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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/19/2017 10:35 AM Pg: 1 of 8

NON-DISTURBANCE ATTORNMENT AND SUBORDINATION AGREEMENT

(MORTGAGE)

Property of Cook County Clerk's Office

This document prepared by and after
recording return to:

Richard Blessen
Fisher Broyles
345 North Canal Street, Ste. C-202
Chicago, IL 60606

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1 of 3

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City, State: River Forest, IL
 Address: 7211 W. Lake Street
 Boston Market Site #0575

NON-DISTURBANCE ATTORNMENT AND SUBORDINATION AGREEMENT (MORTGAGE)

THIS AGREEMENT, dated November 17, 2017 is between **Jackson National Life Insurance Company, a Michigan corporation** ("Mortgagee") and **BOSTON MARKET CORPORATION, a Delaware corporation** ("Tenant") having its offices at 14103 Denver West Parkway, Golden, Colorado 80401.

PRELIMINARY STATEMENTS

A. Tenant has executed a Lease Agreement dated January 13, 1994, as amended and assigned as set forth on Exhibit B attached hereto ("Lease"), with **RFTC 1 Corp.** ("Landlord") of the premises ("Premises"), described in Exhibit A.

B. Mortgagee holds a mortgage on the Premises or a portion of the Premises. The mortgage is dated October 31, 2017 and is recorded November 1, 2017.

C. Tenant and Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Non-Disturbance, Attornment and Subordination 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 the defaults), 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 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; or

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(ii) bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance unless such pre-paid or additional rent was paid pursuant to the terms of the Lease.

2. 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. 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 Mortgagee 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.

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

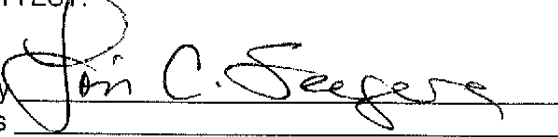
5. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns. Tenant shall not be bound by this Agreement unless a fully executed copy of the document is received by Tenant within ninety (90) days of the date of Tenant's execution of this Agreement, and if no such date is set forth, then within ninety (90) days of the date of the notarization of Tenant's signature.

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

MORTGAGEE
JACKSON NATIONAL LIFE INSURANCE COMPANY

by **PPM Finance, Inc.** Its authorized agent
a Michigan corporation


By 
Its **David Henderson**
Senior Managing Director

ATTEST:
By 
Its _____

Lori C. Seegers
Senior Vice President
General Counsel and Secretary

TENANT
EOSTON MARKET CORPORATION,

a Delaware corporation

By 
Its **Chief Administrative Officer and General Counsel**

ATTEST:
By 
Its **Property Administrator**

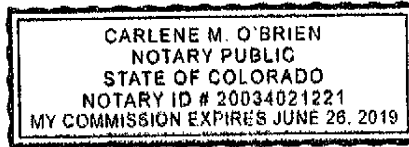
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STATE OF COLORADO)
) SS:
COUNTY OF JEFFERSON)

I, Carlene M. O'Brien, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that J. Randal Miller, Chief Administrative Officer of Boston Market Corporation, a Delaware corporation, who are personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Administrative Officer appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Chief Administrative Officer and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11 day of November, 2017.

Carlene M. O'Brien
Notary Public



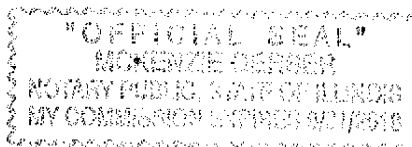
My commission expires: June 26, 2019

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, McKenzie Garber, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that DAVID HENDERSON, SENIOR MANAGING DIRECTOR, of PPM FINANCE INC, a(n) Delaware Corp. corporation, who (is) personally known to me to be the person whose name (is) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she) signed, sealed and delivered the said instrument as (his)(her) free and voluntary act as such Senior Managing Director and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21 day of NOVEMBER, 2017.

