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KAREN A. YARBROUGH
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Date 3/11/2024 2:23 PM Pg: 1 of 12

FIRST AMERICAN TITLE

FILE # 3173766 304

THIS INSTRUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:

Drew J. Scott, Esq.
Scott & Kraus, LLC
150 South Wacker Drive, Suite 2900
Chicago, Illinois 60606

Permanent Tax Index Numbers:
09-29-106-006-0000 and
09-29-106-087-0000

Property Address:
1660 and 1665 Oakton Place,
Des Plaines, Illinois 60018

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is made and entered into as of February 22, 2024, by and among (i) **CIBC BANK USA**, an Illinois banking corporation (together with its successors and assigns, "Lender"), having its principal place of business at 120 South LaSalle Street, Chicago, Illinois 60603, (ii) **GENERATIONS HEALTH CARE PROPERTY OF DES PLAINES, LLC**, an Illinois limited liability company ("Landlord"), having its principal place of business at 6840 North Lincoln Avenue, Lincolnwood, Illinois 60712, and (iii) **GENERATIONS AT OAKTON ARMS, LLC**, an Illinois limited liability company ("Tenant 1"), and **GENERATIONS AT OAKTON PAVILLION, LLC**, an Illinois limited liability company ("Tenant 2"), and with Tenant 1 are each a "Tenant", and together, the "Tenants"), each having its principal place of business at 6840 North Lincoln Avenue, Lincolnwood, Illinois 60712.

BACKGROUND

A. Landlord and Tenants are parties to those certain Lease Agreements described on Schedule 1 attached hereto and made a part hereof (collectively, the "Leases"), pursuant to which each Tenant has leased certain premises (collectively, the "Leased Premises") of that certain tract of land which is improved with an assisted living facility, an independent living facility and a skilled nursing facility (collectively, the "Buildings"), situated in the County of Cook in the State of Illinois, legally described on Exhibit A attached hereto and made a part hereof (collectively, the "Real Estate").

B. Pursuant to that certain Loan Agreement dated as of even date herewith (as amended, modified or restated from time to time, the "Loan Agreement") by and between Landlord and Lender, and the other Loan Documents (as defined in the Loan Agreement), Lender is providing a loan in the original principal amount of TWELVE MILLION NINE HUNDRED

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FIFTY THOUSAND AND NO/100 DOLLARS (\$12,950,000.00) (the "Landlord Loan") to Landlord and such loan is cross-collateralized and cross-defaulted with that certain revolving loan in the maximum principal amount of up to ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) (the "Tenant Loan", and collectively with the Landlord Loan, the "Loans"), pursuant to that certain Loan and Security Agreement dated as of even date herewith by and among Tenants and Lender, as amended, modified or restated from time to time. Any capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

C. Lender is the mortgagee under that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, to be recorded concurrently herewith (as amended, restated or otherwise modified from time to time, the "Mortgage"), which Mortgage encumbers the Real Estate and secures the Loans.

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

1. Tenants represent and warrant to Lender that the Leases constitute the entire agreement between each Tenant and Landlord with respect to each Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenants with respect to the Leased Premises.

2. Tenants have executed and delivered to Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenants acknowledge that Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. Tenants covenant with Lender that the Leases shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Leases. Without limiting the generality of the foregoing subordination provision, Tenants hereby agree that any of their right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Lender's right, title and interest in and to such proceeds and awards.

4. Tenants acknowledge that Landlord has collaterally assigned to Lender any and all leases affecting the Real Estate, including the Leases, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such Leases. In connection therewith, Tenants agree that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Lender for direct payment to Lender of the rents due under the Leases, Tenants will honor such demand and make all subsequent rent payments directly to

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Lender. Tenants further agree that any Lease termination fees payable under any Lease shall be paid jointly to Landlord and Lender.

5. Lender agrees that so long as Tenants are not in default under the Leases:

(a) Tenants shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless such Tenant is a necessary party under applicable law); and

(b) The possession by Tenants of the Leased Premises and Tenants' rights thereto shall not be disturbed, affected or impaired by, nor will the Leases or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

6. Prior to pursuing any remedy available to Tenants under any Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the respective Lease (any such failure being hereinafter referred to as a "Landlord's Default"), said Tenant shall: (a) provide Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Lender an additional thirty (30) day period to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as Lender is diligently pursuing a cure and the pursuit of such cure does not materially interfere with Tenant's occupancy and use of the Real Estate. Said Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Lender fails to cure the same within the time period specified above. For purposes of this Section, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the respective Lease have lapsed without Landlord having effectuated a cure thereof.

