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Doc# 2211849009 Fee \$88.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/28/2022 10:30 AM PG: 1 OF 13

(This Space for Recording Use Only)

THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:

WALGREEN CO.  
Prepared By: Stella B. Foster  
104 Wilmot Road, MS 144G  
Deerfield, Illinois 60015  
Real Estate Law Department  
Store # 5594/Lease ID#001

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNNMENT AGREEMENT made in multiple copies as of the \_\_\_ day of March 2022, by and between STANFORD FEDERAL CREDIT UNION, a federally chartered credit union Commercial Lending Department 1860 Embarcadero Road, Palo Alto, CA 94303 ("Mortgagee"), MISSION INVESTMENT GROUP, LLC, a California limited liability company ("Landlord") and BOND DRUG COMPANY OF ILLINOIS, LLC an Illinois corporation ("Tenant");

WITNESSETH:

WHEREAS, Mortgagee is the holder of a Note in the original principal amount of \$ 3,900,000.00, secured by a Mortgage or Deed of Trust ("Mortgage") dated March 29, 2022, recorded on \_\_\_\_\_, 2022, in Book \_\_\_\_\_, at Page \_\_\_\_\_ 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 January 25, 2000, ("Lease"), recorded by Memorandum of Lease of dated January 31, 2000, and recorded as Document Number 00141794 in the Official Records of Cook County, State of Illinois, Landlord, as landlord, leased to Tenant, as tenant, the property located on the southeast corner of Golf Road and Arlington Heights Road in Arlington Heights, Illinois, legally described on Exhibit "A" ("Leased Premises");

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

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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:

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

Store #5594/Lease ID#001  
3/10/22

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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 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.

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8. (a) Subject to the terms of (b) below, Tenant agrees that the covenants of Landlord in Article 8 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 8 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 8 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:      Stanford Federal Credit Union,  
Commercial Lending Department  
1860 Embarcadero Road, Palo Alto, CA 94303

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

If to Landlord:         Mission Investment Group, LLC  
11777 San Vicente Boulevard  
Los Angeles, CA 90049

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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 pages.

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**

**MORTGAGEE**

**BOND DRUG COMPANY OF ILLINOIS, LLC,**  
an Illinois corporation

**STANFORD FEDERAL  
CREDIT UNION**

By: [Signature]  
Name: Richard N. Steiner

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

*sbf*  
Title: Director and Managing Counsel

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

**LANDLORD**

**MISSION INVESTMENT GROUP, LLC**

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

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

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

*sbf*

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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**

**BOND DRUG COMPANY OF ILLINOIS, LLC,**  
an Illinois corporation

By: [Signature]  
Name: Richard N. Steiner  
*abf*  
Title: Director and Managing Counsel

**MORTGAGEE**

**STANFORD FEDERAL  
CREDIT UNION**

X [Signature] 4-5-2022  
By: Keely Fairfax  
Vice President Commercial Lending  
Name: STANFORD FEDERAL CREDIT UNION  
Title: \_\_\_\_\_

**LANDLORD**

**MISSION INVESTMENT GROUP, LLC**

By: [Signature]  
Name: Rachel Darush  
Title: sole member / owner

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*abf*

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## EXHIBIT "A"

### LEGAL DESCRIPTION (STORE #5594)

PARCEL 1:

LOT 2 IN THREE GOLF SUBDIVISION; BEING A RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 9, 2000 AS DOCUMENT NUMBER 00168214 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE, RECIPROCAL EGRESS FOR THE BENEFIT OF PARCEL 1 AS EASEMENT

AGREEMENT RECORDED NOVEMBER 10, 1999 AS DOCUMENT NUMBER 09057750, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 1 IN BRIAN PROPERTIES ADDITION AND THE EASTERLY RIGHT OF WAY OF ARLINGTON HEIGHTS ROAD, SAID LINE ALSO BEING THE EAST LINE OF PARCEL OAQ 0046 AS CONDEMNED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (CASE NO. 93L51010); THENCE SOUTH 88 DEGREES 23 MINUTES 05 SECONDS EAST ALONG THE NORTH LINE, 197.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 15 MINUTES 25 SECONDS EAST 268.24 FEET TO THE SOUTH RIGHT OF WAY LINE OF GOLF ROAD AND ALSO BEING THE SOUTH LINE OF SAID PARCEL OAQ 0046; THENCE SOUTH 88 DEGREES 46 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE 21.50 FEET; THENCE 01 DEGREE 15 MINUTES 25 SECONDS WEST, 32.83 FEET; THENCE SOUTH 01 DEGREE 15 MINUTES 25 SECONDS WEST 111.80 FEET TO SAID NORTH LINE; THENCE NORTH 88 DEGREES 23 MINUTES 06 SECONDS WEST, 12.70 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PERPETUAL NON-EXCLUSIVE STORM WATER AND DRAINAGE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY STORM WATER AND DRAINAGE EASEMENT AGREEMENT RECORDED NOVEMBER 10, 1999 AS DOCUMENT NUMBER 09057751 OVER AN UNDEFINED PORTION OF LOTS 1 AND 2 IN THE AFORESAID SUBDIVISION.

CKA: 3 E. Golf Rd, Arlington Heights, IL 60005

PI: 08-16-201-024-0000

abf



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## TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS §  
  §  
COUNTY OF LAKE §

On this 9 day of March 2022, 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 Bond Drug Company of Illinois.**, an Illinois corporation, and that said instrument was signed on 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)

*Diane C Cozzi*  
Notary Public

My term expires: 5/6/25



*sbj*

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## MORTGAGEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_ day of \_\_\_\_\_ 2022 before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_, a(n) \_\_\_\_\_, and that said instrument was signed in behalf of said company by due authority, and said Manager acknowledged said instrument to be the free act and deed of said company.

(Seal)

See Attached  
Notary Public

My term expires:

Property of Cook County Clerk's Office

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## LANDLORD ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

PLEASE SEE ATTACHED  
NOTARIAL CERTIFICATE

*4/4/2022*

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
appeared \_\_\_\_\_, to me personally known, who, being by me duly  
sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a(n)  
\_\_\_\_\_, and that said instrument was signed in behalf of said bank by authority of  
its \_\_\_\_\_, and said individual acknowledged said instrument to be the  
free act and deed of said bank.

(Seal)

\_\_\_\_\_  
Notary Public

My term expires:

Store #5594/Lease ID#001  
3/10/22

*ebf*

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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

On 4/4/2022 before me, ARISTEO R. SILVA, Notary Public  
(insert name and title of the officer)

personally appeared RACHEL DARVISH  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Property of Los Angeles County Clerk's Office

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

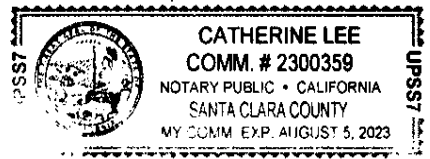
On April 5<sup>th</sup> 2022 before me, Catherine Lee, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Keely Fairfax  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: SMPA

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Stanford Federal Credit Union Signer Is Representing: \_\_\_\_\_