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COOK COUNTY CLERK'S OFFICE

DATE: 5/1/2024 2:38 PM

PAGE: 1 OF 10

Property of Cook County Clerk's Office

SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT

AFTER RECORDING, RETURN TO:

TITLE SERVICES MIDWEST, LLC.

610 E. ROOSEVELT ROAD

SUITE 200

WHEATON, IL 60187

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③ 213121

THIS DOCUMENT WAS PREPARED BY !
~~AND AFTER RECORDING, RETURN TO:~~Elvin E. Charity
Charity & Associates, P.C.
20 N. Clark Street, Suite 3300
Chicago, Illinois 60602**Cook County, Illinois:**Address: 835 West Addison Street
Chicago, Illinois

PIN: 14-20-406-045-0000

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**"), dated this 30th day of April, 2024, between LAKE VIEW LUTHERAN CHURCH, an Illinois religious corporation, with an address of 835 W. Addison, Chicago, IL 60642 ("**Tenant**"), and BMO BANK N.A., a national banking association, as lender ("**Lender**"), with an address of 320 South Canal Street, Chicago, Illinois 60606.

RECITALS.

A. Tenant is the lessee under that certain lease between Tenant and Lakeview Landing LP, an Illinois limited partnership ("**Landlord**"), dated April 30, 2024 (the lease and all amendments thereto are hereinafter referred to as the "**Lease**"), covering approximately 275 square feet of space (the "**Leased Premises**") in Landlord's building to be constructed on the land situated at 835 West Addison Street, Chicago, Illinois, and legally described in **Schedule 1** attached hereto and made a part hereof (the "**Property**").

B. Pursuant to that certain Construction Loan Agreement (as the same may be modified or amended, "**Loan Agreement**"), of even date herewith, Lender has agreed, subject to the terms of the Loan Agreement, to make a secured loan (the "**Loan**") available to Landlord in the aggregate original principal amount of Eight Million Eight Hundred Four Thousand Eight Hundred Two and No/100 Dollars (\$8,804,802.00). The Loan is secured by (i) a Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made by Borrower in favor of Lender on the Property (as amended, modified or restated from time to time, the "**Mortgage**"), and (ii) the other Loan Documents (as defined in the Loan Agreement).

C. Tenant is affiliated with the Borrower.

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D. 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 parties agree as follows:

1. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the Mortgage, 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.

2. In the event Lender elects to foreclose the Mortgage, 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.

3. In the event that Lender shall succeed to the interest of Landlord under the Lease by foreclosure of the Mortgage or transfer by deed in lieu of foreclosure, Lender may, elect in its sole discretion, (a) to terminate the Lease, whereupon Tenant shall promptly vacate the Leased Premises and deliver exclusive possession thereof to Lender or its designee or (b) agree to recognize and not to disturb or otherwise interfere with Tenant's possession of the Leased Premises for the unexpired term of the Lease ("**Non-Disturbance Election**"), which Non-Disturbance Election shall be deemed to have been made by Lender if Lender has not elected to terminate the Lease within thirty (30) Business Days (as defined in the Loan Agreement) of the date that Lender succeeds to the interest of Landlord by foreclosure of the Mortgage or transfer by deed in lieu of foreclosure, and provided further that no default by Tenant exists under the Lease, provided that Lender shall not be:

- (i) liable for any act or omission of Landlord or any prior landlord under the Lease;
- (ii) subject to any claims, offsets or defenses which Tenant might have against Landlord or any prior landlord;
- (iii) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;
- (iv) bound by any termination, amendment, modification, or assignment of the Lease made without Lender's prior written consent; or
- (v) liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent Lender has actually received said security deposit.

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4. If Lender, upon succeeding to Landlord's interest under the Lease, makes a Non-Disturbance Election pursuant to Section 3(b), Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. Subject to the limitations set forth in clauses (i) through (v) of Section 3, and provided that Tenant is not in default of its obligations under the Lease, if Lender makes a Non-Disturbance Election, Lender shall be bound by and perform all of the obligations of the Landlord under the Lease arising from and after the date that Lender makes such Non-Disturbance Election. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender or its designee or nominee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

5. 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 reasonably necessary to cure the default; provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

6. Any notice, election, communication, request or other document or demand required or permitted under this Agreement 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, paid by the sending party, addressed in each case as follows:

If to Tenant:

Lake View Lutheran Church
835 W. Addison
Chicago, IL 60642
Attention: Tim Carlmark

with a copy to:

Miner, Barnhill & Galland, P.C.
325 N. LaSalle St., Suite 350
Chicago, IL 60654
Attention: William A. Miceli, Esq.

If to Lender:

BMO Harris Bank N.A.
320 South Canal Street, 15th Floor
Chicago, Illinois 60606
Attn: Allison Porter-Bell, Director

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BMO Harris Bank N.A.
320 South Canal Street, 15th Floor
Chicago, Illinois 60606
Attention: Portfolio Manager/Lakeview Landing

with a copy to:

Charity & Associates, P.C.
20 N. Clark Street, Suite 3300
Chicago, Illinois 60602
Attention: Elvin E. Charity

or to any other address for such party in the United States of America as it shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph 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.

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

8. This Agreement can be modified only in writing duly executed by both parties.

9. This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement. Any inconsistency between the Lease and the provisions of this Agreement shall be resolved in favor of this Agreement. Individuals signing this Agreement on behalf of a party hereto represent and warrant that they are authorized to bind that party.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

11. Upon full and indefeasible repayment of the Loan and the release of the Mortgage by Lender, this Agreement shall automatically terminate and be of no further force and effect.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

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

TENANT:

LAKE VIEW LUTHERAN CHURCH, an Illinois religious corporation

By: *Tim Carlmark*

Name: Tim Carlmark

Title: President

LENDER:

BMO BANK N.A., a national banking association

By: _____

Name: Allison Porter-Bell

Title: Director

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

TENANT:

LAKE VIEW LUTHERAN CHURCH, an Illinois religious corporation

By: _____
Name: Tim Carlmark
Title: President

LENDER:

BMO BANK N.A., a national banking association

By: _____
Name: Allison Porter-Bell
Title: Director

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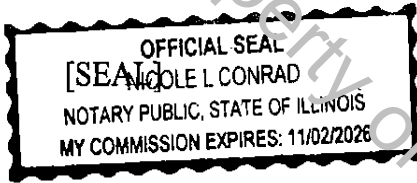
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 11th day of April, 2024, by Tim Carlmark, the President of Lake View Lutheran Church, an Illinois religious corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Nicole L Conrad
Notary Public

My commission Expires: 11/2/2024



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STATE OF ILLINOIS)
)ss.
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 5 day of April, 2024, by Allison Porter-Bell, a Director of BMO Bank N.A., a national banking association, on behalf of said national banking association.

WITNESS my hand and official seal.



[SEAL]

Tasha Underwood
 Notary Public

My commission Expires: MARCH 9, 2027

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SCHEDULE 1

LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 IN BENTON'S ADDISON STREET ADDITION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS. ✓

Street Address: 835 West Addison Street, Chicago, Illinois ✓

PIN: 14-20-405-045-0000 ✓

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