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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/13/2018 03:33 PM PG: 1 OF 13

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This document prepared by and after
~~recording return to:~~

Safeway Inc.
Real Estate Law Division
5918 Stoneridge Mall Road
Pleasanton, CA 94588-3229
Attention: Marilyn K. Beardsley, Esq.

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") is made this 12th day of February, 2018 among GROVE PARC VENTURE PARTNERS, LLC, an Illinois limited liability company ("Landlord"); JEWEL FOOD STORES, INC., an Ohio corporation ("Tenant"); and FIFTH THIRD BANK, an Ohio banking corporation ("Lender"). Lender, Landlord and Tenant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. RECITALS

1.1. (a) Landlord has entered into a Shopping Center Lease dated August 1, 2017 (the "Lease"), demising a certain portion (the "Leased Premises") of the property described on Exhibit "A" attached hereto and by this reference made a part hereof, such Leased Premises being all or a portion of the real estate encumbered by the hereinafter referred to Mortgage.

(b) Landlord has obtained a loan (the "Loan") from Lender and has executed a Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated 2/12, 2018 (hereinafter called the "Mortgage"), to secure the Loan. The Mortgage was recorded on 2/13/18, ~~in Book~~, ~~Page~~, Official Records of Cook County, Illinois. The Mortgage encumbers the Leased Premises.

1.2. Lender is the owner and holder of the Mortgage. ** as document number: 1804406143.*

1.3. Landlord requires as a condition of its leasehold estate that the Leased Premises be free from encumbrances, except those it approves. However, Tenant will subordinate the Lease, at Lender's request, subject to Lender's covenant, that Tenant's possession and rights under the Lease will not be disturbed as hereinafter provided.

2. AGREEMENT

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2. AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and the mutual benefits to accrue to the Parties, it is hereby declared, understood and agreed as follows:

3. TERMS

3.1. The lien or charge of the Lease is hereby made subject and subordinate to (a) the lien or charge of the Mortgage, the rights of Lender thereunder, and all right, title and interest of Lender in the Leased Premises, and (b) all other security documents now or hereafter securing payment of the Loan and any indebtedness related thereto by a security interest in any portion of the Leased Premises (collectively, the "**Loan Documents**"), including the Loan, on the hereinafter related terms and conditions; however, if there are any inconsistencies between the Lease and the Mortgage, as to Tenant's rights and obligations under the Lease and Landlord's obligations under the Lease, the Lease will control.

3.2. In the event any proceedings are brought for i) foreclosure and sale or other suit, sale or proceeding under the Mortgage or ii) a deed in lieu of foreclosure (in either case, a "**Foreclosure**"), Lender hereby covenants that so long as 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 default, after notice required by the Lease), that:

(a) Tenant's possession of the Leased Premises and its rights under the Lease will not be interfered with by Lender or any other party who is the purchaser or grantee in the Foreclosure (collectively, the "**New Owner**");

(b) Tenant will not be made a party to any Foreclosure or other suit, sale or proceeding under the Mortgage and the same will not affect Tenant's rights under the Lease;

(c) The lien of the Mortgage will not encumber any trade fixtures or equipment used by Tenant in its business on the Leased Premises; and

(d) New Owner will assume Landlord's position under the Lease, including Landlord's liabilities, responsibilities and obligations, as though New Owner was the original landlord under the Lease, subject to Section 3.3 below.

3.3. Upon any Foreclosure, Tenant shall attorn to the New Owner and will recognize the New Owner as the landlord under the Lease, and Tenant agrees that the Lease shall continue in full force and effect as a direct lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease; provided, however, that in no event shall New Owner be:

(a) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Landlord) or obligations accruing prior to New Owner's actual ownership of the Leased Premises; provided, however, nothing contained in this Section 3.3 shall be deemed to release New Owner from the obligation to cure an on-going default by Landlord of which Lender received notice and the opportunity to cure pursuant to Section 3.4 hereof prior to Foreclosure;

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(b) subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against Landlord unless Tenant shall have provided Lender with notice of the applicable default and the opportunity to cure the same in accordance with the terms of Section 3.4 below;

(c) bound by any payment of rent, additional rent or other payments, made by Tenant to Landlord for more than one (1) month in advance of the date when due under the Lease;

(d) bound by any amendment or modification of the Lease hereafter made without the written consent of Lender if such amendment or modification would reduce the Lease term or reduce the rent and/or other payment obligations of Tenant thereunder, or materially increase the obligations of Landlord thereunder; or

(e) liable for any deposit that Tenant may have given to Landlord which has not been transferred to New Owner.