McKenzie Garber
Notary Public



My commission expires: 2-21-2018

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

A TRACT OF LAND COMPRISED OF THE WEST TWO-THIRDS OF LOT 6, THAT PART OF THE EAST TWO-THIRDS OF LOT 7 WHICH LIES EAST OF THE EAST LINE OF VACATED GARDEN STREET, THE WEST ONE-THIRD OF LOT 7, LOTS 8, 9, 10 AND 11, LOTS 12 TO 22, BOTH INCLUSIVE, ALL IN BLOCK 1 IN HARLEM-QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 1 TO 5, INCLUSIVE, IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 AND THE EAST ONE-THIRD OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO A 10.00 FOOT WIDE STRIP OF LAND LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOTS 12 TO 22, BEING THAT PART OF CENTRAL AVENUE HERETOFORE VACATED BY ORDINANCE NUMBER 2572, PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST ON NOVEMBER 23, 1993, TOGETHER WITH THOSE PARTS OF GARDEN STREET VACATED BY ORDINANCE PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST MAY 17, 1948 AND BY ORDINANCE NUMBER 2572, PASSED NOVEMBER 23, 1993;

EXCEPTING FROM SAID TRACT THE FOLLOWING PARCEL: THAT PART OF LOT 11 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE EAST 28.15 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT, 39.79 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11, SAID POINT BEING 27.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 11; THENCE NORTH 27.50 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM SAID TRACT THE FOLLOWING PARCEL:

THAT PART OF LOT 5, IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12 TOWNSHIP 39 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 46 MINUTES 20 SECONDS EAST (ASSUMED) 27.00 FEET ALONG THE EASTERLY LINE THEREOF, SAID EASTERLY LINE BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF HARLEM AVENUE (ILLINOIS ROUTE 43); THENCE NORTH 38 DEGREES 48 MINUTES 31 SECONDS WEST 34.08 FEET TO THE NORTHERLY LINE

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OF SAID LOT; THENCE NORTH 88 DEGREES 47 MINUTES 57 SECONDS EAST 21.00 FEET ALONG SAID NORTHERLY LINE TO SAID POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS FOR THE EXCLUSIVE USE OF VEHICULAR TRAFFIC SERVING PARCEL 1 TO INSTALL AND MAINTAIN A SCISSORS LIFT THEREIN TO AND CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND OPERATE A MOUNTAIN CURR, STRIPING OR OTHER RELATED FACILITIES AS CREATED BY GRANT OF EASEMENT DATED NOVEMBER 23, 1993 AND RECORDED APRIL 8, 1994 AS DOCUMENT 94319784 FROM THE VILLAGE OF RIVER FOREST TOWN CENTER LIMITED PARTNERSHIP ON, UPON, OVER, THROUGH, ACROSS OR UNDER A STRIP OF LAND AS DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING 10.00 FEET SOUTH OF THE POINT FORMED BY THE INTERSECTION OF THE EAST LINE OF BONNIE BRAE AND THE NORTH LINE OF CENTRAL AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF BONNIE BRAE EXTENDED; A DISTANCE OF 16.00 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF CENTRAL AVENUE A DISTANCE OF 536.75 FEET; THENCE NORTH ALONG A LINE BEING THE WEST LINE OF HARLEM AVENUE EXTENDED, A DISTANCE OF 16.00 FEET; THENCE WEST ALONG A LINE BEING THE NORTH LINE OF CENTRAL AVENUE, A DISTANCE OF 536.75 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ABOVE DESCRIBED PARCEL 1.

PARCEL 3:

LOTS 1 THROUGH 12 IN BLOCK 2 IN HARLEM QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF CLINTON PLACE WITH THE NORTH RIGHT OF WAY LINE OF GARDEN STREET ALSO BEING THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 2 OF HARLEM

