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Doc#: 2319125040 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 07/10/2023 10:05 AM Pg: 1 of 8

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

Jay R. Goldberg  
Field and Goldberg, LLC  
10 South LaSalle Street  
Suite 2910  
Chicago, IL 60603

**GIT**

41076247

**Address of Property:**  
1320 Patriot Boulevard  
Glenview, IL 60026

**Permanent Index No.:**  
04-34-200-021-0000

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

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (the "Agreement") made and entered into as of this 22<sup>nd</sup> day of June, 2023, by and between **PATRIOT 2 LLC**, a Delaware limited liability company, formerly known as **BB GLENVIEW LLC** (herein called "Tenant"), and **AMALGAMATED BANK OF CHICAGO** (herein, together with its successors and assigns, called "Mortgagee").

### **WITNESSETH**

WHEREAS, Tenant entered into a lease dated January 12, 2022 (herein called the "Lease") with **1310 PATRIOT PARTNERS, LLC**, a Delaware limited liability company, as the landlord thereunder (said landlord, together with its predecessors and successors in interest under the Lease, the "Landlord") for the property ("Leased Premises") commonly known as 1320 Patriot Boulevard, Glenview, Illinois; and

WHEREAS, the Leased Premises is situated upon real estate described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Mortgagee, as a condition to making a non-revolving line of credit construction loan (the "Loan") on the Premises, has requested the execution of this Agreement; and

WHEREAS, the Loan is evidenced by that certain Non-Revolving Line of Credit Note (the "Note") dated June 22, 2023 and secured, among other things, by a Mortgage (the "Mortgage") dated June 22, 2023, Assignment of Rents and Leases (the "Assignment") dated June 22, 2023, and a Uniform Commercial Code Financing Statement (the "UCC"), all of which are collectively referred to herein as the "Loan Documents"; and

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WHEREAS, the Loan Documents other than the Note are collectively referred to as the "Security Documents"; and

WHEREAS, the Security Documents have been 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:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

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

- a. liable for any act or omission of any prior or subsequent landlord (including the Landlord); or
- b. subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- c. bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
- d. bound by any amendment or modification of the Lease made without its consent.

4. Notwithstanding anything to the contrary hereinabove contained, any interest of the Tenant in an option to purchase all or any part of the demised premises contained in

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the Lease is specifically subordinated to the rights of the first Mortgagee under the terms of the Mortgage and such option shall not be binding upon the first Mortgagee, his successors or assigns.

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

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

7. 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.]*

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

**TENANT:**

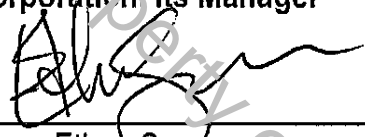
**MORTGAGEE:**

**PATRIOT 2 LLC, a Delaware limited liability company, formerly known as BB GLENVIEW LLC**

**AMALGAMATED BANK OF CHICAGO.**

By: **LETNICE ENTERTAIN YOU ENTERPRISES, INC., an Illinois corporation, its Manager**

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

By:   
Name: Ethan Samson  
Title: Authorized Representative

Property of Cook County Clerk's Office

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

**TENANT:**

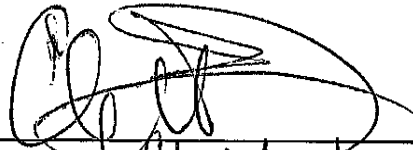
**PATRIOT 2 LLC, a Delaware limited liability company, formerly known as BB GLENVIEW LLC**

By: **LETTUCE ENTERTAIN YOU ENTERPRISES, INC., an Illinois corporation, its Manager**

By: \_\_\_\_\_  
Name: Ethan Samson  
Title: Authorized Representative

**MORTGAGEE:**

**AMALGAMATED BANK OF CHICAGO.**

By:   
Name: Christopher Jenkins  
Its: Senior Vice President

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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that **ETHAN SAMSON**, the Authorized Representative of **LETTUCE ENTERTAIN YOU ENTERPRISES, INC.**, an Illinois corporation, being the Manager of **PATRIOT 2 LLC**, a Delaware limited liability company, formerly known as **BB GLENVIEW LLC**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **PATRIOT 2 LLC** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26<sup>th</sup> day of June, 2023.



*Kelli Marshall*  
\_\_\_\_\_  
Notary Public

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STATE OF ILLINOIS     )  
   ) SS  
 COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that CHRISTOPHER MENKINS, the SVP of **AMALGAMATED BANK OF CHICAGO**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said **AMALGAMATED BANK OF CHICAGO** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of June, 2023.

Agnieszka Szuminski  
 Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 3 IN THE DOMINICK'S RESUBDIVISION OF LOTS 1, 2 AND 3 IN DOMINICK'S SUBDIVISION OF PART OF SECTIONS 27 AND 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 2003 AS DOCUMENT 0322610066, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, AND USE OF PARKING AREAS (AND THE RIGHT AND PRIVILEGE TO USE IN COMMON WITH THE DECLARANT AND THE OWNERS AND TENANTS FROM TIME TO TIME ETC.) IN, TO, OVER AND ACROSS ALL OF THE COMMON AREAS OF THE SHOPPING CENTER PARCEL AND OF THE COMMON AREAS OF THE OUTLOT (LOT 4 IN THE AFORESAID RESUBDIVISION) AS DEPICTED ON THE SITE PLAN AND SET FORTH IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 12, 2003 AND RECORDED JANUARY 21, 2004 AS DOCUMENT NUMBER 0402133126.

#### PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS (AND THE RIGHT AND PRIVILEGE TO USE, IN COMMON WITH THE DECLARANT AND THE OWNERS AND TENANTS FROM TIME TO TIME ETC.) IN, TO OVER AND ACROSS ALL OF THE COMMON AREAS OF LOT 2 OF AFORESAID RESUBDIVISION FOR THE PURPOSE OF INGRESS AND EGRESS AND PROVIDING ACCESS TO AND FROM PUBLIC AND PRIVATE RIGHTS-OF-WAY IN CONNECTION WITH THE USE OF LOT 2 AS DEPICTED ON THE SITE PLAN AND SET FORTH IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS DATED MARCH 19, 2004 AND RECORDED MARCH 26, 2004 AS DOCUMENT NUMBER 0408635113.

#### PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS FOR THE AREAS DESIGNATED INGRESS AND EGRESS EASEMENT AS SET FORTH ON THE DOMINICK'S RESUBDIVISION RECORDED AUGUST 14, 2003 AS DOCUMENT 0322610066, IN COOK COUNTY, ILLINOIS.

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