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Karen A. Yarbrough  
Cook County Clerk  
Date: 01/27/2023 10:35 AM Pg: 1 of 6

This document was prepared by  
and after recording should be  
returned to:

Barnes & Thornburg LLP  
One North Wacker Street  
Suite 4400  
Chicago, IL 60606  
Attention: Jeffrey P. Gray

CEHI 22081924 LK 4065

Address of Property:  
933-945 North State Street  
Chicago, IL 60611

Permanent Index Nos.:  
17-03-206-002-0000  
17-03-206-015-0000

## SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") made and entered into as of January 26, 2023, by and between Milk + Honey - State Street, LLC, a Texas limited liability company ("Tenant"), and CIBC Bank USA, an Illinois state chartered bank (together with its successors and assigns, "Mortgagee").

### WITNESSETH

WHEREAS, Tenant entered into a lease agreement dated September 23, 2021 (the "Lease") with State-Walton, LLC, an Illinois limited liability company, as landlord hereunder (said landlord, together with its predecessors and successors in interest under the Lease, "Landlord") for the Property (defined below) (the "Leased Premises"); and

WHEREAS, the property of which the Premises is a part is situated upon real estate described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Mortgagee, as a condition to making a mortgage loan on the Property has requested the execution of this Agreement; and

WHEREAS, the loan is evidenced by that certain promissory note and secured, among other things, by a Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (as amended, the "Mortgage") and an Assignment of Rents and Leases (as amended, the "Assignment" and collectively with the Mortgage, the "Security Documents" and with the other documents executed by Landlord in connection with the mortgage loan, the "Loan Documents"), each of which is dated January 26, 2023; and

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WHEREAS, the Security Documents have been or will be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said Premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

Subject to the terms and conditions set forth in this Agreement, the Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

In the event it should become necessary to foreclose the Mortgage, Mortgagee thereunder will not join Tenant under the Lease in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease after getting any required notices and the expiration of any cure periods.

In the event that Mortgagee shall, by foreclosure, conveyance in lieu of foreclosure, or otherwise, succeed to the interest of Landlord under the Lease, Mortgagee (and any purchaser at the foreclosure sale) agrees to be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant agrees, from and after such event, to attorn to Mortgagee and/or purchaser at any foreclosure sale of the Property, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and Tenant shall have the same remedies against Mortgagee (or purchaser) for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Mortgagee (or purchaser) had not succeeded to the interest of Landlord; provided, however, Mortgagee (or purchaser) shall not be:

liable for any act or omission of any prior or subsequent landlord (including Landlord) other than Mortgagee or its affiliates that may take title to the Property; or

subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) and has not given Mortgagee notice of; or

bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

bound by any amendment or modification of the Lease made without its consent.

Mortgagee does not intend hereby to waive or negate any covenant or agreement in said Lease which provides Landlord an option, if any, to cancel independently of any default by Tenant.

It is understood and agreed that this instrument may be dated, executed and delivered

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prior to the execution, delivery and/or recordation of the Security Documents but, nonetheless, this instrument shall be and remain effective for the uses and purposes herein set forth.

In the event the Mortgage shall be assigned, the named Mortgagee shall be relieved of further responsibility hereunder and the benefits and burdens hereunder shall inure to the benefit of and be binding upon each successor owner of the Mortgage.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

MILK + HONEY - STATE STREET, LLC

CIBC BANK USA

By: *[Signature]*  
Name: *Alissa Bayer*  
Its: *Pres. / Manager*

By: *[Signature]*  
Name: *Manaband Saha*  
Its: *Manaband Director*

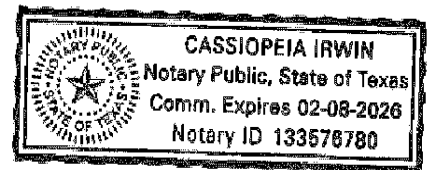
STATE OF TX)  
)SS  
COUNTY OF )  
*TRAVIS*

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Miss a Bayer, the president of MILK + HONEY - STATE STREET, LLC, a Texas limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, he/she signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17<sup>th</sup> day of January, 2023.

*Cassiopeia Irwin Cli*

Notary Public



STATE OF ILLINOIS)  
)SS

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COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MATTHEW SABA, the MANAGING DIRECTOR of CIBC BANK USA personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, he/she signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of CIBC BANK USA, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day of January, 2023.

Virginia J. Watson

Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

The leasehold estate created by the instrument herein referred to as the lease, executed by: The Northern Trust Company, John F. Cuneo, Jr. and Frank C. Cuneo, as Co-Trustees under the Last Will and Testament of Frank Cuneo, deceased, as lessor, and LaSalle Bank National Association, as successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated June 1, 1989 and known as Trust Number 108479-03, as lessee, dated October 30, 1989, which a Memorandum of Ground Lease Agreement was recorded November 2, 1989, which lease demises the following described land for a term of years beginning October 30, 1989 and ending December 31, 2063. First Amendment to Ground Lease Agreement dated May 27, 1992 extending the term to December, 2068. Second Amendment to Ground Lease Agreement dated as of March 12, 2003. Third Amendment to Lease dated December 1, 2014 extending the term time to December 31, 2098.

#### Parcel 1:

The North 14 and 2/3rds feet of Lot 3 and all of Lot 2 in Roskopf and Others Subdivision of the South 1/2 of Block 9 in Canal Trustees' Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian,

Also

Lots 4 and 5 in the Subdivision of the North 1/2 of Block 9 in Canal Trustee's Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2:

The South 40.2 feet of Lot 3 (except the East 27 feet 4 inches thereof) in Roskopf and Others Subdivision of the South 1/2 of Block 9 in Canal Trustees' Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, (excepting from said premises any portion thereof, if any, within the North 14 2/3 feet of said Lot 3) in Cook County, Illinois.

#### Parcel 3:

Lot 1 in Roskopf and Others Subdivision of the South 1/2 of Block 9 in Canal Trustees' Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### PROPERTY ADDRESS OF REAL ESTATE:

933-945 N. State Street, Chicago, IL 60610

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**PERMANENT TAX INDEX NUMBERS:**

17-03-206-002-0000

17-03-206-015-0000

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