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Cook County Clerk  
Date: 12/07/2023 02:59 PM Pg: 1 of 7

GIT File # 41078047 3/6

## RECORDING COVER SHEET

Cook County

TYPE OF DOCUMENT: Subordination, Estoppel, Consent, Non-disturbance  
and Attornment Agreement

Re: 1500 West Higgins Road, Park Ridge, IL 60068

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PREPARED BY:  
RECORDING REQUESTED BY:

Darcy Lamont  
Harvest Commercial Capital, LLC

WHEN RECORDED MAIL TO:

Harvest Commercial Capital, LLC  
24422 Avenida De La Carlota  
Suite 400  
Laguna Hills, CA 92653

41078047 3/6 GIT

FOR RECORDER'S USE ONLY

**SUBORDINATION, ESTOPPEL, CONSENT, NONDISTURBANCE AND  
ATTORNMEN T AGREEMENT**

**NOTICE: THIS SUBORDINATION, ESTOPPEL, CONSENT, NONDISTURBANCE AND ATTORNMEN T AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIFE OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION, ESTOPPEL, CONSENT, NONDISTURBANCE AND ATTORNMEN T AGREEMENT (the "Agreement") is made and executed as of the 15th day of November, 2023, by and between Harvest Commercial Capital, LLC, ("Lender"), and Surgical Design Innovations, LLC ("Lessee").

WHEREAS, Lessee has previously executed one or more unrecorded Leases, dated November 1, 2022 with Chicago Iowa LLC as "Lessor", as at any time amended (the "Lease"), which Lease relates to and encumbers a portion of that certain real property located in Cook County, State of IL, together with certain improvements now or subsequently located thereon (the "Property"), which Property is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

APN: 12-02-114-060-0000

AKA: 1500 West Higgins Rd., Park Ridge, IL 60068

Specifically, the leased premises are described as: Approximately 1,320 rentable square feet and 1,193 useable square feet of the property.

WHEREAS, on the condition that all of Lessee's rights in the Property and the Lease (the "Lease Rights") be subordinated as provided below, Lender has agreed to make a mortgage loan (the "Loan") to Lessor, in the principal amount of \$2,565,000.00 to provide long term financing for the Property. In connection with the Loan, Lessor has or will be executing a Promissory Note and Mortgage, and certain other documents required by Lender to evidence and/or secure Lessor's obligations under the Loan (as at any time amended or supplemented, the "Loan Documents").

NOW, THEREFORE, in consideration of Lender's making the Loan to Lessor, the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by Lender and Lessee, Lender and Lessee agree as follows:

1. Consent and Representations. Lessee consents to the assignment of the Lease to Lender to secure Lessor's payment of the Loan and Lessor's other obligations under the Loan Documents. Furthermore, Lessee does hereby warrant and represent that:

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- (a) The Lease is the valid and binding obligation of Lessee, Lessee is not in default under the Lease, and Lessee is not aware of any default by Lessor under the Lease;
- (b) No amendments, modifications, or alterations have been made to the Lease except the amendment dated None;
- (c) Neither Lessee nor Lessor shall agree to any mutual termination, amendment, or modification or renewal of the Lease without the prior written consent of Lender;
- (d) Lessee shall give Lender prompt written notice of any default by Lessor under the Lease which notice shall specify the nature of the default;
- (e) That notwithstanding anything to the contrary in the Lease, should any default under the Lease occur, Lender shall have sixty (60) days after the receipt of such notice from Lessee, and at the option of the Lender, to cure such default of Lessor. Or, if the nature of the default is such that it cannot reasonably be cured within such sixty (60) day period, such longer period as is reasonably necessary to cure such default of Lessor;
- (f) All rights of Lessee to terminate the Lease as a result of the occurrence of an event of default thereunder are subject to and conditioned upon Lessee's having first given Lessor written notice of and an opportunity to cure such default as specified herein;
- (g) No rent has been pre-paid under the Lease at this time;
- (h) The commencement date of the Lease is 11/01/2022. The term of the Lease is for a period of Seven (7) years, expiring October 31, 2029. There are also two (2) times(s) for periods of five (5) years, options to extend.
- (i) The amount of Zero dollars (\$0.00) is held by Lessor as a security deposit; and
- (j) Lessee agrees not to assign, transfer, mortgage, or otherwise encumber the Lease Rights or any interest therein. Lessee further agrees not to sublet the Property or any part thereof, without the prior written consent of Lender and any attempt to do so without such consent shall be void as to Lender.
- (k) Lender is under no obligation or duty to see to the application of such proceeds by the persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than there provided for in such agreements shall not defeat the subordination herein made in whole or in part.

2. Non-Disturbance. If Lender or any successor shall succeed to the interest of Lessor by foreclosure, deed in lieu thereof or otherwise, so long as Lessee is not in default (after expiration of any applicable grace period) under the Lease, (a) the Lease shall be deemed to remain in full force and effect as a direct lease between Lender (or its successor) and Lessee, with the same force and effect as if originally entered into with Lender (or its successor); and (b) Lessee's possession of the Property and Lessee's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by Lender (or its successor) after Lender (or its successor) succeed to the interests of Lessor by foreclosure, deed in lieu thereof or

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otherwise (subject to the provisions of Section 3 below).

