

# UNOFFICIAL COPY

**This Instrument Prepared By and After  
Recorded Return To:**

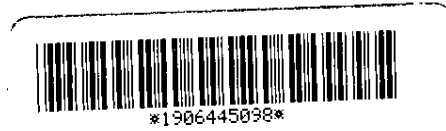
JPMorgan Chase Bank,  
National Association  
1111 Polaris Parkway, Suite 2H  
Mail Code: OH1-0241  
Columbus, OH 43240  
Attn: Lease administration

**Property Identification Number(s):**

17-04-435-033-0000

**Common Address(es):**

902 North State Street  
Chicago, Illinois



Doc# 1906445098 Fee \$62.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/05/2019 03:13 PM PG: 1 OF 13

CC111803476LD 7 of 8

[Above space reserved for recording information.]

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of this 27<sup>th</sup> day of February 2018, by and between **CIBC Bank USA, an Illinois state chartered bank**, in its capacity as administrative agent for itself and certain other lenders ("Lender"), **JPMORGAN CHASE BANK NATIONAL ASSOCIATION**, a national banking association ("Tenant"), and **Redden's Switchback LLC, an Illinois limited liability company** (collectively, "Landlord" and "Borrower").

### RECITALS

- A. Landlord is the owner of those certain premises described on Exhibit 1 annexed hereto and made a part of hereby and commonly known as 902 North State Street, Chicago, Illinois 60601 (together with the improvements located thereon, the "Property");
- B. Under the terms of a certain Lease Agreement as amended by the agreements described on Exhibit 2 annexed hereto and made part hereof (the "Lease"), Landlord, or predecessor in interest, leased to Tenant, or predecessor in interest, all or a portion of the Property, as more particularly described in the Lease;
- C. Lender has made a mortgage loan to Landlord or is about to make a mortgage loan to Landlord secured by a mortgage or deed of trust encumbering the Property, which includes an assignment of Landlord's interest in the Lease (the "Mortgage").

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- D. The Mortgage constitutes a lien upon the Property;
- E. Tenant desires to be assured of Tenant's rights under the terms of its Lease and is willing to enter into this Agreement and induce Lender to recognize Tenant's rights under the Lease; and
- F. Lender is willing to enter into this Agreement on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Tenant and Landlord hereby agree as follows:

1. Provided Lender complies with the provisions of Paragraph 2 hereof, the Lease is and shall be subject and subordinate in all respects to the lien imposed by the Mortgage (the term Mortgage shall include any amendment, renewal, modification replacement or extension hereafter made), and all advances made or to be made thereunder and all amounts secured thereby.

2. In the event of the foreclosure of the Mortgage or a sale of the Property under a power of sale in the Mortgage, or the acquisition of a deed to the Property in lieu of foreclosure by Lender prior to the expiration of the Lease, including any extensions and renewals of the Lease, provided Tenant is not in default beyond the expiration of any applicable notice or grace period under any of the terms, covenants and conditions of the Lease on its part to be observed and performed, Lender does hereby agree as follows:

- (a) Tenant's occupancy of the Premises shall not be disturbed by Lender;
- (b) The Lease shall continue in full force and effect and Lender shall not interfere with Tenant's rights and privileges thereunder and will thereby establish direct privity of estate and contract as between Lender and Tenant with the same force and effect and relative priority in time and right as though the Lease were originally made directly from Lender to Tenant (but subject to the provisions of this Agreement); and
- (c) Lender shall not join Tenant as a party defendant in any action for the purpose of terminating Tenant's interest under the Lease due to any default by Landlord or its successors under the Mortgage.