3.4. Tenant agrees to give Lender written notice of any default of Landlord under the Lease ("**Default Notice**"), and Tenant further agrees that Lender shall have the right, but not the obligation, to cure such default of Landlord within sixty (60) days after receipt of the Default Notice so long as Lender commences such cure within forty-five (45) days after receipt of the Default Notice.

3.5 In the event that Lender notifies Tenant in writing of a default under the Mortgage or any of the other Loan Documents and demands in writing that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due to Landlord under the Lease directly to Lender and otherwise in accordance with the terms of the Lease, beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Mortgage or other Loan Documents, and notwithstanding any contrary instructions of or demands from Landlord.

3.6 Tenant hereby consents to the existence of the Mortgage.

3.7 Notices. All notices given under this Agreement shall be in writing and either (i) hand delivered, or (ii) delivered via reputable express courier that keeps tracking information records (such as Federal Express and UPS) to the following addresses:

To Lender: Fifth Third Bank
222 S. Riverside Plaza, 33rd Floor
MD GRVR1B
Chicago, IL 60606
Attention: Bill Suenkens

To Tenant: c/o Albertsons
11555 Dublin Canyon Road
Pleasanton, CA 94588
Attn: Real Estate Law (RE: Jewel #3082)

and c/o Albertsons
250 E. Parkcenter Boulevard
Boise, ID 83706
Attn: Real Law Group Vice President (RE: Jewel #3082)

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To Landlord: Grove Parc Venture Partners, LLC
1050 E. 95th Street
Chicago, Illinois 60619
Attn: Leon I. Walker

and Grove Parc Venture Partners, LLC
3201 Old Glenview, Suite 300
Wilmette, Illinois 60091
Attn: Scott Gendell

3.8 This Agreement will be binding upon and inure to the benefit of the successors and/or assigns of the Parties; the singular number includes the plural, and any gender includes all other genders.

3.9 THIS AGREEMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND APPLICABLE UNITED STATES FEDERAL LAW EXCEPT ONLY TO THE EXTENT, IF ANY, THAT THE LAWS OF THE STATE IN WHICH THE LEASED PREMISES ARE LOCATED NECESSARILY CONTROL.

Signature Page Follows

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IN WITNESS WHEREOF, the Parties have each caused this Subordination, Attornment and Non-disturbance Agreement to be executed on its behalf pursuant to the proper authorities, which have been duly delegated to them.

LANDLORD:

GROVE PARC VENTURES, LLC,
an Illinois limited liability company

By: 
Leon Walker, Manager

By: _____
Scott H. Gendell, Manager

TENANT:

JEWEL FOOD STORES, INC.,
an Ohio corporation

By: _____
Name: _____
Title: Vice President

LENDER:

FIFTH THIRD BANK,
an Ohio banking corporation

By: _____
Name: William Suenkens
Title: Senior Vice President

Property of Cook County Clerk's Office

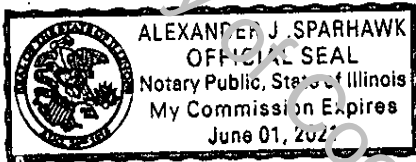
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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Leon Walker, a Manager of GROVE PARC VENTURES, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of February, 2018.



Alexander J. Sparhawk

Notary Public
My Commission Expires: _____

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IN WITNESS WHEREOF, the Parties have each caused this Subordination, Attornment and Non-disturbance Agreement to be executed on its behalf pursuant to the proper authorities, which have been duly delegated to them.