3. Certain Lender Protections. Notwithstanding the provisions of Section 2 above or the Lease, if Lender (or its successor) shall succeed to the interest of Lessor under the Lease, Lessee agrees as follows: (a) Lender (or its successor) shall not be: (i) subject to any credits, offsets, defenses, claims or counterclaims which Lessee might have against Lessor (or its successor), nor liable for any act, omission, breach or default of Lessor (or its successor); (ii) bound by any rent or additional rent which Lessee shall have paid more than one (1) month in advance to Lessor (or its successor); (iii) bound by any covenant to undertake or complete any Improvement to the Premises or the Property; (iv) bound by any amendment or modification to the Lease, or waiver of any provision of the Lease, which has not been consented to in writing by Lender (or its successor), other than any amendment or modification which does not materially and adversely affect the value of the Property, the Lease or the cash flows therefrom; or (v) liable for the return of any security deposit made by Lessee unless Lender (or its successor) shall have actually received such security deposit. Upon transfer or assignment of the Property by Lender (or its successor), Lender (or its successor) shall be deemed automatically released from any and all liability under the Lease.

4. No Personal Liability. This Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Lessee for repayment of or otherwise in connection with the Loan.

5. Subordination to Loan Documents and Liens. The Lease Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents, and all liens and security interests of Lender in the Property and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Lease Rights are hereby subordinated to the Loan Documents and all liens and security interests of Lender in the Property the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to execution, delivery and filing of the Lease.

6. Attornment. Lessee shall attorn to and recognize any purchaser at a foreclosure sale under the Deed of Trust, any transferee who acquires the Property by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its lessor for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

7. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Lessee, Lender and their respective successors and assigns.

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**NOTICE: THIS SUBORDINATION, ESTOPPEL, CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE LESSOR TO OBTAIN A LOAN A PORTION OF WHICH MAYBE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

EXECUTED as of the day and year first above written.

LENDER:

Harvest Commercial Capital, LLC

By: *Darcy Lamont*  
Darcy Lamont, Vice President

LESSEE: Surgical Design Innovations, LLC

By: *[Signature]* 11/22/23  
Michael S. Lee, President

State of Iowa, County of Polk  
Signed and sworn to (or affirmed) before me,  
on 11-22-23 by MICHAEL R ELLIOTT  
*Michael R Elliott*  
Signature of Notary Public



(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

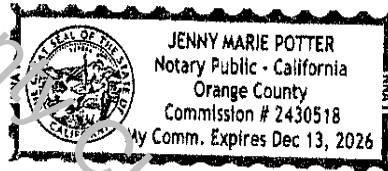
County of Orange

On November 17<sup>th</sup> 2023 before me, Jenny Marie Potter, Notary Public  
(insert name and title of the officer)

personally appeared Darcy Lamont  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

Orange County Clerk's Office

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## EXHIBIT "A"

### LEGAL

#### PARCEL "A":

LOT 1 (EXCEPT THE NORTH 167 FEET, AS MEASURED ALONG THE WEST LINE THEREOF) IN CIRCUIT COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF GOVERNMENT LOT 1 IN THE NORTHWEST 1/4 AND THE WEST 3.57 CHAINS LYING NORTH OF HIGGINS ROAD (EXCEPT THE EAST 50 FEET THEREOF) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL "B":

THE NORTH 167 FEET, AS MEASURED ALONG THE WEST LINE THEREOF, OF LOT 1 IN CIRCUIT COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF GOVERNMENT LOT 1 IN THE NORTHWEST 1/4 AND THE WEST 3.57 CHAINS LYING NORTH OF HIGGINS ROAD (EXCEPT THE EAST 50 FEET THEREOF) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID LOT 1 LYING EAST OF THE WEST LINE OF THE EAST 13 FEET OF LOTS 6 AND 7, EXTENDED SOUTH, IN CIRCUIT COURT COMMISSIONERS DIVISION, AFORESAID) IN COOK COUNTY, ILLINOIS

EXCEPT THAT PART OF PARCELS "A" AND "B" DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE INTERSECTION OF THE NORTH LINE OF LOT 1 AND THE WEST LINE OF THE EAST 13 FEET OF LOTS 6 AND 7 (EXTENDED) BOTH IN CIRCUIT COURT COMMISSIONERS DIVISION; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 21 FEET TO A POINT; THENCE SOUTH ALONG A LINE WHICH FORMS AN INTERIOR ANGLE OF 91 DEGREES 49 MINUTES 41 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 179.15 FEET, MORE OR LESS, TO A POINT; THENCE NORTHEAST ALONG A LINE WHICH FORMS AN INTERIOR ANGLE OF 22 DEGREES 57 MINUTES 34 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 53.81 FEET TO A POINT; THENCE NORTH ALONG A LINE WHICH FORMS AN INTERIOR ANGLE OF 157 DEGREES 02 MINUTES 26 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 130.28 FEET, WHICH IS ALSO DESCRIBED AS THE WEST LINE OF THE EAST 13 FEET OF LOTS 6 AND 7 (EXTENDED) IN CIRCUIT COURT COMMISSIONERS DIVISION, TO THE POINT OF BEGINNING.

#### PARCEL "C":

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, THENCE NORTH ALONG THE EAST LINE OF LOT 1 TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST 20 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 AFORESAID; THENCE SOUTH TO THE NORTH LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY TO THE PLACE OF BEGINNING, SAID LAND BEING IN THE CIRCUIT COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF GOVERNMENT LOT 1 IN THE NORTHWEST 1/4 AND THE WEST 3.57 CHAINS NORTH OF HIGGINS ROAD (EXCEPT THE EAST 50 FEET) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS