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Doc# 2103617046 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/05/2021 11:53 AM PG: 1 OF 7

RECORDING COVER SHEET

SUBORDINATION, NONDISTURBANCE AND ATTORNEMENT AGREEMENT

Property of Cook County Clerk's Office

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## SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT ("Agreement"), made and entered into as of January 27, 2021, by and between THE SHERWIN-WILLIAMS COMPANY, an Ohio corporation ("Lessee"), and NORTHBROOK BANK & TRUST COMPANY, N.A., a(n) National Banking Association ("Mortgagee").

### WITNESSETH:

WHEREAS, Lessee, as lessee, and TEF Shermer LLC, as lessor ("Lessor"), entered into a certain lease dated May 16, 2010, as the same may have been or be amended, extended, renewed or otherwise modified (collectively, the "Lease"), covering premises located at 1398 Meadow Road, Northbrook, Illinois, as further described in the Lease (the "Demised Premises");

WHEREAS, Mortgagee is or will become the owner and holder of a note from Lessor secured by a mortgage or deed of trust (the "Mortgage"), dated January 27, 2021, and recorded as Instrument No. Doc# 2103617043 ume \_\_\_\_\_, Page \_\_\_\_\_, Cook County Recorder's Office, constituting a first lien on certain real property (the "Mortgaged Property") which includes the Demised Premises; and

WHEREAS, Mortgagee and Lessee desire to provide for the subordination of the Lease to the lien of the Mortgage, for the nondisturbance by Mortgagee of the Lease and Lessee's rights thereunder, and for certain other matters, all as further set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and consented to by Mortgagee and Lessee, Mortgagee and Lessee do hereby agree as follows:

1. The Lease is and shall be absolutely subordinate to the lien of the Mortgage.

2. So long as Lessee is not in default (after giving effect to any notice requirements and cure periods provided in the Lease) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the Demised Premises under the Lease and Lessee's rights and privileges thereunder shall not be diminished or interfered with by Mortgagee, and Lessee's occupancy of the Demised Premises shall not be disturbed by Mortgagee during the term of the Lease or any extensions or renewals thereof. Mortgagee further agrees, notwithstanding anything to

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the contrary contained in the Mortgage or any other agreement or instrument, that Mortgagee shall permit insurance proceeds payable in respect of the Mortgaged Property to be used by the Lessor for any restoration or repair of the Demised Premises which is required by the provisions of the Lease.

3. If the interest of Lessor in the Mortgaged Property and/or the Lease shall be acquired by Mortgagee or its designee by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, then: the Lease and the rights of Lessee thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease; Lessee and Mortgagee shall thereupon be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof, with the same force and effect as if Mortgagee were originally the lessor under the Lease; and Lessee does hereby attorn to Mortgagee as its lessor under the Lease, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Mortgagee's succeeding to the interest of Lessor under the Lease.

4. This Agreement shall be binding upon the successors in interest and assigns of the parties hereto. This Agreement may be executed in multiple, identical counterparts which, when taken together, shall constitute one and the same instrument.

WITNESS:

NORTHBROOK BANK & TRUST  
COMPANY, N.A.

[Signature]  
[Signature]

By: [Signature]  
Its: Vice President

[Signature]  
[Signature]

<sup>NC</sup>  
THE SHERWIN-WILLIAMS COMPANY,  
an Ohio corporation  
By: [Signature]  
Assistant Secretary

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the contrary contained in the Mortgage or any other agreement or instrument, that Mortgagee shall permit insurance proceeds payable in respect of the Mortgaged Property to be used by the Lessor for any restoration or repair of the Demised Premises which is required by the provisions of the Lease.

3. If the interest of Lessor in the Mortgaged Property and/or the Lease shall be acquired by Mortgagee or its designee by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, then: the Lease and the rights of Lessee thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease; Lessee and Mortgagee shall thereupon be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof, with the same force and effect as if Mortgagee were originally the lessor under the Lease; and Lessee does hereby attorn to Mortgagee as its lessor under the Lease, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Mortgagee's succeeding to the interest of Lessor under the Lease.

