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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/14/2022 09:59 AM PG: 1 OF 9

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DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Subordination, Non-Disturbance and Attornment Agreement

DATE OF DOCUMENT: as of September 9, 2022

GRANTOR: 2515 - 55 W VETERANS LLC

Mailing Address:

2515 - 55 W Veterans LLC
C/O Mendel Mangel
1325 President Street
Brooklyn, NY 11213

GRANTEE: Midland States Bank

Mailing Address:

9925 Clayton Rd.
St. Louis, Missouri 63124

LEGAL DESCRIPTION: See Exhibit A

This Document Prepared by
and upon Recording Return to:

Mike Wazlawek, Esq.
POLSINELLI
100 S. Fourth St.
Suite 1000
St. Louis, Missouri 63102

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (this “**Agreement**”) is entered into as of September 9, 2022, by and between **COOK COUNTY** (“**Tenant**”); **2515 – 55 W VETERANS LLC**, an Illinois limited liability company (together with its successors and assigns, the “**Landlord**”); and **MIDLAND STATES BANK**, an Illinois banking corporation (“**Lender**”).

[NOTE: BY SIGNING AND DELIVERING ITS SIGNATURE AND NOTARY PAGES TO THE ATTACHED DOCUMENT, TENANT AND ANY GUARANTOR OF THE LEASE HEREBY CONSENT TO LENDER PERFORMING THE FOLLOWING ACTIONS IN ORDER TO CREATE AN EXECUTION VERSION OF THIS AGREEMENT: (I) INSERTING THE CLOSING DATE OF THE LOAN FOR THE ENTERED INTO DATE OF THIS AGREEMENT AND THE DATE OF THE LOAN AGREEMENT BELOW; (II) CREATING A CLEAN EXECUTION VERSION THAT INCORPORATES ANY HANDWRITTEN COMMENTS RECEIVED FROM TENANT (INCLUDING, ADDRESSES, DATES, AMOUNTS, ETC.) AND THAT ARE ACCEPTED BY LENDER; (III) ATTACHING THE FINAL LEGAL DESCRIPTION AGREED TO BY LANDLORD AND LENDER AS EXHIBIT A TO THIS AGREEMENT; (IV) PUTTING THE AGREEMENT IN RECORDABLE FORM; AND (V) DELETING THIS NOTE FROM THE EXECUTION VERSION OF THIS AGREEMENT AFTER THE PRECEDING CHANGES HAVE BEEN MADE.]

WITNESSETH:

WHEREAS, Landlord is the owner of a fee simple estate in the real property described in Exhibit A, which is attached hereto and incorporated herein by this reference, together with the improvements thereon (the “**Property**”);

WHEREAS, Landlord or its predecessor and Tenant have entered into a certain Lease Agreement dated as of March 3, 1999 (as amended and as the same may hereafter be modified, the “**Lease**”), leasing to Tenant a portion of the Property (the “**Premises**”);

A. Lender is making a loan to Landlord (as the same may from time to time be amended, modified, extended, renewed or restated, the “**Loan**”) pursuant to the terms and conditions of that certain Loan Agreement, dated as of even date herewith (as the same may from time to time be amended, modified, extended, renewed or restated, the “**Loan Agreement**”), by and between Landlord and Lender, which is secured, in part, by the lien of that certain Mortgage, Security Agreement and Fixture Filing executed and delivered by Landlord to Lender encumbering the Property (as the same may from time to time be amended, modified, extended, renewed or restated, the “**Security Instrument**”) and an assignment of all leases of and rents from the Property.

B. As a condition to making the Loan, Lender requires that Tenant enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Tenant Agreements. Tenant hereby agrees as follows:

- (a) No cancellation, modification, amendment, extension, or assignment of the Lease, and no subletting or prepayment of more than one month’s rent shall be made without Lender’s prior written consent.

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- (b) All rent payments shall be paid as provided under the Lease until Tenant has been otherwise notified by Lender. All prepayments of more than one month's rent and any and all termination fees paid by Tenant, or at Tenant's direction, shall be payable jointly to Lender and Landlord.
- (c) Tenant will deliver to Lender a copy of all material notices Tenant delivers to Landlord.
- (d) Tenant has received no notice and has no knowledge of any prior sale, transfer, assignment, hypothecation or pledge of the Lease or rents payable thereunder.

2. Subordination. The Lease and all terms thereof, including, without limitation, any options to purchase or rights to expand the improvements located on the property, rights of first refusal, rights of first offer, and rights with respect to insurance proceeds and condemnation awards, are and shall be subject and subordinate to the Security Instrument, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

3. Joinder. In the event Lender elects to foreclose the Security Instrument, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

4. Attornment. Tenant agrees that it will attorn to and recognize any purchaser of the Property at a Security Instrument foreclosure sale or any transferee who acquires the Property by deed in lieu of foreclosure or exercise of a power of sale or otherwise in respect of the Security Instrument (in any such case, the "New Owner") and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease. If requested by New Owner, Tenant shall execute a new lease with New Owner, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

