



1823408145

Doc# 1823408145 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/22/2018 03:53 PM PG: 1 OF 8

After Recording, Mail To:
T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No.: CH91120D

APN: 11-29-105-018-0000

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is made and entered into on this 9 day of August, 2018, between **BANKFINANCIAL National Association** ("Lender"), and **T-MOBILE CENTRAL LLC**, a Delaware limited liability company ("Tenant").

PRO TITLE GROUP, INC.

5140 MAIN STREET

DOWNERS GROVE, IL 60515

Recitals

A. **Chicago Title Land Trust Company**, as Trustee under the provision of a trust agreement dated the 21st day of September, 2007, known as Trust Number 8002349439, ("Landlord"), is the owner of the real property, together with all improvements thereon, commonly known as 7600 N. Bosworth RT, located at 7600 N. Bosworth Ave., Chicago IL 60626-1217, and legally described on the attached Exhibit A (collectively the "Property");

B. Tenant is the occupant of a portion of the Property (the "Premises") under a Site Lease Agreement dated August 31, 2017, with applicable amendments and other documents amending the lease, ("Lease") with Landlord;

C. Lender has made or agreed to make a loan ("Loan") to Landlord, secured by, among other things, a mortgage or deed of trust ("Mortgage") encumbering the Property and further secured by an assignment of rents payable under the Lease and Landlord's rights, title, and interest under the Lease; and

D. Lender's agreement to make the Loan requires Tenant's subordination of the ten rights and interest under the Lease to the Mortgage, and Tenant's agreement to attorn to Lender if Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure. Tenant is willing to do so in consideration of Lender's agreement not to disturb Tenant's possession of the Premises under the Lease, and to recognize the Lease and Tenant's rights there under, all as provided herein.

Agreement

NOW, THEREFORE, in consideration herein and the receipt of which is acknowledged, Lender and Tenant agree as provided below.

I. **Consent.** Lender consents to the Lease and to Tenant's use and occupancy of the Leased Premises under the Lease.

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COOK

PRO TITLE GROUP, INC

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2. **Subordination.** Subject to paragraph 3 below, Tenant hereby subordinates the lien interest of the Lease and all of lien rights there under to the lien of the Mortgage, including any and all renewals, modifications and extensions thereof, subject nonetheless to the terms and provisions hereof.

3. **Nondisturbance.** Lender agrees that Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished or interfered with, and Tenant's occupancy of the Premises shall not be disturbed by Lender during the term of the Lease and any renewals or extensions, following Lender's taking possession of the Property or becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure, and Lender shall not join Tenant in any action or proceeding for the purpose of terminating the Lease, except in connection with the occurrence of a default by Tenant under the Lease and the continuance of such default beyond any cure period given to Tenant under the Lease.

4. **Attornment.** If Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure ("Legal Transfer"), Lender will not join Tenant in summary or foreclosure proceedings and the Lease shall continue in full force and effect and Lender shall recognize Tenant and its rights there under and will thereby establish direct privity of estate and contract between Lender and Tenant with the same force and effect as though the Lease were made directly between Lender and Tenant. In such event, Tenant shall attorn to Lender and recognize Lender as the landlord under the Lease for the unexpired term of the Lease. Lender's obligations as landlord under the Lease after obtaining possession of the Premises by foreclosure or deed in lieu of foreclosure shall terminate upon Lender's subsequent transfer of its interest in the Premises, provided that Lender's successor assumes such liability.

5. **Covenants of Tenant.** Tenant covenants and agrees with Lender as follows:

(a) Tenant shall pay to Lender all rent and other payments otherwise payable to Landlord under the Lease upon written demand from Lender showing Legal Transfer to Lender. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Lender, a release and discharge of all liability of Tenant to Landlord for any such payments made to Lender, and Landlord agrees that Tenant will not be deemed in default of the Lease by reason of its compliance with such notice.

(b) Tenant shall promptly deliver written notice to Lender of any default by Landlord under the Lease and agrees to recognize any cure by Lender as a cure by Landlord, but Lender shall have no obligation under this paragraph to remedy any Landlord default, unless Lender takes possession of the Premises. Once Lender's successor Landlord is assigned possession of the Property, Tenant will look solely to any successor Landlord's interest in the Property for the payment and discharge of any obligation or liability imposed upon Lender taking possession of the Property or undertaking duties or obligations as successor Landlord under the Lease.

6. **Effect of Assignment.** Notwithstanding that Landlord has made a present assignment of all of its rights under the Lease to Lender, Lender shall not be liable for any of the obligations of Landlord to Tenant under the Lease until Lender has obtained possession of the Premises by foreclosure or deed in lieu of foreclosure, and then only to the extent provided in Section 4.

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7. **Costs and Attorneys' Fees.** In the event of any litigation as to a dispute arising out of this Agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all reasonable attorneys' fees and other costs and expenses incurred in connection with such litigation; including without limitation those fees, costs, and expenses incurred in any appeal, any proceedings under any present or future bankruptcy act or state receivership, and any post-judgment proceedings.

