

# UNOFFICIAL COPY



Doc# 2024413140 Fee \$73.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/31/2020 04:22 PM PG: 1 OF 1

(This Space for Recording Use Only,

**THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:**

WALGREEN CO.  
104 Wilmot Road, MS 144G  
Deerfield, Illinois 60015  
Real Estate Law Department  
Store # 5924/Lease ID#001

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 28 day of August, 2020, by and between PROTECTIVE LIFE INSURANCE COMPANY, a Tennessee corporation ("Mortgagee"), WORTH, L.L.C., an Illinois limited liability company which is the successor in interest to Chicago Title Land Trust Company, as Successor Trustee to Amalgamated Bank of Chicago, as Trustee under a Trust Agreement dated October 14, 1999 and known as Trust No. 5846 ("Landlord"), and WALGREEN CO., an Illinois corporation ("Tenant").

### WITNESSETH:

WHEREAS, Mortgagee is the holder of a Note in the original principal amount of \$ 3,825,000.00, secured by a Mortgage or Deed of Trust ("Mortgage") dated August 28, 2020, recorded on 8/31/20, 2020, as Document No. 2024413138, in the Official Records of Cook County, State of Illinois, covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, by Lease dated November 20, 2000 ("Lease"), recorded by Memorandum of Lease of even date, on February 7, 2001, as Document No. 0010103251, in the Official Records of Cook County, State of Illinois, Landlord, as landlord, leased to Tenant, as tenant, the property located at 6430 West 111<sup>th</sup> Street, Worth, Illinois 60482, legally described on Exhibit "A" ("Leased Premises");

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WHEREAS, Mortgagee, Tenant and Landlord desire to confirm their understanding with respect to said Lease and said Mortgage;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, in the event of a default under the Note, the lien of said Lease is hereby subordinated to the lien of said Mortgage. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.
2. In the event Mortgagee or any other party (collectively "Successor Landlord") acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or other procedure related to a default under the Note, said Lease shall remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, during the period that it holds title to or possession of the Leased Premises, Successor Landlord shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder. Successor Landlord's remedies pursuant to the Lease will be in full force and effect once Successor Landlord succeeds to the interest of Landlord under the Lease and once Successor Landlord is bound by all of the terms and conditions of said Lease.
3. So long as Successor Landlord shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Successor Landlord when Successor Landlord is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage (which such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto), or other procedure related to a default under the Note and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease.
4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Leased Premises, unless required by applicable state law for Mortgagee to accomplish the foreclosure and then not to interfere with or diminish Tenant's rights under said Lease or disturb Tenant's possession.
5. In the event that Successor Landlord succeeds to the interest of Landlord under such Lease, Successor Landlord shall not be:

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a). Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except for any defaults or remedies of which Tenant has notified Mortgagee prior to Successor Landlord becoming bound by the Lease in accordance with paragraph 2. Successor Landlord will not be held liable for any consequential damages for defaults of any prior Landlord; or

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

c). Bound by any amendment or modification of the Lease made without Mortgagee's written consent.

6. During the continuance of said Mortgage, Tenant shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under said Lease which are of a nature as to give Tenant a right to terminate said Lease, reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. In any event (except as otherwise provided in the next sentence of this paragraph), Tenant's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Tenant under said Lease and/or this Agreement. In no event shall Tenant terminate the Lease as a result of any breach or default of the Lease unless Tenant has provided Mortgagee notice and afforded the Mortgagee the same opportunity to cure such breach or default as provided to Landlord in said Lease; provided, however, that Mortgagee shall not be obligated to remedy or cure any default of Landlord under the Lease.