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QUICK'S SUBDIVISION OF PART OF SAID NORTHEAST 1/4 OF SECTION 12; THENCE NORTH 89 DEGREES 42 MINUTES 36 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF GARDEN STREET, 301.99 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 2 OF SAID HARLEM QUICK'S SUBDIVISION AND THE WEST RIGHT OF WAY LINE OF BONNIE BRAE; THENCE SOUTH 00 DEGREES 30 MINUTES 52 SECONDS WEST, 30.00 FEET TO THE NORTHEAST CORNER OF LOT 12 IN BLOCK 2 OF SAID HARLEM QUICK'S SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF GARDEN STREET; THENCE SOUTH 89 DEGREES 42 MINUTES 36 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF GARDEN STREET, 301.88 FEET TO THE NORTHWEST CORNER OF LOT 7 IN BLOCK 2 OF SAID HARLEM QUICK'S SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF CLINTON PLACE; THENCE NORTH 00 DEGREES 17 MINUTES 46 SECONDS EAST, 30.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF CLINTON PLACE WITH THE NORTH RIGHT OF WAY LINE OF CENTRAL AVENUE ALSO BEING THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 2 OF HARLEM QUICK'S SUBDIVISION OF PART OF SAID NORTHEAST 1/4 OF SECTION 12; THENCE SOUTH 89 DEGREES 51 MINUTES 19 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF CENTRAL AVENUE, 301.07 FEET (RECORD BEING 301.50 FEET) TO THE SOUTHEAST CORNER OF LOT 12 IN BLOCK 2 OF SAID HARLEM QUICK'S SUBDIVISION AND THE WEST RIGHT OF WAY LINE OF BONNIE BRAE; THENCE SOUTH 00 DEGREES 30 MINUTES 52 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE, EXTENDED SOUTH OF SAID BONNIE BRAE, 25.50 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 19 SECONDS WEST, 300.97 FEET TO THE EAST RIGHT OF WAY LINE, EXTENDED SOUTH, OF SAID CLINTON PLACE; THENCE NORTH 00 DEGREES 17 MINUTES 46 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, EXTENDED SOUTH OF CLINTON PLACE, 25.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 3 TO 5, AS CREATED BY EASEMENT GRANT AND MAINTENANCE AGREEMENT MADE BY VILLAGE OF RIVER FOREST TO CHITOWN-RIVER FOREST, L.L.C., RECORDED OCTOBER 18, 2005 AS DOCUMENT NUMBER 0529155215 FOR A PARKING LOT, DRIVEWAY AND/OR ANY OTHER IMPROVEMENTS SPECIFIED IN ANY PLANNED DEVELOPMENT PERMIT ISSUED BY THE VILLAGE OF RIVER FOREST, OVER, UNDER AND ACROSS THE EASEMENT PREMISES, AS DESCRIBED ON EXHIBIT "C" THEREIN.

(COMMONLY KNOWN AS: RIVER FOREST TOWN CENTER,
7245 LAKE ST., RIVER FOREST, IL 60305

PIN: 15-12-221-014-0000; 15-12-222-001-0000; 15-12-222-002-0000;
15-12-222-003-0000; 15-12-222-004-0000;
15-12-222-005-0000; 15-12-222-020-0000; 15-12-222-023-0000

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EXHIBIT B

Location:

**7211 West Lake Street
River Forest, IL
Boston Market Unit #0575**

Lease

Date of Lease: January 13, 1994

Lessor: River Forest Town Center, LP

Lessee: B.C. Chicago, Inc.

**Amendments to and
Assignments of Lease:**

First Amendment to Lease dated May 16, 1994 between Cole Taylor Bank, as Trustee Under Trust Agreement No. 93-4117 dated March 31, 1993, River Forest Town Center LP, Beneficiary and B.C. Chicago, Inc.

Assignment and Assumption of Leases dated June 11, 1995 between B.C. Chicago, Inc. and BC Great Lakes, LLC.

Assignment of Lease dated May 26, 2000 between BC Great Lakes, LLC and Golden Restaurant Operations, Inc. n/k/a Boston Market Corporation.

Articles of Organization dated August 23, 2002 changing River Forest Town Center Limited Partnership to River Forest Town Center, LLC.

Special Warranty Deed dated November 22, 2005 between River Forest Town Center, LLC and RFTC 1 Corp.

Consent Agreement dated January 29, 2010 between RFTC 1 and Boston Market Corporation.