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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/27/2017 02:10 PM PG: 1 OF 8

**PREPARED BY AND WHEN
RECORDED RETURN TO:**

Reid H. Harbin, Esq.
Harbin & Miller, LLC
5591 Chamblee Dunwoody Rd.
Bldg. 1300, Suite 300
Dunwoody, Georgia 30338

Parcel No.
28-19-100-052-0000

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Property of Cook County Clerk's Office

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Document No.
Parcel No. 28-19-100-052-0000

AFTER RECORDING, PLEASE RETURN TO:

Reid H. Harbin, Esq.
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Bldg. 1300, Suite 300
Dunwoody, Georgia 30338

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement"), dated this 22 day of November, 2017

by and between

Crown Castle Towers 09 LLC, a Delaware limited liability company, with a notice address of Crown Castle USA Inc., General Counsel, Attn: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "**Grantee**");

and

Centennial Lanes 2.0, Inc., an Illinois corporation, successor in interest to State Bank of Countryside as Trustee under Trust Agreement dated December 1, 1991 and known as Trust Number 91-1106, c/o Centennial Lanes, Inc., with a notice address of 16050 Centennial Circle, Tinley Park, Illinois 60477 (hereinafter "**Grantor**");

and

CIBM Bank, with a principal place of business located at 2913 West Kirby Avenue, Champaign, Illinois 61821 (hereinafter "**Lender**").

RECITALS:

WHEREAS, Grantee and Grantor entered into a Grant of Easement and Assignment of Lease dated July 6, 2012, (the "Easement") covering that certain real property located in Cook County, State of Illinois, more fully described on **Exhibit A** attached hereto and made a part hereof (the "Premises"), recorded at Instrument #1221418102 in the Cook County Recorder of Deeds;

WHEREAS, the property, a part of which property contains the Premises, is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Grantor in favor of Lender;

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WHEREAS, the parties desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement and are willing to so agree on the terms and conditions hereafter provided.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to execute the Security Instrument and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. **Subordination**. So long as this Agreement will remain in full force and effect, the Easement is and will be subject and subordinate in all respects to the Security Instrument insofar as it affects the real property of which the Premises forms a part (but not Grantee's or other parties' trade fixtures and other personal property), to any and all advances to be made thereunder and to all renewals, extensions, modifications, consolidations and replacements thereof with the same force and effect as if the Security Instrument had been executed, delivered and duly recorded prior to the execution, delivery and recording of the Easement.

2. **Nondisturbance**. So long as the Easement is in full force and effect and Grantee is not in material default (beyond applicable notice and cure periods) of any of its terms, obligations, covenants or conditions under the Easement, Lender agrees for itself and its successors in interest and for any other person acquiring title to the real property of which the Premises forms a part through a conveyance (an "Acquiring Party"), that the right of possession of the Premises and all other rights of Grantee under the Easement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument during the term of the Easement, as said term may be renewed or extended pursuant to the provisions of the Easement or as said Premises may be expanded as specified in the Easement, by reason of a conveyance as defined herein. For purposes of this agreement, a conveyance shall include, but not be limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of the Grantor's interest in the Premises under peril of foreclosure, including, without limitation to the generality of the foregoing an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Grantee agree that any conveyance shall be made subject to the Easement and the rights of Grantee under the Easement and the parties shall be bound to one another and have the same remedies against one another for any breach of the Easement as Grantee and Grantor had before conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior grantor. Lender will not join Grantee as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Security Instrument and then only for such purpose and not for the purpose of terminating the Easement.

3. **Attornment**. Upon receipt by Grantee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Easement, to remain bound under the Easement and Grantee agrees to attorn to, accept and recognize Lender or any Acquiring Party as the grantor under the Easement pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Easement and any extensions or expansions thereof as made pursuant to the Easement, subject to Grantee's express rights to terminate the Easement as provided

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therein. The parties agree, however, to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. Limitation. This Agreement shall not apply to any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Premises or any portion thereof regardless of the manner in which same are attached or affixed to the Premises and Lender hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Grantee is authorized to remove said personal property.

5. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the real property of which the Premises forms a part whether directly or indirectly through Lender and to any assignees of Grantee which are permitted under the Easement.