7. Tenant hereby agrees that upon receipt of written notice from Mortgagee of a default by Landlord under said Mortgage, all checks for rent and other sums payable by Tenant under said Lease to Landlord shall, from the date of Tenant's receipt of such written notice, be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such an assignment of rent shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, any rights contained in said Lease which allow Tenant the right of so-called self-help, offsets or deductions in the event of default or otherwise. Landlord hereby consents and agrees to the provisions of this paragraph and hereby authorizes Tenant to direct all rental and other payments under said Lease as provided by this paragraph. Landlord hereby relieves Tenant from any liability by reason of Tenant's payment of

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any sums under said Lease as required by this paragraph. Tenant shall have no obligation to verify the existence of any such default stated in the notice from Mortgagee under this paragraph.

8. (a) Subject to the terms of (b) below, Tenant agrees that the covenants of Landlord in Article 9 of the Lease shall not be binding upon land owned by Successor Landlord that acquires the interest of Landlord in the Leased Premises through foreclosure of the Mortgage or a deed in lieu thereof, (provided that Successor Landlord owned or mortgaged such land prior to the date that it acquires the interest of Landlord in the Leased Premises), but shall apply to any subsequent purchaser or transferee that is not an affiliate or subsidiary of Successor Landlord.

(b) Upon Successor Landlord's acquisition of Landlord's interest, during the period that it holds title to the Leased Premises, Successor Landlord will not execute any agreement that violates the restrictions set forth in Article 9 of the Lease or agree to any modification of a then existing agreement which extends the right of any third party to operate in a manner inconsistent with the restrictions set forth in Article 9 of the Lease.

9. In the event Successor Landlord acquires title or right of possession of the Leased Premises, Tenant acknowledges and agrees that the liability of such Successor Landlord under the Lease shall be limited to its interest in the property described on Exhibit "A" and the rents, income and profits therefrom. Notwithstanding anything herein to the contrary, Tenant shall have all of its equitable remedies against Successor Landlord. Nothing contained herein shall otherwise limit Tenant's rights or remedies as provided in the Lease.

10. All notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, and addressed as follows:

If to Mortgagee: Protective Life Insurance Company  
2801 Highway 280 South  
Birmingham, AL 35223

If to Tenant: 104 Wilmot Road, MS #144G  
Deerfield, Illinois 60015

If to Landlord: Worth, L.L.C.  
c/o National Shopping Plazas, Inc.  
200 West Madison Street, Suite 4200  
Chicago, IL 60606

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provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

11. Tenant agrees that the right of first refusal shall not apply to Successor Landlord through a foreclosure, deed-in-lieu of foreclosure or any other enforcement action under the Mortgage; provided, however, such right of first refusal shall apply to subsequent purchasers of the Leased Premises. It is the express intention of Landlord and Tenant that the acquisition by either party of the right, title, interest and estate of the other party in and to the Leased Premises shall not result in termination or cancellation of the Lease by operation of the principle of merger of estates or otherwise, notwithstanding any applicable law to the contrary.

12. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment page.

13. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.


(Signature Page to follow)

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

**TENANT**

**WALGREEN CO,**  
an Illinois corporation

By:   
Name: Richard N. Steiner

*abf*  
Title: Director and Managing Counsel

**MORTGAGEE**

**PROTECTIVE LIFE INSURANCE  
COMPANY, a Tennessee corporation**

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

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

**LANDLORD**

**WORTH, L.L.C., an Illinois limited  
liability company**

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

Name: \_\_\_\_\_

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


*abf*

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**TENANT**

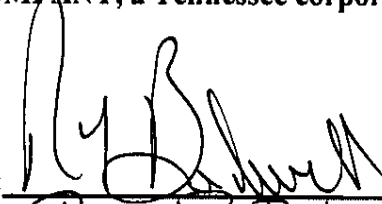
**WALGREEN CO,**  
an Illinois corporation

By:   
Name: Richard N. Steiner

*abf*  
Title: Director and Managing Counsel

**MORTGAGEE**

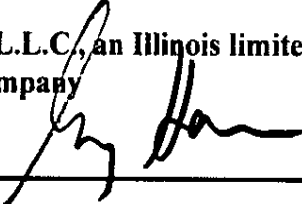
**PROTECTIVE LIFE INSURANCE  
COMPANY, a Tennessee corporation**

