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Doc#. 2213907334 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/19/2022 12:07 PM Pg: 1 of 9

PREPARED BY AND WHEN RECORDED MAIL TO:

Glenn Udell, Esq.
Brown Udell Pomerantz & Delrahim,
Ltd.
225 West Illinois Street, Suite 300
Chicago, Illinois 60654
Brown Udell Pomerantz & Delrahim
Ltd.

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT dated as of August 13, 2021 (this "Agreement"), is entered into by and between LKSKMK Investments LLC - Series A, a Delaware series limited liability company ("Landlord"), which is the successor-in-interest W & A Building LLC to The Huntington National Bank, a national banking association ("Tenant"), which is the successor-in-interest to TCF National Bank and Amalgamated Bank of Chicago ("Mortgagee").

WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated January 13, 2003 (the "Lease"), pertaining to the premises commonly known as the Northwest corner of Fullerton and Southport Avenues, Chicago, Illinois ("Premises") and legally described on the attached Exhibit A.

WHEREAS, Mortgagee holds a first mortgage encumbering the Premises (the "Mortgage") which was granted to secure a certain loan made by Mortgagee to Landlord and evidenced, in part, by Landlord's note to Mortgagee and, notwithstanding anything in the Lease to the contrary, Mortgagee and Tenant hereby agree:

1. The Lease and the rights of Tenant thereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of the Mortgage and to all advances made or hereafter to be made upon the security thereof, subject to the terms and conditions of this Agreement.
2. Upon the foreclosure of the Mortgage by power of sale, voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall be subject to the provisions of Paragraph 4 below, attorn to and recognize Mortgagee or the purchaser of the Premises at any foreclosure sale or the grantee of a deed in lieu of foreclosure with respect to the Premises (such purchaser or grantee hereinafter referred to as a "Foreclosure Purchaser") as Tenant's landlord, and the Lease shall continue in full force and effect upon all of the terms, covenants and conditions set forth in the Lease.
3. Neither Mortgagee, its successors or assigns, nor any Foreclosure Purchaser, shall in any way or to any extent be obligated or liable to Tenant: (i) for any prior act, or default on the part of the original or any prior landlord under the Lease, except to the extent the act or default occurs after the time

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Mortgagee or Foreclosure Purchaser becomes owner of the Premises, and except for any credit or offset or maintenance obligations expressly permitted or provided for under the Lease; or (ii) for any security deposit deposited with the original or any prior landlord under the Lease, and not physically delivered to Mortgagee, its successors or assigns; or (iii) under any provision in the Lease relating to a duty or obligation of the Landlord first accruing prior to the foreclosure or transaction in lieu of foreclosure, except for any credit or offset or maintenance obligation expressly permitted or provided for under the Lease; or (iv) with respect to the construction and completion of any improvements on the Premises except for any insurance proceeds, if any, held by the Landlord as proved in the Lease.

4. None of Tenant's rights or interests under the Lease shall be disturbed (and all other provisions of the Lease shall be honored without any changes or modifications whatsoever) by Mortgagee, its successors or assigns, or any Foreclosure Purchaser, and Tenant shall not be named as a party defendant to any foreclosure of the lien of the Mortgage, provided Tenant is not in default under the Lease, which default is not cured during any applicable grace or cure period and shall continue to observe and perform its obligations under the Lease and this Agreement and shall pay Rental and Impositions as provided in the Lease to whomever may be lawfully entitled to the same from time to time pursuant to the terms of the Lease.

5. Tenant agrees to give Mortgagee or any Foreclosure Purchaser, notice of any default by Landlord under the Lease, simultaneously with notice to Landlord, and notice of any termination of the Lease or claim of credit or offset thereunder on account of the default by Landlord under the Lease. Tenant further agrees that if Landlord shall have failed to cure any default by Landlord under the Lease within the time, if any, provided for in the Lease, Mortgagee shall have thirty (30) days after receipt of notice thereof to cure such default or if such default cannot be cured within that time, then Mortgagee shall have such additional time as may be reasonably necessary to cure such default which in no event shall exceed ninety (90) days from the beginning of the original thirty (30) day period, provided within such thirty (30) days and at all times thereafter, Mortgagee has commenced and is diligently pursuing the curing of such default (including but not limited to commencement of foreclosure proceedings if necessary, to effect such cure). The Lease may not be modified or amended nor shall the Lease be canceled or surrendered without the prior written consent of Mortgagee.