3. Provided that the conditions and agreements set forth herein, including non-disturbance, are complied with, in the event of the foreclosure of the Mortgage or judicial sale of the Property, or the acquisition of a deed of the Property in lieu of foreclosure by Lender prior to the expiration date of the Lease, including any extensions and renewals of the Lease, Tenant hereby covenants and agrees to make full and complete attornment to Lender for the balance of the term of the Lease, including any extensions and renewals thereof (to the extent elected by

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Tenant from time to time), upon the same terms, covenant and conditions as therein provided, so as to establish direct privity of estate and contract as between Lender and Tenant with the same force and effect and relative priority in time and right as though the Lease were originally made directly from Lender to Tenant (but subject to the provisions of this Agreement), and Tenant will thereafter make all rent payments directly to Lender. Notwithstanding the foregoing, Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that an event of default has occurred under the Mortgage or related loan documents. Landlord hereby irrevocably authorized and directs Tenants to make all rent payments directly to Lender upon receipt of such notice from Lender.

4. It is understood and agreed that until Lender shall become the owner of the Property, Lender shall not have any responsibility as owner of the Property or as landlord under the Lease. Tenant hereby acknowledge and agrees that in the event Lender or its affiliate, successor, designee or assignee shall become the owner of the Property, that any liability or obligation of the landlord under the Lease shall be limited to landlord's interest in the Property and no recourse shall be had to any other assets of Lender or its affiliate, successors, designee or assignee. Subject to the foregoing limitation as to landlord's interest in the Property, during such time as Lender or its affiliate, successor, designee or assignee shall be the owner of the Property, Tenant may exercise any right or remedy provided in the Lease or by law in the event of any failure to performs any obligation of the landlord under the Lease. In addition, Lender shall not in any way or to any extent be liable to Tenant:

(i) For any past act of omission to act or default on the part of the original or any prior landlord under the Lease and Tenant shall have no right to assert any damages arising therefrom against Lender except for damages, offsets, defenses, claims, or counterclaims expressly provided for under the Lease, and provided, however, that such absence of liability or unavailability of claims for damages, offsets, defenses, claims or counterclaims shall not be deemed to permit the repetition or continuation of any such acts or omission (or the continuation of a condition from a past act or omission) not otherwise permitted under the Lease;

(ii) For any prepayment of rent or deposit, rental security or any other sums deposited with the original or any prior landlord (unless paid pursuant to the express terms of the Lease), and not delivered to Lender;

(iii) For any modification or amendment to the Lease hereafter made without Lender's consent which results in a material reduction of any rent or other charges payable by Tenant under the Lease or which materially increases the obligation of Landlord under the Lease.

5. Tenant agrees to use its reasonable efforts to send a copy of any notice or statement under the Lease to Lender ( at Lender's address as given herein or the last address of Lender furnished to Tenant in writing as described in paragraph 6) at the same time as such notice or statement is sent to the Landlord under the Lease, whenever any such notice or statement alleges a default by , or failure on the part of, the Landlord to perform its duties under

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the Lease. Notwithstanding anything contained herein to the contrary, failure to send such notice shall not impair the validity of Tenant's notice to Landlord.

6. Tenant hereby agrees that, from and after the date hereof, in the event of any act or omission by the Landlord under the Lease which would give Tenant the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, Tenant will not exercise any such right (a) until it has given written notice of such act or omission, by registered or certified mail, return receipt requested, addressed to Lender, and Lender's address as given herein or at the last address of Lender furnished to Tenant in writing (by registered or certified mail addressed to Tenant at Tenant's address as given herein or the last address of Tenant furnished to Lender by written notice in the manner above specified) and (b) if the default by Landlord is of a nature which can be cured by Lender, and if Lender is proceeding with diligence to cure such default, until expiration of thirty (30) days beyond the receipt of written notice from Tenant (provided that Tenant has not been materially deprived of the effective use and occupancy of the Premises for the normal operation of Tenant's business).

7. Except as expressly permitted in the Lease, Tenant will not make any prepayment of rent for a period in excess for one (1) month.

8. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the respective parties hereto, and their respective successors and assigns. For the purposes hereof, any purchaser at a sale foreclosing the Mortgage or at a sale conducted under a power of sale in the Mortgage or otherwise acquiring the Property (for the purposes hereof, acquisition of title to the Property by deed in lieu of mortgage foreclosure, shall be deemed a purchase at a sale) shall be deemed a successor to Lender.

