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1919645027

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Thompson Coburn LLP
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37th Floor
Chicago, IL 60603

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/15/2019 10:31 AM PG: 1 OF 8

9/9

Address of Property:
566 W. Lake Street, Suite 430
Chicago, Illinois 60661

Permanent Index Nos.:
17-09-315-032-0000

SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT (this "Agreement") made and entered into as of this 9th day of July, 2019, by and between **OSCAR & ASSOCIATES, INC.**, an Illinois corporation (hereinafter called "Tenant"), and **FIFTH THIRD BANK**, an Ohio banking corporation, its successors and assigns (hereinafter called "Mortgagee"), whose address is 222 South Riverside Plaza, Chicago, Illinois 60606, Attention: Christina Bavery.

WITNESSETH

WHEREAS, Tenant entered into a lease dated April 14, 2015 (herein called the "Lease") with **PENNY BROWN RAPPIN**, as the landlord thereunder (said landlord, together with its predecessors and successors in interest under the Lease, the "Landlord") for the property ("Leased Premises") commonly known as 566 W. Lake Street, Chicago, Illinois 60661, Suite 430; and

WHEREAS, the property of which the Leased Premises is a part is situated upon real estate described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Mortgagee, as a condition to making a mortgage loan on the Premises has requested the execution of this Agreement; and

WHEREAS, the loan is evidenced by that certain Note and secured, among other things, by a Mortgage (the "Mortgage"), Assignment of Rents and Leases (the "Assignment"), and a Uniform Commercial Code Financing Statement (the "UCC"), all of

Attorney's Title Guaranty Fund, Inc. SNDA
1 S. Wacker Dr. Ste. 2400
Chicago, IL 60606-4650
Recording Department

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which are collectively referred to herein as the "Loan Documents" and are dated July 9, 2019; and

WHEREAS, the Loan Documents other than the Note are collectively referred to as the "Security Documents"; and

WHEREAS, the Security Documents have been or will be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said Premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the Leased Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the material terms, covenants or conditions of the Lease.

3. In the event that the Mortgagee shall, by foreclosure, conveyance in lieu of foreclosure, or otherwise, succeed to the interest of the Landlord under the Lease, the Mortgagee (and any purchaser at the foreclosure sale) agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee and/or purchaser at any foreclosure sale of the Premises, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee (or purchaser) for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Mortgagee (or purchaser) had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee (or purchaser) shall not be:

a. liable for any act or omission of any prior or subsequent landlord (including the Landlord); or

b. subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or

c. bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

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d. bound by any amendment or modification of the Lease made after the date hereof without its consent.

4. Mortgagee does not intend hereby to waive or negate any covenant or agreement in said Lease which provides Landlord an option to cancel independently of any default by Tenant.

5. It is understood and agreed that this instrument may be dated, executed and delivered prior to the execution, delivery and/or recordation of the Security Documents but, nonetheless, this instrument shall be and remain effective for the uses and purposes herein set forth.

6. In the event the Mortgage shall be assigned, the named Mortgagee shall be relieved of further responsibility hereunder and the benefits and burdens hereunder shall inure to the benefit of and be binding upon each successor owner of the Mortgage.

[Remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

OSCAR & ASSOCIATES, INC., an Illinois corporation

FIFTH THIRD BANK, an Ohio banking corporation, its successors and assigns

By: 
 Name: DAVID HOFFUCH
 Title: PRES.

By: _____
 Name: _____
 Its: _____

Property of Cook County Clerk's Office

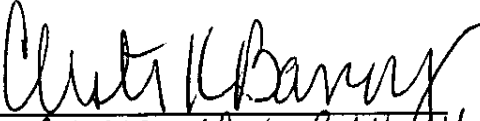
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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

OSCAR & ASSOCIATES, INC., an Illinois corporation

FIFTH THIRD BANK, an Ohio banking corporation, its successors and assigns

By: _____
Name: _____
Title: _____

By: 
Name: CHRISTINA K. BAVERLY
Its: SENIOR VICE PRESIDENT

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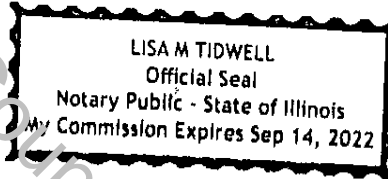
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STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel Hoffland, the President of **OSCAR & ASSOCIATES, INC.**, an Illinois corporation, 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 such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of **OSCAR & ASSOCIATES, INC.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of July, 2019.

Lisa M. Tidwell
Notary Public



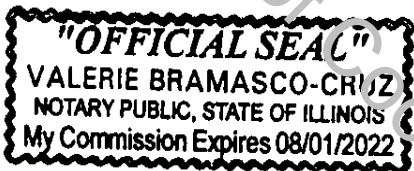
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that CHRISTINA K BAUER, the SVP of **FIFTH THIRD BANK**, an Ohio banking corporation, 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/she signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of **FIFTH THIRD BANK** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8TH day of July, 2019.



[Signature]
Valerie Bramasco-Cruz
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 4, LYING EAST OF THE CENTERLINE OF AN EXISTING PARTY WALL WHICH IS DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 4, DISTANT MEASURED 60.45 FEET (60.69 FEET RECORD) EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 4 TO A POINT ON THE NORTH LINE OF SAID LOT 4, DISTANT MEASURED 60.55 FEET (60.96 FEET RECORD) EASTERLY FROM THE NORTHWEST CORNER OF SAID LOT 4 IN WEST LAKE SUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 24 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 CREATED BY EASEMENT AND OPERATING AGREEMENT DATED NOVEMBER 1, 2001 BETWEEN UNITED WAY/CRUSADE OF MERCY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AND 560-566 LAKE BUILDING, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, WHICH DOCUMENT WAS RECORDED WITH THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS ON DECEMBER 3, 2001 AS DOCUMENT NO. 0011132377, IN, TO, OVER, UPON AND THROUGH PORTIONS OF THE LAND AND IMPROVEMENTS DESCRIBED AS FOLLOWS:

LOTS 1, 1A, 1B, 1C, 2, 3, 4, 5, 6 AND 7 IN WEST LAKE SUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 24 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 CREATED BY PROPERTY B EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 13, 2001 AMONG 560-566 LAKE BUILDING, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, JAMES ASCOT, AND MIDWEST REAL PROPERTY - 566 W, LAKE STREET, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, WHICH DOCUMENT WAS RECORDED WITH THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS ON JANUARY 11, 2002 AS DOCUMENT NO. 0020048635, IN, TO, OVER, UPON AND THROUGH PORTIONS OF THE LAND AND IMPROVEMENTS DESCRIBED AS FOLLOWS:

LOT 2 IN WEST LAKE SUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 6 AND 7 IN BLOCK 24 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property:

566 W. Lake Street, Suites 410, 420, and 430
Chicago, Illinois 60661

Permanent Index Nos.:

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