7. If Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Leases shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenants and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Leases (subject to the exclusions set forth in subsection (b) below), and in such event:

(a) Tenants shall be bound to such new owner under all of the terms, covenants and provisions of the Leases for the remainder of the term thereof (including the extension periods, if any Tenant elects or has elected to exercise its options to extend the term), and Tenants hereby agree to attorn to such new owner and to recognize such new owner as "landlord" under the Leases without any additional documentation to effect such attornment (provided, however, if applicable

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law shall require additional documentation at the time Lender exercises its remedies then Tenants shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to Tenants under all of the terms, covenants and provisions of the Leases for the remainder of the term thereof (including the extension periods, if any Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord);

(ii) subject to any offsets or defenses which such Tenant has against any prior landlord (including Landlord) unless such Tenant shall have provided Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Leases which Tenants might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenants for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Leases made without Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Leases or otherwise made by any prior landlord (including Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender:	CIBC Bank USA 120 South LaSalle Street Chicago, Illinois 60603 Attention: Natalie Krapfl
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With a copy to: Scott & Kraus, LLC
150 South Wacker Drive, Suite 2900
Chicago, Illinois 60606
Attention: Drew J. Scott, Esq.

To Landlord: Generations Health Care Property of Des Plaines, LLC
6840 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: Thomas Winter

With a copy to: Michael Z. Margolies, Esq.
2201 Main Street, Suite 101
Evanston, Illinois 60202

To Tenants: Generations at Oakton Arms, LLC
Generations at Oakton Pavillion, LLC
6840 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: Thomas Winter

With a copy to: Michael Z. Margolies, Esq.
2201 Main Street, Suite 101
Evanston, Illinois 60202

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. Tenants acknowledge and agree that Lender will be relying on the representations, warranties, covenants and agreements of Tenants contained herein and that any default by Tenants hereunder shall permit Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenants and to join Tenants in a foreclosure action thereby terminating Tenants' right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

12. Lender is hereby authorized to rely upon and accept as an original this Agreement, any Loan Documents or other communication which is sent to Lender by facsimile, telegraphic or

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other electronic transmission (each, a "Communication") which Lender in good faith believes has been signed by Tenants and Landlord and has been delivered to Lender by a properly authorized representative of Tenants and Landlord, whether or not that is in fact the case. Notwithstanding the foregoing, Lenders shall not be obligated to accept any such Communication as an original and may in any instance require that an original document be submitted to Lenders in lieu of, or in addition to, any such Communication.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

LENDER:

CIBC BANK USA,
an Illinois banking corporation

By: Natalie Krapfl
Name: Natalie Krapfl
Its: Associate Managing Director

LANDLORD:

**GENERATIONS HEALTH CARE PROPERTY OF DES
PLAINES, LLC,**
an Illinois limited liability company

By: Brysson Care, Inc., an Illinois corporation
Its: Manager

By: _____
Name: Thomas Winter
Its: Treasurer

TENANTS:

**GENERATIONS AT OAKTON ARMS, LLC, and
GENERATIONS AT OAKTON PAVILLION, LLC,**
each an Illinois limited liability company

By: _____
Name: Thomas Winter
Its: Manager

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IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

LENDER:

CIBC BANK USA,
an Illinois banking corporation

By: _____
Name: Natalie Krapfl
Its: Associate Managing Director

LANDLORD:

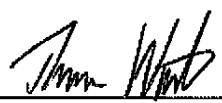
**GENERATIONS HEALTH CARE PROPERTY OF DES
PLAINES, LLC,**
an Illinois limited liability company

By: Brysson Care, Inc., an Illinois corporation
Its: Manager

By:  _____
Name: Thomas Winter
Its: Treasurer

TENANTS:

**GENERATIONS AT OAKTON ARMS, LLC, and
GENERATIONS AT OAKTON PAVILLION, LLC,**
each an Illinois limited liability company