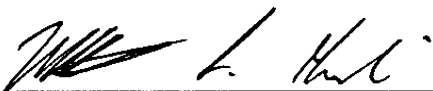
9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all which, taken together, shall constitute the same Agreement. This Agreement shall not be binding on or enforceable against any party hereto unless executed by all parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and behalf, by its officers duly authorized, the date and year first written above.

**LENDER:**  
**CIBC Bank USA**

Address:  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Mario Alexakis

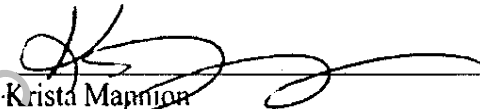
By: 

Title: Officer

Attest: 

**TENANT:**  
**JPMorgan Chase Bank, National Association**

Address:  
Attn: Lease Administration  
1111 Polaris Parkway, Suite 2H  
Mail Code: OH1-0241  
Columbus, OH 43240

By:   
Krista Mannon

Title: Vice President

**LANDLORD:**  
**Redden's Swicthback LLC**

Address:  
150 North Michigan Avenue  
Suite 3610  
Chicago, Illinois 60601

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Property of Cook County Clerk's Office

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LENDER'S NOTARY

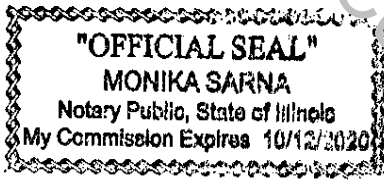
STATE OF Illinois

) SS

COUNTY OF Cook

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Matthew G. Ambrose, Officer of CIBC Bank USA, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Officer appeared before me this day in person and acknowledge that (s)he signed and delivered the said instrument s their own free and voluntary act, and as the free and voluntary act of said corporation/association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day of February, 2019  
Monika Sarna



Notary Public  
My Commission Expires: 10/12/20

TENANT'S NOTARY

STATE OF OHIO \_\_\_\_\_

) SS

COUNTY OF DELAWARE \_\_\_\_\_

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Krista Mannion** of JPMorgan Chase Bank, National Association, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such she appeared before me this day in person and acknowledge that (s)he signed and delivered the said instrument s their own free and voluntary act, and as the free and voluntary act of said corporation/association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20<sup>th</sup> day of December, 2018



**LISA RANSOM**  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
January 8, 2021

Lisa Ransom

Notary Public  
My Commission Expires: 11/8/2021

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and behalf, by its officers duly authorized, the date and year first written above.

LENDER:  
**CIBC Bank USA**

Address:  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Mario Alexakis


By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

TENANT:  
**JPMorgan Chase Bank, National Association**

Address:  
Attn: Lease Administration  
1111 Polaris Parkway, Suite 2H  
Mail Code: OH1-0241  
Columbus, OH 43240

By:  \_\_\_\_\_  
Krista Mannion

Title: Vice President

LANDLORD:  
**Redden's Swiethback LLC**

Address:  
150 North Michigan Avenue  
Suite 3610  
Chicago, Illinois 60601

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Property of Cook County Clerk's Office

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LENDER'S NOTARY

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ appeared before me this day in person and acknowledge that (s)he signed and delivered the said instrument s their own free and voluntary act, and as the free and voluntary act of said corporation/association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_

TENANT'S NOTARY

STATE OF OHIO \_\_\_\_\_ )

) SS

COUNTY OF DELAWARE \_\_\_\_\_ )

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Krista Mannion** of JPMorgan Chase Bank, National Association, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such she appeared before me this day in person and acknowledge that (s)he signed and delivered the said instrument s their own free and voluntary act, and as the free and voluntary act of said corporation/association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20<sup>th</sup> day of December, 2018

Lisa Ransom

Notary Public

My Commission Expires: 1/8/2021



**LISA RANSOM**  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
January 8, 2021



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and behalf, by its officers duly authorized, the date and year first written above.

