the Lease (beyond any period given Tenant to cure such defaults, if any), then:

(a) Tenant's right of possession to the Premises and Tenant's other rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or the note which it secures. Further, Tenant shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the Lease.

(b) In the event Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. Mortgagee covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of Tenant under the Lease, and Tenant covenants and agrees to attorn to Mortgagee, or such person, as its new Landlord, and the Lease shall continue in full force and effect as a direct Lease between Tenant and

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Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall Mortgagee or such person be:

- (i) liable for any act or omission of Landlord;
- (ii) subject to any offsets or deficiencies which Tenant might be entitled to assert against Landlord;
- (iii) bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance.

2. Subject to the terms of this Agreement, the Lease shall be subject and subordinate to the lien of the Mortgage and to all of its terms, conditions and provisions, to all advances made or to be made and to any renewals, extensions, modifications or replacements.

3. Except in the case of an emergency, Tenant will use reasonable efforts to give Mortgagee a courtesy copy of any notice of default sent by Tenant to Landlord ("Courtesy Notice"); provided that, Tenant's failure, for any reason or no reason, to give Mortgagee a Courtesy Notice will not preclude or effect in any way Tenant's right to exercise any remedy provided to Tenant for Landlord's default in the Lease. If Mortgagee receives a Courtesy Notice from Tenant, Mortgagee shall have the same period of time provided Landlord under the Lease within which to cure such default. Mortgagee's cure period shall begin to run upon receipt of the Courtesy Notice.

4. Any notice, communication, request, reply or advise in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing, and unless it is otherwise in this Agreement expressly provided, may be given or be served by depositing the same in the United States mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or in person to the party to be notified. Notice shall be effective only if and when received by the party to be notified for purposes of notice, the addresses of the parties shall be as follows (unless otherwise indicated in writing):

If to Mortgagee

United Texas Bank  
13101 Preston Road, Suite 200  
Dallas, Texas 75240  
Attn: Loan Operations

If to Tenant:

Bridgestone Retail Operations, LLC  
333 East Lake Street  
Bloomington, Illinois 60108  
Attention: Law Department/Real Estate Section

5. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party.

6. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

7. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

**(End of text. Execution on following page.)**

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TO INDICATE THEIR AGREEMENT TO THE ABOVE, the parties or their authorized representatives or officers have signed this document.

**MORTGAGEE:**  
**UNITED TEXAS BANK**

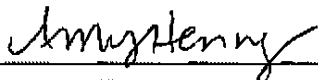
By: 

Date: 8/25/2017

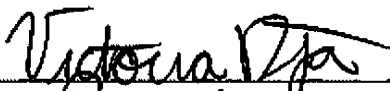

WITNESS:  
\_\_\_\_\_  
\_\_\_\_\_

**TENANT:**

**BRIDGESTONE RETAIL OPERATIONS, LLC,**  
a Delaware limited liability company

By:   
Name: Amy Henry  
Title: Director, Portfolio

Date: August 9, 2017

WITNESS:  
  


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## ACKNOWLEDGMENT - UNITED TEXAS BANK

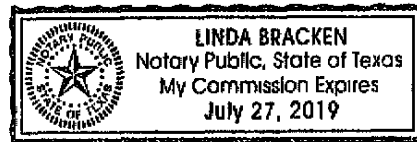
STATE OF Texas )  
COUNTY OF Dallas ) SS:

Before me, Linda Bracken, a Notary Public in and for the above State and County, on this 25 day of August, 2017, personally appeared Michael L. Allen, VP of United Texas Bank, known to me to be the same person who signed and acknowledged that (s)he signed the foregoing instrument as such VP of said corporation/partnership for and on behalf of said corporation, and that (s)he executed the same as his(her) free and voluntary act and deed and as the free and voluntary act and deed of the corporation, for the uses and purposes set forth in the instrument.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.

Linda Bracken  
Notary Public

My commission expires: 7-27-19



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## ACKNOWLEDGMENT - BRIDGESTONE RETAIL OPERATIONS, LLC

STATE OF TENNESSEE             )  
   ) SS:  
 COUNTY OF DAVIDSON            )

Before me, Kathleen Jenette He, a Notary Public in and for the above State and County, on this 9<sup>th</sup> day of AUGUST, 2017, personally appeared **AMY HENRY**, the Director, Portfolio of Bridgestone Retail Operations, LLC, known to me to be the same person who signed and acknowledged that she signed the foregoing instrument as such Director, Portfolio of said limited liability company for and on behalf of the limited liability company, and that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

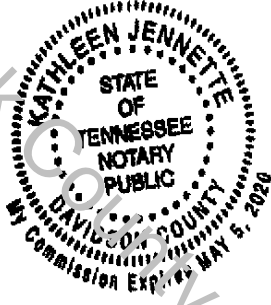
IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above.

  
 \_\_\_\_\_  
 Notary Public

My commission expires: May 5, 2020

**Prepared by and Return to:**

Law Department - Real Estate Section  
 Bridgestone Retail Operations, LLC  
 333 East Lake Street  
 Bloomington, IL 60108



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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

SEE ATTACHED

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## LEGAL DESCRIPTION OF PROPERTY

Permanent Index Number: 27-15-301-018-0000

### SHOPPING CENTER LEGAL DESCRIPTION

A PARCEL OF PROPERTY LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16 TOWNSHIP 30 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH 00 DEGREE, 00 MINUTE, 18 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, (ALSO THE CENTERLINE OF 94TH AVENUE), FOR A DISTANCE OF 54.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 08 MINUTES, 40 SECONDS EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 FOR A DISTANCE OF 352.11 FEET TO A POINT, (SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF 94TH AVENUE PER CASE NO. 7018326); THENCE SOUTH 44 DEGREES, 41 MINUTES, 27 SECONDS EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF 94TH AVENUE, FOR A DISTANCE OF 21.21 FEET TO THE NORTH RIGHT OF WAY LINE OF 150TH STREET PER CASE NO. 7018326; THENCE SOUTH 89 DEGREES, 44 MINUTES, 09 SECONDS EAST ALONG THE SAID NORTH RIGHT OF WAY LINE OF 150TH STREET, FOR A DISTANCE OF 176.80 FEET TO A POINT IN A LINE, LYING 400.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16 AT THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 00 MINUTE, 45 SECONDS EAST ALONG THE SAID LINE 400.00 FEET WEST OF AND PARALLEL TO THE SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, FOR A DISTANCE OF 386.78 FEET TO A POINT IN A LINE, LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE SOUTH 89 DEGREES, 25 MINUTES, 48 SECONDS EAST ALONG THE SAID LINE, LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, FOR A DISTANCE OF 250.00 FEET TO A LINE 250.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE SOUTH 00 DEGREE, 03 MINUTE, 45 SECONDS WEST, FOR A DISTANCE OF 393.38 FEET TO THE NORTH RIGHT OF WAY LINE OF 139TH STREET; THENCE NORTH 89 DEGREES, 44 MINUTES, 09 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF 139TH STREET, FOR A DISTANCE OF 172.06 FEET; THENCE SOUTH 00 DEGREE, 02 MINUTES, 12 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF 139TH STREET, FOR A DISTANCE OF 3.00 FEET; THENCE NORTH 89 DEGREES, 44 MINUTES, 09 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF 139TH STREET, FOR A DISTANCE OF 27.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.