8. **Notices.** All notices to be given under this Agreement shall be in writing and personally delivered, or by overnight courier service, or mailed, postage prepaid, certified or registered mail, return receipt requested, to Lender and Tenant at the respective addresses indicated below next to their respective signatures. All notices which are mailed shall be deemed given three (3) business days after the postmark thereof. Either party may change their address by delivery of written notice to the other party.

9. **Miscellaneous.** This Agreement may not be modified except in writing and executed by the parties hereto or their successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. As used herein, "**Landlord**" shall include Landlord's predecessors and successors in interest under the Lease, and "**Lender**" shall include any purchaser of the Premises at any foreclosure sale or exercise of power of sale. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included. Unless otherwise stated herein, all the terms of the Lease remain in full force and effect, and this Agreement shall not amend the Lease.

10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state where the Property is located.

11. **Authority.** Each of the undersigned hereby represents and warrants that its signature below is pursuant to proper and presently effective authorization.

12. **Counterparts.** This Agreement may be signed in counterparts, with each counterpart being an original and all together constituting a fully executed binding agreement.

13. **Effective Date.** This Agreement shall only be binding on Tenant if and when within forty-five (45) days after the later of Tenant's execution hereof, Tenant receives both: (a) a fully executed copy of this Agreement, and (b) proof the Mortgage was recorded.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

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IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

Lender's Address:
BankFinancial, National Association
15W060 North Frontage Road
Burr Ridge, IL 60527

BankFinancial, National Association

By: *Daniel B. Stankzyk, VP*

Name: DANIEL B STANKZYK, VP.

Its: VICE PRESIDENT

Date: 8/15/18

Tenant's Address:
T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Site No.: CH91120D

T-Mobile Central LLC

By: *Tina M. Whelan*

Name: Tina M. Whelan

Its: Manager, Technology Property Management

Date: 8-10-18

The undersigned Landlord hereby consents and agrees to the foregoing Subordination, Nondisturbance and Attornment Agreement.

Landlord's Address:
Broadmoor Partners LLC
Attn: Dennis Sopic
2400 W. Madison #A1
Chicago IL 60612

Chicago Title Land Trust Company

By: _____

Name: _____

Its: _____

Date: _____

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss:
COUNTY OF DUPAGE)

On this 10 day of AUGUST, 2018, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Tina M. Whelan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 15th day of AUGUST, 2018, before me, the undersigned, a Notary Public in and for said State and County, personally appeared DANIEL B STARZYK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by hi/hers signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State and County, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

Lender's Address:
BankFinancial, National Association
15 W060 North Frontage Road
Burr Ridge, IL 60527

BankFinancial, National Association

By: _____

Name: _____

Its: _____

Date: _____

Tenant's Address:
T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Site No.: CH91120D

T-Mobile Central LLC

By: Tina M. Whelan

Name: Tina M. Whelan

Its: Manager, Technology Property Management

Date: 8-10-18

The undersigned Landlord hereby consents and agrees to the foregoing Subordination, Nondisturbance and Attornment Agreement.

Landlord's Address:
Broadmoor Partners LLC
Attn: Dennis Sopic
2400 W. Madison #A1
Chicago IL 60612

Chicago Title Land Trust Company

By: [Signature]

Name: KELIA WYZYKOWSKI

Its: VICE PRESIDENT

Date: August 15, 2018



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

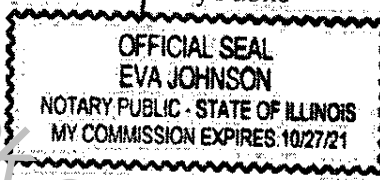
UNOFFICIAL COPY

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS:
 COUNTY OF DUPAGE)

On this 10 day of AUGUST, 2018, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Tina M. Whelan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

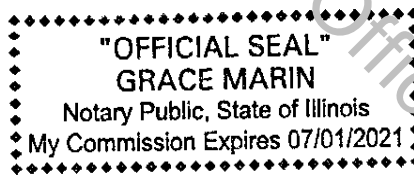
Eva Johnson
 Notary Public



STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

On this 15th day of August, 2018, before me, the undersigned, a Notary Public in and for said State and County, personally appeared * personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/hers signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. * **KELLIA WYZYKOWSKI VICE PRESIDENT OF CHICAGO TITLE LAND TRUST COMPANY**

Grace Marin
 Notary Public



STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

On this 15th day of AUGUST, 2018, before me, the undersigned, a Notary Public in and for said State and County, personally appeared DANIEL B STARZYK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Exhibit "A"

Property Legal Description

LOTS 34 THROUGH 37 IN GERMANIA ADDITION TO EVANSTON BEING A SUBDIVISION OF BLOCKS 2 AND 3 OF DREYER'S LAKE SHORE ADDITION TO SOUTH EVANSTON AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Number: 11-29-105-018-0000

Address: 7600 N Bosworth, Chicago, IL 60626

Property of Cook County Clerk's Office