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PAGE: 1 OF 13

RECORDING COVER SHEET

DEED

ASSIGNMENT

RELEASE

SUBORDINATION AGREEMENT

AMENDMENT

OTHER _____

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Prepared by and

RECORDING REQUESTED AND
WHEN RECORDED RETURN TO:
Jewel Food Stores, Inc.
c/o Albertsons Companies, LLC
250 E. Parkcenter Blvd.
Boise, ID 83706
Attention: Legal Department – Real Estate

(Space above this line for Recorder's Use)

#3344 – Chicago, IL
Roosevelt & Ashland

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 31 day of May, 2024, between TCB-ASHLAND ROOSEVELT LAND, LLC, an Illinois limited liability company, and TCB-ASHLAND ROOSEVELT GT, LLC, an Illinois limited liability company (collectively, "Landlord"), JEWEL FOOD STORES, INC., an Ohio corporation ("Tenant"), and JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation ("Lender"). Landlord, Tenant, and Lender are sometimes referred to in this Agreement as a "Party" and, collectively, as the "Parties."

RECITALS:

A. Tenant is the holder of a leasehold interest and related rights in certain improved real property located in the City of Chicago, County of Cook, State of Illinois, (the "Leased Premises") pursuant to that certain Lease dated as April 5, 2001, currently between Landlord and Tenant. The Lease, as it may have been amended from time to time, shall hereafter be referred to as the "Lease;" and

B. The Leased Premises are part of a larger tract or tracts of land legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Shopping Center"); and

C. Lender has agreed to make a loan to Landlord on even date herewith in the maximum aggregate principal amount of \$ 19,900,000, which loan will be secured by that certain Mortgage encumbering all or a portion of the Shopping Center (the "Mortgage"); and

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D. The Parties desire to subordinate the Lease to the lien of the Mortgage, establish certain rights of quiet and peaceful possession to the Leased Premises for Tenant's benefit, provide for certain agreements regarding attornment, and provide for certain other matters, all as more particularly provided hereinafter.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the Parties as follows:

1. The foregoing recitals are incorporated into and made an integral part of this Agreement.

2. Subject to the terms and conditions set forth in this Agreement, Tenant agrees that the Lease is and shall at all times be subordinate to the lien of the Mortgage and to any and all extensions, modifications, and consolidations thereof.

3. Lender agrees that so long as no default exists under the Lease which at such time would then permit Landlord to terminate the Lease or to exercise any dispossession remedy provided for therein: (a) Tenant will not be made a party in any proceeding for Foreclosure (defined in Section 8 below) or to remove or evict Landlord from the Leased Premises or from any part of the Shopping Center; and (b) Tenant will not be evicted or removed from the Leased Premises or from any part of the Shopping Center nor will its possession or right to possession of the Leased Premises or of any part of the Shopping Center under the Lease for the term thereof (including any and all applicable extensions or renewals thereof) be terminated or disturbed or in any way interfered with by any action taken by Lender to enforce any rights or remedies under the Mortgage.

4. Upon any Foreclosure, Lender (or any transferee at Foreclosure, as applicable) will recognize the Lease and Tenant as its direct tenant under the Lease for the full term thereof remaining (including any and all applicable extensions or renewals thereof) and will assume and be bound by all of the obligations of Landlord set forth in the Lease; provided, however, Lender shall not be (a) liable for any act or omission of Landlord under the Lease for which Lender did not receive notice and have an opportunity to cure as per Section 11 below, (b) bound by any rental payments made by Tenant to Landlord more than thirty (30) days in advance of the applicable due date, or (c) liable for the return of any security deposit except to the extent actually received by Lender. Upon any Foreclosure, Tenant will recognize Lender as its landlord under the Lease and be bound to Lender thereunder for the full term thereof remaining (including any and all extensions or renewals thereof exercised by Tenant in accordance with any option therefor in the Lease).

5. Lender has advised Tenant that, under certain circumstances prior to a Foreclosure, Lender has the right under the terms of the Mortgage to directly collect all or any part of the rent and other sums that are due and payable by Tenant to Landlord under the Lease. The Parties hereby agree that: (a) Tenant shall be under no obligation to pay rent or any other sums due and payable to Landlord under the Lease to Lender until such time as Tenant receives written notice

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from Lender demanding payment of said amounts to Lender; (b) Tenant shall be entitled to rely on any such written notice from Lender and shall not incur any liability to Landlord as a result of such reliance notwithstanding the existence of any dispute between Landlord and Lender with respect to the existence of any default or the satisfaction of any condition under the Mortgage or any other document executed in connection with the transaction which is the subject of the Mortgage which would entitle Lender to collect, receive or demand payment of said amounts from Tenant; (c) all amounts paid by Tenant to Lender shall be credited toward Tenant's corresponding obligations under the Lease; and (d) all of Lender's rights described in this sentence shall be subject to all of Tenant's rights and remedies set forth in the Lease including, without limitation, any right of offset against rent.

