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1805318027

Doc# 1805318027 Fee \$54.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/22/2018 03:44 PM PG: 1 OF 9

SNDA RECORDING COVER SHEET

Prepared by and after recording, return to:

Denise Clevenger

First Internet Bank of Indiana

11201 USA Parkway

Fishers, IN 46037

40034056 (6 of 8)

Property of Cook County Clerk's Office

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*Caocao-Hwy, LLC, an Illinois limited liability company

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

2018

This **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT** (this "Agreement") is made and entered into as of this 21 day of February, ~~2017~~ (the "Effective Date"), by and between, CAO CAO-HWY, LLC ("Landlord"), and **CELLULAR SALES OF ILLINOIS LLC** ("Tenant"), a Illinois limited liability company and **FIRST INTERNET BANK OF INDIANA**, its successors and assigns ("Lender").

RECITALS

Tenant has entered into that certain **MODIFIED TRIPLE NET LEASE** dated July 21, 2017 (the "Lease") by and between Tenant and Landlord pursuant to which Landlord leases to Tenant the property known as 6340 North Northwest Highway in Chicago, Illinois, as more particularly described in the Lease and *Exhibit A* which is attached hereto and incorporated herein by this reference (the "Premises"); and

Lender has made or will make a loan to Landlord which is or will be secured by a mortgage, deed of trust, or other instrument (the "Security Instrument") which has been or will be recorded in the real property records where the Property is located.

Tenant has agreed to subordinate its interests in the Premises and the Lease to the Security Instrument on the condition that it is assured, subject to the terms and conditions of this Agreement, in the event Lender exercises certain rights under the Security Interest, of continued occupancy of the Premises under the terms of the Lease and this Agreement.

AGREEMENT

The parties, intending to be legally bound, hereby agree:

1. Subordination. Subject to the terms and conditions set forth herein, the Lease and all estates, rights, options, liens, and charges therein contained or created under the Lease are and shall be subordinate to the lien and effect of the Security Instrument insofar as it affects the real property of which the Premises form a part as described more fully in the Lease (the "Property"), and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or to be made thereunder, to the full extent of amounts secured thereby and interest thereon. Tenant hereby acknowledges and consents to any assignment of the Lease by Landlord in favor of Lender.

2. Non-Disturbance. So long as Tenant is not then in default, taking into account any cure period provided to Tenant, under the Lease and this Agreement, Lender agrees that in the exercise of any of its rights under the Security Instrument it will not affect, terminate, or disturb, subject to the terms of the Lease as modified by this Agreement (a) Tenant's right to quiet enjoyment and possession of the Premises or (b) any of Tenant's other rights under the Lease.

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3. Attornment. In the event that (a) Lender (or Lender's trustee, designee, successor, or assign) succeeds to the interest of Landlord under the Lease and/or Landlord's fee title to the Property ("Landlord's Interest") as a result of a purchase at foreclosure or other sale pursuant to the Security Instrument, or as a result of the transfer of the Property by Landlord pursuant to a deed in lieu or similar instrument, or as a result of any other exercise of rights under the Security Instrument; or (b) any other party acquires title to or the right to possession of the Property as a result of a purchase at foreclosure or other sale pursuant to the Security Instrument, or as a result of the transfer of the Property to it from Lender (or Lender's trustee, designee, successor, or assign) following its succession to Landlord's Interest as provided above, then the party succeeding to Landlord's Interest or otherwise acquiring title or right to possession of the Property ("Successor Landlord") and Tenant hereby agree to attorn to and recognize one another as landlord and tenant, respectively, under the Lease and to be bound to one another under all of the terms, covenants and conditions of the Lease. Successor Landlord shall assume all of the obligations of the Landlord under the Lease; provided, however, Successor Landlord shall not:

- a. Be bound by any prepayment of Rent or Additional Rent more than once month in advance;
- b. Be obligated to return any Security Deposit paid by Tenant to Landlord unless such Security Deposit has been transferred to Successor Landlord;
- c. Be subject to any material waiver or forbearance afforded Tenant by Landlord without consent of Lender;
- d. Be liable for any act or omission of Landlord which would constitute a default under the Lease, except that nothing herein shall relieve Successor Landlord from any obligation to cure an ongoing default and any remedies Tenant may have for such default.

4. Payment of Rents to Lender. Upon receipt by Tenant of written notice from Lender that Lender has elected to terminate the license granted to Landlord to collect rents, as provided in the Security Instrument, and directing the payment of rents by Tenant to Lender, Tenant shall comply with such direction to pay such rents for the duration of the term of the Lease and shall not be required to determine whether Lender is in default under the Security Instrument. Landlord consents to Tenant's reliance on written notice from Lender and waives any and all claims against Tenant related to Tenant's payment of rents to Lender following such notice.

5. Default Notice. Tenant will notify Lender in writing concurrently with any notice given to Landlord demanding a cure of any default as well as any notice declaring a default under the terms of the Lease.

6. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or as addressed as such party may from time to time designate by written notice to the other party):

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If to Lender:

First Internet Bank of Indiana
11201 USA Parkway
Fishers, IN 46037
Attn: Commercial Real Estate Dept.