LANDLORD:

GROVE PARC VENTURES, LLC,
an Illinois limited liability company

By: _____
Leon Walker, Manager

By: 
Scott H. Gendell, Manager

TENANT:

JEWEL FOOD STORES, INC.,
an Ohio corporation

By: _____
Name: _____
Title: Vice President

LENDER:

FIFTH THIRD BANK,
an Ohio banking corporation

By: _____
Name: William Suenkens
Title: Senior Vice President

Property of Cook County Clerk's Office

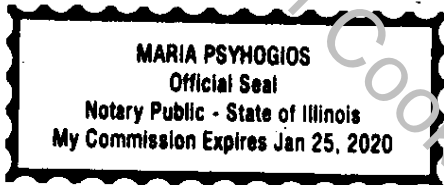
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ACKNOWLEDGEMENT

STATE OF Illinois)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Scott H. Gendell, a Manager of GROVE PARC VENTURES, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of February, 2018.



Maria Psychogios
Notary Public
My Commission Expires:
JUN 25, 2020

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IN WITNESS WHEREOF, the Parties have each caused this Subordination, Attornment and Non-disturbance Agreement to be executed on its behalf pursuant to the proper authorities, which have been duly delegated to them.

LANDLORD:

GROVE PARC VENTURES, LLC,
an Illinois limited liability company

By: _____
Leon Walker, Manager

By: _____
Scott H. Gendell, Manager

TENANT:

JEWEL FOOD STORES, INC.,
an Ohio corporation

By: W. K. Beardsley
Name: MARILYN K. BEARDSLEY
Title: Vice President

LENDER:

FIFTH THIRD BANK,
an Ohio banking corporation

By: _____
Name: William Suenkens
Title: Senior Vice President

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IN WITNESS WHEREOF, the Parties have each caused this Subordination, Attornment and Non-disturbance Agreement to be executed on its behalf pursuant to the proper authorities, which have been duly delegated to them.

LANDLORD:

GROVE PARC VENTURES, LLC,
an Illinois limited liability company

By: _____
Leon Walker, Manager

By: _____
Scott H. Gendell, Manager

TENANT:

JEWEL FOOD STORES, INC.,
an Ohio corporation

By: _____
Name: _____
Title: Vice President

LENDER:

FIFTH THIRD BANK,
an Ohio banking corporation

By: William Suenkens
Name: William Suenkens
Title: Senior Vice President

Property of Cook County Clerk's Office

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that William Suenkens, the Senior Vice President of **FIFTH THIRD BANK**, an Ohio banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act 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 12th day of February, 2018.



Carol M O'Connell
Notary Public
My Commission Expires:
7/21/2021

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EXHIBIT A

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

THE SOUTH 280 FEET OF LOT 15 (EXCEPT THE WEST 174 FEET 5 INCHES THEREOF) IN MAHER'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF LOT 15 DESCRIBED AS BEGINNING AT A POINT ON THE EAST LOT LINE 280 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE NORTH ALONG SAID EAST LOT LINE 6.22 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE NORTH LINE OF THE SOUTH 280 FEET OF SAID LOT 15 WHICH IS 314 FEET 6 1/4 INCHES EAST OF THE WEST LINE THEREOF THENCE EAST TO THE POINT OF BEGINNING, ALL IN MAHER'S SUBDIVISION, AFORESAID, ALSO LOT 16, (EXCEPT THE NORTH 150 FEET OF THE EAST 166 FEET 1 INCH THEREOF ALSO EXCEPT THAT PART OF THE NORTH 300 FEET OF SAID LOT 16 LYING WEST OF THE EAST 166 FEET 1 INCH OF SAID LOT AND ALSO EXCEPT ALL OF THE EAST 17 FEET OF LOT 16 TAKEN FOR THE WIDENING OF SOUTH COTTAGE GROVE AVENUE), IN MAHER'S SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

APN: 20-15-407-021-000