6. Notices. All notices which are required or permitted to be given or served hereunder shall be in writing and shall be deemed to have been given or served (a) by hand delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth above from time to time by serving written notice of the change upon the other parties hereto.

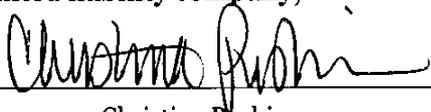
7. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Premises are located.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

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GRANTEE:

**Crown Castle Towers 09 LLC,
a Delaware limited liability company,**

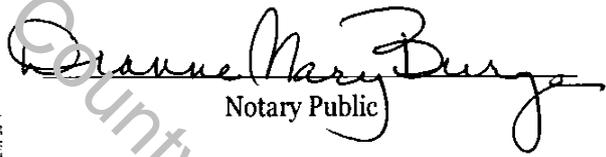
By: 
Print Name: Christina Pushic
Print Title: Real Estate Manager

ACKNOWLEDGEMENT

State/Commonwealth of Pennsylvania
County of Washington

On this, the 22nd day of November, 2017, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Christina Pushic, who acknowledged herself to be the Real Estate Manager of Crown Castle Towers 09 LLC, a Delaware limited liability company, and that she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

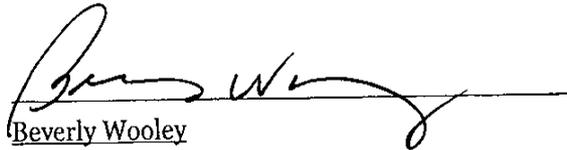

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Dianne Mary Burge Notary Public
Cecil Twp., Washington County
My Commission Expires March 9 2020
WE SERVE PENNSYLVANIA ASSOCIATION OF NOTARIES

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GRANTOR:

**Centennial Lanes 2.0, Inc.
an Illinois corporation**

By: 
Print Name: Beverly Wooley
Print Title: President

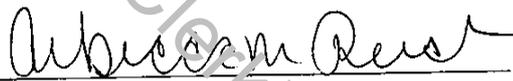
(Corporate Seal)

ACKNOWLEDGEMENT

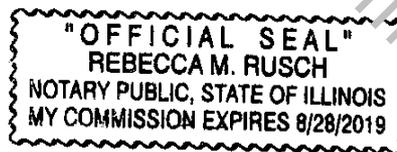
State/Commonwealth of Illinois
County of Cook

On this, the 10th day of November, 2017, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Beverly Wooley, who acknowledged herself to be the President of Centennial Lanes 2.0, Inc., an Illinois corporation, and that she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public



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LENDER:

CIBM Bank

an Illinois banking institution

By: Pamela Mitchell
 Print Name: PAMELA MITCHELL
 Print Title: VICE President

ACKNOWLEDGEMENT

State/Commonwealth of WISCONSIN
 County of WAUKESHA

On this, the 7th day of DECEMBER, 2017, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared PAMELA MITCHELL, who acknowledged him/herself to be the VICE President of CIBM, an Illinois banking institution, and that he/she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sandra L. Kupka Notary Public State of Wisconsin
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Sandra L. Kupka
 Notary Public

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EXHIBIT A

THAT PART OF LOT 3 IN CENTENNIAL OFFICE PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON STAKE AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 88 DEGREES 31 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT, 159.93 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 18 MINUTES 59 SECONDS EAST 43.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH EDGE OF A CONCRETE CURB; THENCE SOUTH 88 DEGREES 41 MINUTES 01 SECONDS WEST, ALONG SAID EXTENSION AND NORTH EDGE, 31.00 FEET; THENCE NORTH 1 DEGREE 18 MINUTES 59 SECONDS WEST 43.52 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 88 DEGREES 31 MINUTES 42 SECONDS EAST, ALONG SAID NORTH LINE, 31.00 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 1350 SQUARE FEET (OR 0.03 ACRES), MORE OR LESS.

Part of Tax Parcel Identification Number: 29-19-100-052-0000

Common Address: 16050 Centennial Circle, Tinley Park, Illinois 60477

Clerk of Cook County Clerk's Office