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Doc#. 2019521015 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 07/13/2020 09:00 AM Pg: 1 of 5

Prepared by and
MAIL RECORDED ORIGINAL TO:
Robert Sodikoff
Aronberg Goldgehn
330 N. Wabash, Suite 1700
Chicago, Illinois 60611

AP1906640 JG 10/1

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), made by and among 7-ELEVEN, INC., a Texas corporation ("Tenant"), with principal offices at 3200 Hackberry Road, Irving, Texas 75063, EVERGREEN BANK GROUP, an Illinois banking corporation ("Lender"), whose address is One Grant Square, Suite 100, Hinsdale, Illinois 60527, and WABASH-VAN BUREN PARK ONE, L.L.C., an Illinois limited liability company (successor to GW South Loop LLC, as landlord) ("Borrower"), whose address is 65 East Harrison Street, Chicago, Illinois 60605.

RECITALS:

WHEREAS, Lender has made loans to Borrower and its affiliate in the cumulative amount of \$10,370,000.00, as evidenced by two certain promissory notes dated January 10, 2020 in the principal amounts of \$5,829,810.00 and \$4,540,190.00 respectively (together, the "Promissory Note").

WHEREAS, Borrower, as security for the Promissory Note, has executed and delivered to Lender a Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated January 10, 2020 and filed of record by the Recorder of Deeds of Cook County, State of Illinois, on January 15, 2020, as Document No. 2001517126 in Official Records and a Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated January 13, 2020 and filed of record by the Recorder of Deeds of Cook County, State of Illinois, on January 21, 2020, as Document No. 2002106115 in Official Records (together, the "Security Instrument"), which Security Instrument constitutes a first and prior lien against certain real property including the property more particularly described in Exhibit A, attached hereto and made a part hereof (the "Premises");

WHEREAS, pursuant to that certain Freestanding Lease (#38585) dated August 14, 2018 ("Lease"), evidenced by that certain Memorandum of Lease recorded or to be recorded in the Official Records of Cook County, Illinois, Borrower has leased the Premises to Tenant;

WHEREAS, Tenant desires to subordinate its leasehold interest to the Security Instrument and to be assured of continued occupancy of the Premises subject to the lien of the Security Instrument; and

WHEREAS, in return, Lender agrees to assure Tenant of its ongoing and undisturbed peaceful possession of the Premises, regardless of any action taken by Lender under the Security Instrument.

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(i) bound by any rent or additional rent which Tenant has paid more than one (1) month in advance to any prior landlord (including, without limitation, Borrower), except as expressly provided in the Lease;

(ii) liable for any act or omission of any prior landlord (including, without limitation, Borrower), except (a) for any tenant improvement allowance owed to Tenant under the Lease that has not been previously remitted to Tenant; or (b) to the extent the default is non-monetary, relates to the repair or maintenance of the Premises, and continues to accrue after attornment, in which event, the successor landlord shall be bound to cure same within the time provided for in the Lease, which time shall be calculated from the date of attornment, but any amount due and any liability of Lender under clause (a) or clause (b) above shall be recoverable against the Premises only and not Lender individually, and Lender shall have no personal or individual liability therefor.

(iii) liable for the retention, application or return of any security deposit to the extent not paid over to Lender;

(iv) subject to any offsets or defenses which Tenant might have against any prior landlord (including, without limitation, Borrower), except as expressly provided in the Lease; provided, however, any amount due and any liability of Lender shall be recoverable against the Premises only and not Lender individually, and Lender shall have no personal or individual liability therefor; or

(v) bound by any amendment or modification of the Lease made without Lender's written consent, such consent not to be unreasonably withheld or delayed, that: (a) reduces rent or additional rent payments to the landlord under the Lease, (b) shortens the term of the Lease, or (c) imposes any additional material obligations upon the landlord under the Lease. All other amendments or modifications of the Lease that do not relate to the provisions set forth herein shall not require Lender approval.

Notwithstanding the foregoing, nothing in this section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord (including, without limitation, Borrower).

6. Assignment of Leases. Tenant consents to the Assignment of Leases contained in the Security Instrument (collectively, the "Assignment"). Tenant agrees that after any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Security Instrument, if Lender, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give written notice to Tenant that Lender has elected to require Tenant to pay to Lender the rent and other charges payable by Tenant under the Lease, Tenant agrees that it shall pay rent and all other sums due under the Lease directly to Lender without notice to or the consent of Borrower and without any obligation on the part of Tenant to determine whether or not the demand is proper. Borrower agrees that Tenant shall have the right to rely on any such notice from Lender without incurring any obligation or liability to Borrower as if such notice were given at the direction of Borrower.

7. Leasehold Improvements and Business Fixtures. Lender agrees that it will not claim and shall not have or assert any right, title or interest in and to any leasehold improvements and/or business fixtures installed upon the Premises by Tenant pursuant to the terms of the Lease.

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10. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, successors and assigns, as applicable.

11. Counterparts. This Agreement may be executed in any number of Counterparts, all of which taken together shall constitute one and the same instrument, and any person intended to be a signatory hereto may execute this Agreement by signing any such Counterpart.

12. Governing Law. The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth in their respective acknowledgments.

*[Remainder of Page Intentionally Left Blank.
Signatures with Acknowledgments to follow.]*

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[SIGNATURE AND ACKNOWLEDGMENT PAGE OF TENANT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT]

WITNESS the following signatures and seals.

Attest: *Robin D. Bryant*
 Name: Robin D. Bryant
 Title: Assistant Secretary

"TENANT"
 7-ELEVEN, INC., a Texas corporation
 By: *[Signature]*
 Name: Yoshihiro Hatsuno
 Title: Attorney-in-Fact

ACKNOWLEDGEMENT

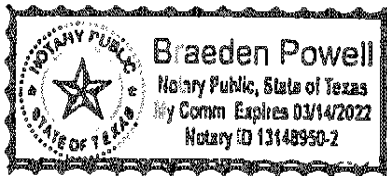
STATE OF TEXAS §
 COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this 13th day personally appeared Yoshihiro Hatsuno and Robin D. Bryant, a(n) Attorney-in-Fact and an Assistant Secretary, respectively, of 7-ELEVEN, INC., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February, 2020.

[Signature]
 (Notary signature)
Braeden Powell
 (typed or printed name)

(seal)



My commission expires: 3-14-2022

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Exhibit A to Subordination, Non-Disturbance and Attornment Agreement

Legal Description of the Premises

A TRACT OF LAND IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF CLINTON STREET (AS WIDENED), SOUTH OF THE SOUTH LINE OF DEKOVEN STREET AS WIDENED, EAST OF THE EAST LINE OF JEFFERSON STREET (AS WIDENED), AND NORTH OF THE NORTH LINE OF GRENSHAW STREET, IN CHICAGO, COOK COUNTY, ILLINOIS

Commonly known as: 1121 South Jefferson Street and 540 West Grenshaw Street,
Chicago, Illinois

Permanent Index Nos.: 17-16-328-026-0000
17-16-328-027-0000

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