If to Landlord: Caocao-Hwy, LLC
c/o Se Jong Yoon
333 S. Mission Road
Los Angeles, CA 90033

If to Tenant:

Cellular Sales of Illinois, LLC
9040 Executive Park Drive
Knoxville, Tennessee 37923
Attn: Leasing Department

7. General Provisions This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the state in which the Property is located. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. This Agreement may be executed in several counterparts which may be exchanged electronically with electronic copies constituting originals for all purposes. Each counterpart shall be deemed an original instrument and together shall constitute a single Agreement. Notwithstanding the foregoing to the contrary, should Lender desire to record this Agreement in the real property records where the Property is located, the parties will execute originals of this Agreement (or its counterparts) and comply with the applicable recording requirements (i.e., the requirement of witnesses, notary public, etc.) and return the originals of this Agreement (or its counterparts) to Lender.

[SIGNATURE PAGES ARE ATTACHED]

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IN WITNESS WHEREOF, Landlord, Lender and Tenant have executed this SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT as of the Effective Date.

"LANDLORD"
Caocao-Hwy, LLC



By: _____
Name: Se Jong Yoon
 Manager

Acknowledgment

Before me, a Notary Public in the and for the State of _____, personally appeared _____, who acknowledged the execution of the foregoing instrument, and who having been duly sworn, state that any representation therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2017.

My County of Residence: _____
My Commission Expires: _____
Signature: _____
Printed: _____

Notary Seal

— See California notary

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

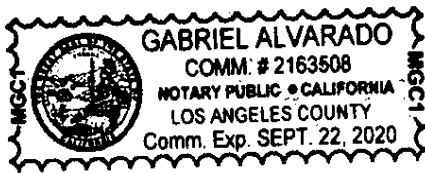
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 2/20/18 before me, Gabriel Alvarado Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Se Jong Yoon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)


Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
 Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
 Signer Is Representing: _____

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"TENANT"

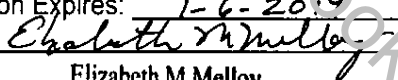
**Cellular Sales of Illinois, LLC,
a Illinois limited liability company**

By: 
Name: REESE K. THOMAS
Title: Vice President

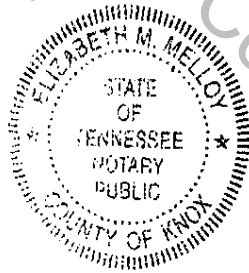
Acknowledgment

Before me, a Notary Public in the and for the State of TENNESSEE, personally appeared REESE K THOMAS, Vice President of Cellular Sales of Illinois, LLC, a North Carolina limited liability company, who acknowledged the execution of the foregoing instrument, and who having been duly sworn, state that any representation therein contained are true.

Witness my hand and Notarial Seal this 3 day of JANUARY, 2018.

My County of Residence: Knox
My Commission Expires: 7-6-2019
Signature: 
Printed: Elizabeth M Melloy

Notary Seal



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LENDER:

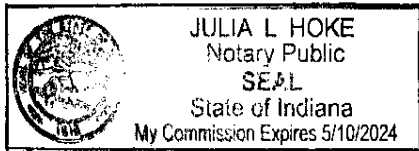
First Internet Bank of Indiana

By: Denise R Cleverger
 Printed: Denise R. Cleverger
 Title: VP-CRE Closing Mgr

STATE OF INDIANA)
) SS:
 COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Denise R. Cleverger, a VP-CRE Closing Mgr of First Internet Bank of Indiana, and acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement as the voluntary act and deed of such national banking association and further acknowledged that he/she was authorized to execute the same.

Witness my hand and Notarial Seal this 20th day of February, 2018.



Julia L. Hoke
 Notary Public
Julia L. Hoke
 Printed

My Commission Expires:

5/10/24

My County of Residence:

Marion

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EXHIBIT A [Legal Description]

Tax Parcel Number: 13-06-102-001

Part of Lot 24 in Owner s Division of Lots 1 to 24 in Block 43 in Subdivision of Blocks 6, 39, 40, 42, 43 and Lot 12 in Block 37 in Norwood Park in Section 6, Township 40 North, Range 13 East of the Third Principal Meridian, being described as follows: Beginning at the Northernmost corner of said Lot 24; thence South 51 degrees 23 minutes 41 seconds East along the Northeasterly line thereof, 107.00 feet; thence South 38 degrees 36 minutes 19 seconds West, 36.50 feet; thence South 23 degrees 07 minutes 53 seconds East, 12.00 feet; thence South 64 degrees 22 minutes 51 seconds West, 73.83 feet to the West line of said Lot 24; thence North 00 degrees 25 minutes 19 seconds East along said West line, 138.25 feet to the Place of Beginning, in Cook County, Illinois, as also depicted as "Tract 1" on that certain ALTA/NSPS Land Title Survey prepared by Vanderstappen Land Surveying, Inc. inspected August 25, 2017 and dated February 15, 2018.

PROPERTY ADDRESS: 6340 NORTH NORTHWEST HIGHWAY
CHICAGO, IL 60631

Property of Cook County Clerk's Office