By:   
Name: Robert R. Bedwell, III

Title: SVP, Mortgage Loans

**LANDLORD**

**WORTH, L.L.C., an Illinois limited  
liability company**

By: 

Name: George Hanus

Title: President

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## EXHIBIT "A"

### LEGAL DESCRIPTION (STORE #5924)

#### TRACT "A"

THE SOUTH 130 FEET OF LOT 3 AS MEASURED ON THE EAST LINE IN BLOCK 13 IN FREDERICK H. BARTLETT'S RIDGELAND ACRES SUBDIVISION, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 130.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 18 SECONDS WEST TO A POINT ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 114.56 FEET; THENCE SOUTH 16 DEGREES 36 MINUTES 18 SECONDS WEST TO A POINT ON THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 135.77 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 18 SECONDS EAST 75.76 FEET TO THE POINT OF BEGINNING.

#### TRACT "B"

ALL OF LOT 2 IN ROBERTA RESUBDIVISION OF LOTS 9 TO 21 AND 30 TO 89 TOGETHER WITH PART OF VACATED ALLEY IN BLOCK 4 IN ROBINSON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOT 2 TO THE WEST PER PLAT OF VACATION RECORDED NOVEMBER 30, 1999 AS DOCUMENT 09118519; ALSO THAT PART OF LOT 22 AND 23 IN BLOCK 4 OF ROBINSON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18; ALSO LOTS 25 THROUGH 29, BOTH INCLUSIVE EXCEPT THAT PART TAKEN FOR ROAD PURPOSES PER CONDEMNATION CASE NUMBER 81L17070 IN SAID ROBINSON'S SUBDIVISION AND ALL OF THE VACATED EAST-WEST ALLEY ADJOINING SUCH LOTS TO THE NORTH AND PORTIONS OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SAID LOT 25 TO THE EAST PER SAID PLAT OF VACATION, ALL IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, RECORDED IN THE RECORDER'S OFFICE FOR COOK COUNTY, ILLINOIS ON NOVEMBER 30, 1999 TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 IN ROBERTA RESUBDIVISION, AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 162.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST TO A POINT IN THE SOUTH LINE OF SAID LOT 2 BEING ALSO THE NORTH LINE OF LOT 22 IN BLOCK 4 OF SAID ROBINSON'S SUBDIVISION, A DISTANCE OF 10.00 FEET, SAID POINT BEING 27.00 FEET WEST OF THE ORIGINAL EAST LINE OF SAID LOT 22; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 30.00 FEET TO A POINT IN SAID LOT 23; THENCE SOUTH 45 DEGREES 04 MINUTES 53 SECONDS WEST 25.42 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH 2.00 FEET OF SAID LOT 23, A DISTANCE OF 18.00 FEET WEST OF THE WEST LINE OF SAID EAST 27.00 FEET THEREOF; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST TO A POINT IN THE CENTER OF SAID VACATED NORTH-SOUTH ALLEY PER SAID PLAT OF VACATION RECORDED AS DOCUMENT NUMBER 09118519, A DISTANCE OF 88.58 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID CENTER OF VACATED ALLEY, A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST 133.93 FEET TO A POINT IN THE WEST LINE OF SAID LOT 29 BLOCK 4, SAID POINT BEING ALSO THE NORTHWEST CORNER OF CONDEMNATION CASE NUMBER 81L17070; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 29 BLOCK 4 AND THE WEST LINE OF SAID EAST-WEST VACATED ALLEY, A DISTANCE OF 124.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 141.95 FEET TO A

POINT IN THE WEST LINE OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 96.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 50 MINUTES 14 SECONDS EAST 108.58 FEET TO THE POINT OF BEGINNING.