6. This Agreement shall inure to the benefit of Mortgagee and its successors and assigns, and to any successor or assign of Tenant permitted under the Lease; provided, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee thereafter accruing shall terminate, provided Mortgagee's assignee assumes such obligations and liabilities, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.

7. All notices hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) received or refused after deposit in regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, and (iii) when received if sent by private courier service and (b) addressed as follows:

If to Mortgagee:

Amalgamated Bank of Chicago
30 North LaSalle Street
Chicago, IL 60602
Attention: Christopher Jenkins

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It to Tenant:

The Huntington National Bank
Attn: Tracy Neville
5555 Cleveland Avenue, GW1097
Columbus, OH 43231

or such other names and addresses as Tenant shall,
from time to time, designate.

If to Landlord:

LKSKMK Investments LLC - Series A, a
Delaware series limited liability company
1017 Crystal Court
Glenview, IL 60025
Attention: Shameem Khan

With a copy to:

Brown Udell Pomerantz & Delrahim, Ltd.
225 West Illinois Street, Suite 300
Chicago, Illinois 60654
Attention: Glenn L. Udell, Esq.

or to each such party at such other address as such party may designate in a written notice to the other party.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and shall have the same force and effect as though all the signers had signed a single signature page.

[signature page follows]

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IN WITNESS WHEREOF, the parties have executed this SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT as of the date set forth above.

MORTGAGEE:

Amalgamated Bank of Chicago

By: [Signature]
Name: Christopher Jenkins
Its: Vice President

TENANT:

The Huntington National Bank, a national banking association

By: [Signature]
Name: Teddy Neville
Its: VP, Lease Administration

LANDLORD:

LKSKMK Investments LLC - Series A, a Delaware series limited liability company

By: [Signature]
Name: Shameer Khan
Its: MANAGER

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IN WITNESS WHEREOF, the parties have executed this SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT as of the date set forth above.

MORTGAGEE:

Amalgamated Bank of Chicago

By: _____
Name: _____
Its: _____

TENANT:

The Huntington National Bank, a national banking association

By: Teddy Neville
Name: Teddy Neville
Its: VP, Lease Administration

LANDLORD:

LKSKMK Investments LLC - Series A, a Delaware series limited liability company

By: _____
Name: _____
Its: _____

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MORTGAGEE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

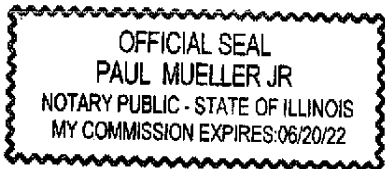
The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT CHRISTOPHER JENKINS, VICE PRESIDENT of AMALGAMATED BANK OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CHRISTOPHER JENKINS appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26TH day of April, 2022.

Paul Mueller, Jr.
NOTARY PUBLIC

My Commission Expires: 06-20-2022

Paul Mueller, Jr.
[SEAL]



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TENANT

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN

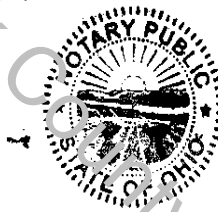
The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT TRACY NEVILLE, Vice President of THE HUNTINGTON NATIONAL BANK personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, such person appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of April, 2022.

Terr J. Wyatt
NOTARY PUBLIC

My Commission Expires:

3/12/2023



TERRI J. WYATT
Notary Public, State of Ohio
My Comm. Expires March 12, 2023
Recorded in Franklin County

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LANDLORD

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

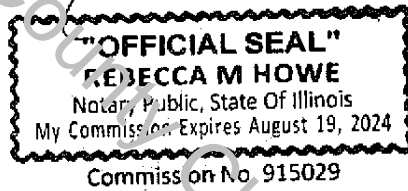
The Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Shameem Khan and Hyder Mohammed, managers of LKSKMK INVESTMENTS LLC – SERIES A, a Delaware series limited liability company, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such managers, appeared before me this day in person and acknowledged that such persons signed and delivered said instrument as each such person's own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25TH day of April, 2022.

Rebecca M. Howe
NOTARY PUBLIC

My Commission Expires:

August 19, 2024
[SEAL]



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EXHIBIT A

LOTS 19 TO 24 IN BLOCK 1 IN HAHNES' SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1400 W. Fullerton Avenue, Chicago, Illinois 60614

PIN(s) #14-29-320-038-0000; 14-29-320-039-0000; 14-29-320-040-0000; 14-20-320-041-0000 and 14-29-320-042-0000

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