6. Lender expressly acknowledges and agrees that (i) with respect to any assignment of rents contained in the Mortgage as it applies to the Lease between Landlord and Tenant, said assignment shall apply only to the rent which Landlord is entitled to receive pursuant to the Lease, (ii) all condemnation awards and insurance proceeds payable to Landlord or Lender with respect to the Leased Premises or the Shopping Center shall be paid and applied to the restoration of the Leased Premises and the Shopping Center in accordance with the provisions for condemnation and casualty under the Lease, and (iii) in no event shall the lien of the Mortgage affect or constitute a lien or charge on any fixtures, equipment, inventory, or personal property of Tenant.

7. Notwithstanding anything in this Agreement to the contrary, the Parties agree that in the event of a conflict between the Mortgage and the Lease (whether in the express provisions or by reason of variation in inclusion of provisions), the provisions of the Lease shall govern for all purposes as between Landlord and Tenant.

8. For the purpose of this Agreement: (a) the term "**Lease**" shall be deemed to include the Lease as described above in Recital A along with all amendments, modifications and supplements thereto; provided, however, that if any such amendment, modification or supplement executed after the date of this Agreement changes any rents payable by Tenant or changes in any way the length of the Term of the Lease, then the same shall be subject to Lender's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; (b) the term "**Foreclosure**" shall be deemed to mean the acquisition of any portion of Landlord's interest in the Leased Premises by foreclosure or the exercise of any power of sale contained in the Mortgage, or by deed (or assignment) given in lieu of, or in anticipation of, a foreclosure, or the exercise of any other remedy provided for in the Mortgage or under the law of the state where the Leased Premises are located, or by any other means whatsoever; and (c) the term "**Lender**" shall be deemed to include anyone who succeeds to Landlord's interest in the Leased Premises and the Lease pursuant to the Mortgage including, without limitation, any transferee as a result of Foreclosure.

9. If any term, covenant, condition or agreement contained in this Agreement or the application thereof to any person, firm or entity shall at any time or to any extent be deemed or found to be invalid or unenforceable by operation of law, judicial proceedings or otherwise, the remainder of this Agreement or the application of such term, covenant, condition or agreement to persons or entities or to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term, covenant, condition or

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agreement of this Agreement or the application thereof shall be valid and enforced to the fullest extent permitted by law.

10. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery or by United States express mail or other established express delivery service that keeps records of its deliveries (such as Federal Express or UPS), postage or delivery charge prepaid, addressed to the appropriate Party at the address set forth below.

Landlord:	TCB-Ashland Roosevelt Land, LLC & TCB-Ashland Roosevelt GT, LLC 353 North Clark Street, Suite 3625 Chicago, IL 60654
Tenant:	Jewel Food Stores, Inc. (#3344) c/o Albertsons Companies, Inc. 250 E. Parkcenter Blvd. Boise, Idaho 83706 Attention: Real Estate Law
Lender:	John Hancock Life Insurance Company (U.S.A.) c/o Real Estate Finance Group 197 Clarendon Street, C-2 Boston, MA 02116 Reference Loan No. 531421:11 & 531421:51

A Party may change its notice address(es) as set forth above upon at least ten (10) days' written notice given in accordance with the terms of this Section to the other Parties. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of the following: (a) the date of actual receipt of the notice by the person or entity specified pursuant to this Section; or (b) in the case of refusal to accept delivery or inability to deliver the notice, the date of the attempted delivery. Lender agrees that, upon satisfaction of the Mortgage, Lender shall notify Tenant of such satisfaction in writing in accordance with the terms of this Section.

11. Tenant agrees to provide Lender with a copy of any written notice of default given to Landlord pursuant to the Lease; provided, however, that in no event shall Tenant's failure to so provide a copy of such notice to Lender invalidate the effectiveness or enforceability of any default notice given to Landlord. Tenant agrees not to exercise any right it may have to terminate the Lease on account of a Landlord default unless Tenant has sent a copy of the notice of default to Lender and Lender has not cured the default specified in such notice of default within the time period allowed Landlord in the Lease (but in no event less than thirty [30] days from the date the copy of the notice of default was received by Lender).

12. If any litigation is commenced between the Parties concerning this Agreement or the rights or obligations of any Party in relation thereto, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's

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fees in such litigation (including any appeal thereof), which sum shall be determined by the court in such litigation or in a separate action brought for that purpose.