THE PROPERTY IS ALSO LEGALLY DESCRIBED AS FOLLOWS:

#### PARCEL 1:

LOTS 22 AND 23 IN BLOCK 4 IN ROBINSON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID LOTS 22 AND 23 DESCRIBED AS FOLLOWS:

THE SOUTH 2.00 FEET OF SAID LOT 23, THE EAST 27.00 FEET OF SAID LOTS 22 AND 23 AND ALSO ALL THAT PART OF SAID LOT 23 LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF THE SOUTH 2.00 FEET OF SAID LOT 23, A DISTANCE 18.00 FEET WEST OF THE WEST LINE OF THE SAID EAST 27.00 FEET THEREOF TO A POINT ON THE WEST LINE OF THE SAID EAST 27.00 FEET OF SAID LOTS 22 AND 23, A DISTANCE OF 18.00 FEET NORTH OF THE NORTH LINE OF THE SAID SOUTH 2.00 FEET OF LOT 23), AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SUCH LOTS TO THE WEST AS PER PLAT OF VACATION RECORDED IN THE RECORDER'S OFFICE FOR COOK COUNTY, ILLINOIS ON NOVEMBER 30, 1999 AS DOCUMENT 09118519, ALL IN COOK COUNTY, ILLINOIS.



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PARCEL 2:

LOTS 25, 26, 27, 28 AND 29 IN BLOCK 4 IN ROBINSON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART TAKEN FOR CONDEMNATION IN 81L17070), AND ALL OF THE VACATED EAST-WEST ALLEY ADJOINING SUCH LOTS TO THE NORTH AND PORTIONS OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SUCH LOT 25 TO THE EAST AS PER PLAT OF VACATION RECORDED IN THE RECORDER'S OFFICE FOR COOK COUNTY, ILLINOIS ON NOVEMBER 30, 1999 AS DOCUMENT 09118519, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 2 IN ROBETA RESUBDIVISION OF LOTS 9 TO 21 AND 30 TO 89 TOGETHER WITH PART OF VACATED ALLEY IN BLOCK 4 IN ROBINSON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY ADJOINING SUCH LOT 2 TO THE WEST AS PER PLAT OF VACATION RECORDED IN THE RECORDER'S OFFICE FOR COOK COUNTY, ILLINOIS ON NOVEMBER 30, 1999 AS DOCUMENT 09118519, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 130 FEET OF LOT 3 AS MEASURED ON THE EAST LINE IN BLOCK 13, IN FREDERICK H. BARTLETT'S RIDGELAND ACRES, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 6430 West 111th Street, Worth, Illinois 60482

P.I.N. 24-18-414-007-0000

24-18-415-005-0000

24-18-415-007-0000

24-18-415-009-0000

*sbj*

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## TENANT ACKNOWLEDGEMENT

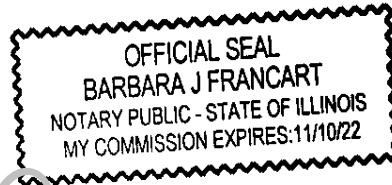
STATE OF ILLINOIS §  
  §  
COUNTY OF LAKE §

On this 5 day of August, 2020, before me appeared **Richard N. Steiner**, to me personally known, who, being by me duly sworn, did say that he is the **Director and Managing Counsel of Walgreen Co.**, an Illinois corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Director acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

*Barbara J. Francart*  
Notary Public

My term expires:



*abf*

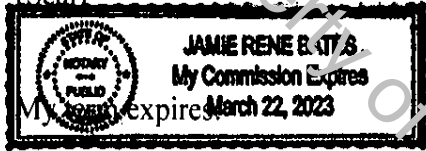
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## MORTGAGEE ACKNOWLEDGEMENT

STATE OF Alabama  
COUNTY OF Jefferson

On this 17th day of August 2020, before me appeared Robert R. Bedwell, III, to me personally known, who, being by me duly sworn, did say that he is the SVP, Mortgage Loans of Protective Life Insurance Company, a Tennessee corporation, and that said instrument was signed in behalf of said corporation by authority of its ~~board of directors~~, said corporation and said SVP, Mortgage Loans acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Jamie Rene Bates  
Notary Public

Property of Cook County Clerk's Office

sbj