4. This Agreement shall be binding upon the successors in interest and assigns of the parties hereto. This Agreement may be executed in multiple, identical counterparts which, when taken together, shall constitute one and the same instrument.

WITNESS:

NORTHBROOK BANK & TRUST  
COMPANY, N.A.

\_\_\_\_\_  
\_\_\_\_\_

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

*Jim Kazemiy*  
\_\_\_\_\_  
*Walter Scher*  
\_\_\_\_\_

<sup>NC</sup> THE SHERWIN-WILLIAMS COMPANY,  
an Ohio corporation

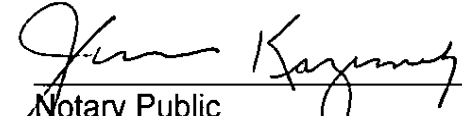
*[Signature]*  
By: \_\_\_\_\_  
Assistant Secretary

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STATE OF OHIO )  
 )  
 COUNTY OF CUYAHOGA )      SS:

BEFORE ME, a Notary Public in and for said county and state, appeared Stephen J. Perisutti, to me personally known, who, being by me sworn, did say that he is the Assistant Secretary of The Sherwin-Williams Company, the corporation named in and which executed the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that said instrument is his free act and deed individually and the free act and deed of said corporation.

WITNESS my hand and official stamp or seal at Cleveland, Ohio, this 6th day of January, 2021.

  
 \_\_\_\_\_  
 Notary Public  
~~My commission expires:~~  
**JAMES KAZIMIR, Attorney**  
**Notary Public - State of Ohio**  
 My commission has no expiration date  
 Section 147.03

STATE OF \_\_\_\_\_ )  
 )  
 COUNTY OF \_\_\_\_\_ )      SS:

BEFORE ME, a Notary Public in and for said county and state, appeared \_\_\_\_\_, to me personally known, who, being by me sworn, did say that he/she is the \_\_\_\_\_ of Northbrook Bank & Trust Company, N.A., the corporation named in and which executed the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that said instrument is his/her free act and deed individually and the free act and deed of said corporation.

WITNESS my hand and official stamp or seal at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Notary Public  
 My commission expires:

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STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA ) SS:

BEFORE ME, a Notary Public in and for said county and state, appeared Stephen J. Perisutti, to me personally known, who, being by me sworn, did say that he is the Assistant Secretary of The Sherwin-Williams Company, the corporation named in and which executed the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that said instrument is his free act and deed individually and the free act and deed of said corporation.

WITNESS my hand and official stamp or seal at Cleveland, Ohio, this 6<sup>th</sup> day of January, 2021.

James Kazimir  
Notary Public  
~~My commission expires:~~  
JAMES KAZIMIR, Attorney  
Notary Public - State of Ohio  
My commission has no expiration date  
Section 147.03

STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS:

BEFORE ME, a Notary Public in and for said county and state, appeared ADAM VISHNY, to me personally known, who, being by me sworn, did say that he/she is the VICE PRESIDENT of Northbrook Bank & Trust Company, N.A., the corporation named in and which executed the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that said instrument is his/her free act and deed individually and the free act and deed of said corporation.

WITNESS my hand and official stamp or seal at 100 W NORTH AVE CHICAGO, IL this 25<sup>th</sup> day of JANUARY, 2021.



Kelly Yzaguirre  
Notary Public  
My commission expires: 12/31/22

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 1 (EXCEPT THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED MARCH 9, 1995 AS DOCUMENT 95158158) AND ALL OF LOT 2 IN LORENZ SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PROPERTY ADDRESS OF REAL ESTATE:

1347 Shermer Road  
Northbrook, Illinois 60062

### PERMANENT TAX IDENTIFICATION NUMBERS:

04-10-302-026-0000

04-10-302-027-0000