13. This Agreement shall bind and inure to the benefit of the Parties, their respective heirs, personal representatives, successors, and assigns, including, without limitation, any entity that acquires all or any portion of Landlord's interest in the Lease or the Leased Premises as result of Foreclosure.

14. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument. This Agreement shall be effective upon execution of one or more of such counterparts by each of the Parties.

15. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be modified in any manner whatsoever except by an instrument in writing signed and properly delivered by each of the Parties.

16. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

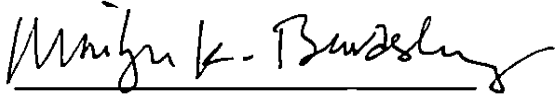
17. Lender shall, at no cost or expense to Tenant, cause this Agreement to be recorded in the Official Records of Cook County, State of Illinois following the recordation of the Mortgage, and a conformed copy of the recorded Agreement shall be promptly provided by Lender to Tenant.

18. The submission of this Agreement for examination, or its negotiation or the negotiation of the transaction described herein, does not constitute an offer to subordinate the Lease to the lien of the Mortgage or any other encumbrance, and execution of this Agreement by Landlord and/or by Lender does not constitute a binding agreement until such time as this Agreement has been executed and delivered by all of the Parties and a fully-executed and acknowledged copy of this Agreement has been delivered to Tenant. If this Agreement is not executed by both Landlord and Lender and a fully executed and acknowledged copy thereof delivered to Tenant's Legal Department in accordance with Section 10 above on or before August 22, 2024, then the request for this Agreement shall be deemed unconditionally withdrawn and Tenant's execution hereof shall be automatically revoked and of no force or effect without any further act on the part of Tenant.

[The Parties' signatures and acknowledgements immediately follow]

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TENANT:
JEWEL FOOD STORES, INC.,
an Ohio corporation

By: 
Marilyn K. Beardsley
Vice President

Form approved: YW

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EXHIBIT A

Legal Description of the Shopping Center

PARCEL 1:

LOTS 1 THROUGH 47, BOTH INCLUSIVE OF B 4 IN CARTER H. HARRISON'S SUBDIVISION OF BLOCKS 1 AND 2 IN THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1 (A):

THE PURPORTED VACATED EAST WEST AND NORTH SOUTH 16 FOOT ALLEYS LYING WITHIN BLOCK 4 OF CARTER H. HARRISON'S SUBDIVISION OF BLOCKS 1 AND 2 IN THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 1 THROUGH 4 AND 47 THROUGH 50, ALL INCLUSIVE, BLOCK 2 IN CARTER H. HARRISON'S SUBDIVISION OF BLOCKS 1 AND 2 IN THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2 (A):

THE PURPORTED VACATED EAST WEST 16 FOOT ALLEY ADJACENT TO LOTS 1 THROUGH 4 AND 47 THROUGH 50, INCLUSIVE OF BLOCK 2 IN CARTER H. HARRISON'S SUBDIVISION OF BLOCKS 1 AND 2 IN THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOTS 1 THROUGH 47, BOTH INCLUSIVE OF BLOCK 1 IN CARTER H. HARRISON'S SUBDIVISION OF BLOCKS 1 AND 2 IN THE DIVISION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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PARCEL 3 (A):

THE PURPORTED VACATED EAST WEST AND NORTH SOUTH 16 FOOT ALLEY'S LYING WITHIN BLOCK 1 OF CARTER H. HARRISON'S SUBDIVISION OF BLOCKS 1 AND 2 IN DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

LOTS 1 THROUGH 4 AND 47 THROUGH 50, INCLUSIVE OF BLOCK 3 IN CARTER H. HARRISON'S SUBDIVISION OF BLOCKS 1 AND 2 IN DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4 (A):

THE PURPORTED VACATED EAST WEST 16 FOOT ALLEY ADJACENT TO LOTS 1 THROUGH 4 AND 47 THROUGH 50 ALL INCLUSIVE OF BLOCK 3 IN CARTER H. HARRISON'S SUBDIVISION OF BLOCKS 1 AND 2 IN THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

THE PURPORTED VACATED PORTIONS OF SOUTH PAULINE STREET AND WEST WASHBURNE AVENUE LYING EAST OF THE SOUTHERLY EXTENSION OF THE EWST LINE OF LOT 47 OF BLOCK 2 IN CARTER H. HARRISON SUBDIVISION OF BLOCKS 1 AND 2 IN THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; SOUTH OF THE SOUTH LINE OF WEST ROOSEVELT ROAD; WEST OF THE WEST LINE OF SOUTH ASHLAND AND NORTH OF THE NORTH LINE OF WEST 13TH STREET, ALL IN THE EAST HALF OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1226 S. Ashland Ave, Chicago # C 400008

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