5. Non-Disturbance. Limitation of Liability. In the event that New Owner shall succeed to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease, New Owner will not disturb or otherwise interfere with Tenant's possession of the Premises for the unexpired term of the Lease, provided that New Owner shall not be:

- (a) liable for any act or omission of Landlord or any prior landlord under the Lease, except to the extent that the Lease requires New Owner to cure any defaults of any prior landlord (including Landlord) that are: (i) existing as of the date New Owner obtains possession of the Premises; and (ii) are susceptible to cure by New Owner;
- (b) subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord prior to the date upon which New Owner shall become the owner of the Property;
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;

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- (d) bound by any amendment or modification of the Lease made without Lender's prior written consent, except for minor modifications and amendments entered into in the ordinary course of business, consistent with prudent property management practices, not affecting the economic terms or term of the Lease;
- (e) liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent New Owner has actually received the security deposit; or
- (f) obligated to commence or complete any construction or restoration of the Property required on the part of Landlord.

Lender shall not, either by virtue of the Security Instrument or this Agreement, be or become: (i) a mortgagee-in-possession; or (ii) subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired by foreclosure or otherwise the interest of Landlord in the Property. Lender's liability or obligation under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Property as modified by the terms of this Agreement. In addition, upon such acquisition, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Property. In the event of the assignment or transfer of the interest of Lender under this Agreement, all obligations and liabilities of Lender under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom Lender's interest is assigned or transferred.

6. Rent Payment. Tenant agrees to pay all rents directly to Lender immediately upon notice that Lender is exercising its rights to such rents under the Security Instrument or any other loan documents following a default by Landlord or other applicable party. Tenant shall be under no obligation to ascertain whether a default by Landlord has occurred under the Security Instrument or any other loan documents. Landlord waives any right, claim or demand it may now or hereafter have against Tenant by reason of such direct payment to Lender and agrees that such direct payment to Lender shall discharge all obligations of Tenant to make such payment to Landlord.

7. Cure by Lender of Landlord Defaults. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender shall have such longer time as may be necessary to cure the default; provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

9. Modification. This Agreement can be modified only in writing executed by all parties.

10. Notice. Any notice, request, demand or other communication required or permitted hereunder shall be given in writing by: (i) personal delivery; (ii) expedited delivery service with proof of delivery; or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the following address:

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Tenant:

County of Cook
Cook County Real Estate Management Division,
69 West Washington Street, Suite 3100
Chicago, IL 60602
Attn: Jessica Caffrey

Lender:

Midland States Bank
9925 Clayton Rd.
St. Louis, Missouri 63124
Attn: Jada Jordan

With a copy to:

Polsineiii PC
Attn: Mike Wazlawek
100 S. Fourth Street, Suite 1000
St. Louis, Missouri 63102

or to such different address as the addressee shall have designated by written notice sent in accordance herewith and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein.

11. Miscellaneous.

- (a) This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.
- (b) This Agreement shall be deemed to amend any provisions of the Lease which are inconsistent with the terms hereof.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- (d) Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

[Remainder of page intentionally left blank; signature pages follow]

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IN WITNESS WHEREOF, the undersigned has executed this Agreement on the respective date of acknowledgement, to be effective as of the date first written above.

TENANT:

COOK COUNTY, a body politic and corporate of the State of Illinois

By: Jessica A. Coffey
Name: Jessica A. Coffey
Title: Director

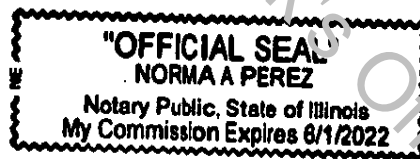
STATE OF Illinois)
)
COUNTY OF Cook)

On this 13th day of May, 2022, before me, Norma A. Perez Notary Public in and for said state, personally appeared _____, _____ of _____, a _____, known to me to be the person who executed the within instrument in behalf of said _____ and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county or city and state aforesaid, the day and year last above written.

Norma A. Perez
Notary Public

My Term Expires: 06/01/2022



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IN WITNESS WHEREOF, the undersigned has executed this Agreement on the respective date of acknowledgement, to be effective as of the date first written above.

LENDER:

MIDLAND STATES BANK,
an Illinois banking corporation

By: Jada Jordan
Jada Jordan,
Senior Commercial Relationship Manager

STATE OF MISSOURI)
)
)
COUNTY OF St. Louis)

On this 23 day of August, before me, Alfred Page III a Notary Public in and for said state, personally appeared Jada Jordan, a Senior Commercial Relationship Manager with Midland States Bank, an Illinois banking corporation, known to me to be the person who executed the within instrument on behalf of said entity and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county or city and state aforesaid, the day and year last above written.

Alfred Page III
Notary Public

My Term Expires: 07/16/2023

Alfred Page III
Notary Public - Notary Seal
STATE OF MISSOURI
My Commission Expires 07/16/2023
Commission# 14603124

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EXHIBIT A

LOT 1 IN CLOVER LEAF INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, NORTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Prop Address: 2515 W. Veterans Drive, Posen IL 60469

P.I.N.# 23-12-401-056-0000

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