By:  _____
Name: Thomas Winter
Its: Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF IL)

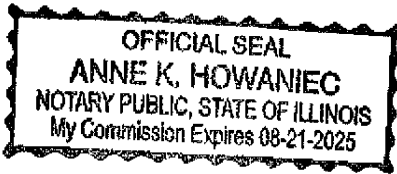
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do certify that NATALIE KRAPFL, the Associate Managing Director of CIBC BANK USA, an Illinois banking corporation, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, delivered and attested the said instrument as her free and voluntary act and as the free voluntary act of the foregoing bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this February 22, 2024.

Anne Howaniec

Notary Public

My commission expires: 8.21.25



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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do certify that THOMAS WINTER, as Treasurer of Brysson Care, Inc., an Illinois corporation, the Manager of GENERATIONS HEALTH CARE PROPERTY OF DES PLAINES, LLC, an Illinois limited liability company, 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 signed, delivered and attested the said instrument as his free and voluntary act and as the free voluntary act of the foregoing company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14TH Day of February, 2024.



Lynn A Ethell
Notary Public

My commission expires: 07/07/2027

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do certify that THOMAS WINTER, the Manager of GENERATIONS AT OAKTON ARMS, LLC, an Illinois limited liability company, and GENERATIONS AT OAKTON PAVILLION, LLC, an Illinois limited liability company, 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 signed, delivered and attested the said instrument as his free and voluntary act and as the free voluntary act of the foregoing companies, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14TH Day of February, 2024.



Lynn A Ethell
Notary Public

My commission expires: 07/07/2027

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SCHEDULE 1

LEASES

1. That certain Lease Agreement dated as of September 1, 2014, as amended by that certain First Amendment to Lease Agreement dated as of January 1, 2015, that certain Second Amendment to Lease Agreement dated as of January 1, 2017, and that certain Third Amendment to Lease Agreement dated as of February 22, 2024, each made by and between Tenant 1, as lessee, and Landlord, as lessor, with respect to that certain independent and assisted living facility located at 1665 Oakton Place, Des Plaines, Illinois 60018.
2. That certain Lease Agreement dated as of September 1, 2014, as amended by that certain First Amendment to Lease Agreement dated as of January 1, 2015, that certain Second Amendment to Lease Agreement dated as of January 1, 2017, and that certain Third Amendment to Lease Agreement dated as of February 22, 2024, each made by and between Tenant 2, as lessee, and Landlord, as lessor, with respect to that certain skilled nursing facility located at 1660 Oakton Place, Des Plaines, Illinois 60018.

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 5 AND 6 IN OAKTON PLACE, A SUBDIVISION OF PART OF THE NORTH 25 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON NOVEMBER 1, 1967 AS DOCUMENT NO. LR2356973, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF LOT 5 FOR INGRESS AND EGRESS OVER, THROUGH, UNDER AND ACROSS PART OF LAND EAST OF AND ADJOINING SUBJECT LAND AS SET FORTH IN EASEMENT AGREEMENT FILED JUNE 26, 1987 AS DOCUMENT NO. LR3629607.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF LOT 6 FOR INGRESS AND EGRESS OVER, THROUGH, UNDER AND ACROSS PART OF LAND WEST OF AND ADJOINING SUBJECT LAND AS SET FORTH IN EASEMENT AGREEMENT FILED JUNE 26, 1987 AS DOCUMENT NO. LR3629607.

BEING THE SAME LAND CONVEYED TO LASALLE NATIONAL BANK UNDER TRUST AGREEMENT DATED JULY 10, 1975 AND KNOWN AS TRUST NUMBER 10-30182-09 RECORDED JUNE 6, 1983 AS DOCUMENT NO. LR3311366 AS TO LOT 5 AND BEING THE SAME LAND CONVEYED TO OAKTON ARMS, AN ILLINOIS LIMITED PARTNERSHIP RECORDED OCTOBER 23, 1995 AS DOCUMENT NO. 95720730.

PINs:

09-29-106-006-0000 and 09-29-106-007-0000

Commonly Known As:

1660 and 1665 Oakton Place, Des Plaines, IL 60018