**LENDER:**  
**CIBC Bank USA**

Address:  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Mario Alexakis


By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**TENANT:**  
**JPMorgan Chase Bank, National Association**

Address:  
Attn: Lease Administration  
1111 Polaris Parkway, Suite 2H  
Mail Code: OH1-0241  
Columbus, OH 43240

By:   
Krista Mannon

Title: Vice President

**LANDLORD:**  
**Redden's Swicthback LLC**

Address:  
150 North Michigan Avenue  
Suite 3610  
Chicago, Illinois 60601

By:  \_\_\_\_\_

Title: Senior Vice President

Attest: \_\_\_\_\_

Property of Cook County Clerk's Office

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LANDLORD'S NOTARY

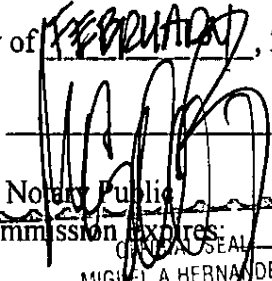
STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that JACK POTTIS, SVP of \_\_\_\_\_, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ appeared before me this day in person and acknowledge that (s)he signed and delivered the said instrument s their own free and voluntary act, and as the free and voluntary act of said corporation/association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of FEBRUARY, 2019

  
 Notary Public  
 My Commission Expires: \_\_\_\_\_  
 ORIGINAL SEAL  
 MIGUEL A. HERNANDEZ  
 Notary Public - State of Illinois  
 My Commission Expires Jun 8, 2019

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### Parcel 1:

Lot 2 in Walton On The Park South Subdivision recorded July 27, 2010 as Document Number 1020834063, a Resubdivision of Lot 5 of Walton on the Park Subdivision recorded September 10, 2008 as Document Number 0825418053, in the East 1/2 of the Southeast 1/4 of Section 4, and in the South Fractional 1/2 of Section 3, all in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also, the following easement parcels shown below for the benefit of Parcel 1:

#### Parcel 2A:

Non-exclusive easements, as granted and described in Grant of Easements: Temporary Construction Easements and Easements for Permanent Encroachments recorded March 19, 2009 as Document No. 0907822026.

#### Parcel 2B:

Non-exclusive easements as granted and described in Declaration of Easements for Mutual Encroachments and Maintenance of Facilities: Walton Mansions and Walton South recorded March 19 2009 as document number 0907822030.

#### Parcel 2C:

Non-exclusive easements as granted and described in Declaration of Covenants, Conditions Restrictions and Easements: Reciprocal Easement Agreement recorded May 27, 2010 as document number 1014716028, as amended by Amendment to Declaration of Covenants, Conditions, Restrictions and Easements: Reciprocal Easement Agreement recorded March 14, 2016 as document number 1607444025 and as affected by Assignment and Assumption of Declarant Rights recorded March 27, 2014, as Document No. 1408639083, and as affected by Assignment and Assumption of Declarant Rights recorded June 5, 2018, as Document No. 1815619108.

#### Parcel 2D:

Non-exclusive easements as granted and described in Declaration of Easements for Access, Construction, Encroachments and Shared Facilities recorded May 11, 2010 as document number 1013118085, as amended by First Amendment recorded April 30, 2015 as document number 1512041141 and Second Amendment recorded November 20, 2017 as document number 1732429055.

PIN: 17-04-435-033-0000

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ADDRESS: 902 North State, Chicago, IL 60610

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RECORDER OF DEEDS

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## EXHIBIT 2

### Description of Lease and Amendments

Lease Agreement, dated October 24, 2012 between Delaware Commercial South LLC, an Illinois limited liability company, as Landlord and JPMorgan Chase Bank, N.A., a national banking association, as Tenant.

Amendment to Lease, dates July 17, 2013 between Delaware Commercial South LLC, an Illinois limited liability company, as Landlord and JPMorgan Chase Bank, N.A., a national banking association, as Tenant.

COOK COUNTY  
RECORDER OF DEEDS

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