



Doc# 2222241019 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/10/2022 11:36 AM PG: 1 OF 13

(This Space for Recording Use Only)

THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:

WALGREEN CO.

Prepared By: Sneila B. Foster
104 Wilmot Road, MS 144G
Deerfield, Illinois 60015
Real Estate Law Department
Store # 829 /Lease ID#001

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 8 day of ~~July~~ ^{August} 2022, by and between AMERICAN NATIONAL INSURANCE COMPANY, a Texas insurance company ("Mortgagee"), IN RETAIL FUND THATCHER WOODS, L.L.C., a Delaware limited liability company ("Landlord") and WALGREEN CO., an Illinois corporation ("Tenant");

WITNESSETH:

WHEREAS, Mortgagee is the holder of a Note in the original principal amount of \$ 21,500,000.00 secured by a Mortgage or Deed of Trust ("Mortgage") dated 8/4/22, 2021 recorded on 8/10/2022, ~~2021~~, in Book 8222241016, at Page 8, in the Official Records of COOK, State of ILLINOIS, covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, by Amended and Restated Lease dated May 4, 1999, ("Lease"), recorded by Memorandum of Lease, on March 7, 1966, in Book 708 of Plats at Page 50, under File No. 19757982 in the Official Records of Cook County, State of Illinois, Landlord, as landlord, leased to Tenant, as tenant, the property, of the **Southeast corner of Belmont Avenue and Cumberland Avenue in River Grove, 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 #829/Lease ID#001

7/15/22

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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 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 Lender: Attn: Mortgage and Real Estate Investment Department
2525 South Shore Blvd., Suite 207
League City, Texas 77573

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

If to Landlord: c/o Pine Tree
814 Commerce Drive, Suite 300
Oak Brook, IL 60523

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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. INTENTIONALLY OMITTED

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 acknowledgement 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.

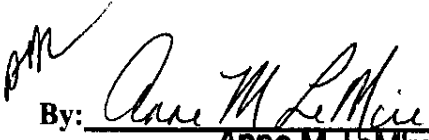
TENANT

MORTGAGEE

WALGREEN CO,
an Illinois corporation

**AMERICAN NATIONAL INSURANCE
COMPANY**

By: 
Name: Richard N. Steiner
abf
Title: Director and Managing Counsel

By: 
Name: Anne M. LeMire
Title: SVP & Chief Securities
Investment Officer

**IN RETAIL FUND THATCHER WOODS,
L.L.C., a Delaware limited liability company**

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

abf

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TENANT

MORTGAGEE

WALGREEN CO,
an Illinois corporation

**AMERICAN NATIONAL INSURANCE
COMPANY**

By: _____

By: _____

Name: Richard N Steiner

Name: _____

Title: Director and Managing Counsel

Title: _____

**IN RETAIL FUND THATCHER WOODS,
L.L.C., a Delaware limited liability company**

By: _____

Name: _____

Title: _____

sbf

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TENANT

MORTGAGEE

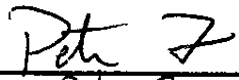
WALGREEN CO,
an Illinois corporation

**AMERICAN NATIONAL INSURANCE
COMPANY**

By: 
Name: Richard N. Steiner
sbj
Title: Director and Managing Counsel

By: _____
Name: _____
Title: _____

**IN RETAIL FUND THATCHER WOODS,
L.L.C., a Delaware limited liability company**

By: 
Name: Peter Forana
Title: VP

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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LANDLORD ACKNOWLEDGEMENT

STATE OF Illinois

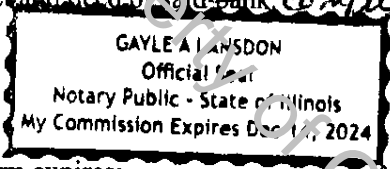
COUNTY OF DuPage

On this 2nd day of August 2022 before me appeared Peter Fornan, to me personally known, who, being by me duly sworn, did say that he/she is the VP of _____, a(n) _____, and that said instrument was signed in behalf of said bank by authority of its VP, and said individual acknowledged said instrument to be the free act and deed of said bank company.

a Delaware limited liability company

In Retail Fund Thatcher Woods Company

(Seal)



Gayle A. Lansdon
Notary Public

My term expires:
12/14/2024

Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION (STORE # 829)

LOT "A" IN RIVER GROVE ESTATE, BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 LOT OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF LOT "A" IN RIVER GROVE ESTATE AFORESAID BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT "A"; THENCE EAST ON THE NORTH LINE OF SAID LOT "A" A DISTANCE OF 31.58 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE OF LOT "A" TO THE SOUTHEASTERLY LINE OF LOT "B" IN SAID RIVER GROVE ESTATE, EXTENDED NORTHEASTERLY; THENCE SOUTHWESTERLY ON SAID SOUTHEASTERLY LINE OF LOT "B" EXTENDED TO THE MOST EASTERLY CORNER OF LOT "B"; THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF LOT "B" AND SAID NORTHEASTERLY LINE, EXTENDED TO THE NORTHWESTERLY LINE OF SAID LOT "A" TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 8355 W Belmont Ave, River Grove, IL 60171

PIN: 12-26-201-077-0000

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TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS §
 §
COUNTY OF LAKE §

On this 18 day of July, 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 Walgreen Co**, 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)


Notary Public

My term expires: 5/6/25



sbj

