

SUBORDINATION AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 8th day of January, 1996, by and between OAKWOOD CARE ASSOCIATES OPERATING, L.L.C., an Illinois limited liability company ("Tenant"), whose address is 6840 Lincoln Avenue, Lincolnwood, Illinois 60646, COLE TAYLOR BANK, not personally, but solely as Trustee under Trust Agreement dated September 29, 1995 and known as Trust No. 95-6384, (hereinafter referred to as the "Borrower"), whose address is 850 West Jackson Boulevard, 8th Floor, Chicago, Illinois 60607 and COMERICA BANK-ILLINOIS ("Lender"), 4747 West Dempster Street, Skokie, Illinois 60076.

PRELIMINARY STATEMENT OF FACTS:

A. Lender has agreed to make a \$1,710,000.00 first mortgage loan (the "Loan") to Borrower and OAKWOOD CARE ASSOCIATES REAL ESTATE, L.L.C., an Illinois limited liability company ("Beneficiary"), sole beneficiary of Borrower, which loan is evidenced by a Mortgage Note ("Note") executed by Borrower and Beneficiary, and secured by a Mortgage and Security Agreement ("Mortgage") from Borrower to Lender on certain real estate as more fully described in Exhibit "A" attached hereto and the improvements thereon ("Premises").

B. The Mortgage also secures a certain \$100,000.00 loan being made by Lender to the Tenant ("Tenant Loan"), which loan is guaranteed by the Beneficiary.

C. The Mortgage is to be recorded in the County of Cook, State of Illinois.

D. The Tenant is the present lessee under a lease dated December 28, 1995, demising the Premises (the "Leased Premises") (said lease and all amendments thereto being referred to as the "Lease").

E. As a condition precedent to Lender's disbursement of the Loan and Tenant Loan, Lender has required that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Mortgage.

F. The Lender is disbursing the Loan and Tenant Loan proceeds in reliance upon the agreements contained in this instrument, but for which it would not disburse the Loan or Tenant Loan.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, it is hereby agreed as follows:

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1. SUBORDINATION. The Lease, and the rights of Tenant in, to or under the Lease and in and to the Premises, are hereby subjected and subordinated and shall remain in all respects and for all purposes subject, subordinate and junior to the lien of the Mortgage, and to the rights and interest of the from time to time holder of the Mortgage, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Premises by Tenant, or its predecessors in interest.

2. PURCHASE OPTIONS. Any options or rights contained in said Lease to acquire title to the Premises are hereby made subject and subordinate to the rights of the Lender under the Mortgage, and any acquisition of title to the Premises made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.

3. TENANT TO ATTORN TO LENDER. If the interests of Borrower shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of the Borrower under the Lease, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interest of the Borrower under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of the Borrower under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

4. LENDER NOT BOUND BY CERTAIN ACTS OF BORROWER. If Lender shall succeed to the interest of Borrower under the Lease, Lender shall not be liable for any act or omission of any prior landlord (including Borrower); nor subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower); nor bound by any rent or additional rent which Tenant might have paid for more than the then current installment; nor bound by any amendment or modification of the Lease made without its consent. In the event of a default by Borrower under the Lease or an occurrence that would give rise to an offset against rent or claim against Borrower under the Lease, Tenant will use its best efforts

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to set off such defaults or occurrence and prior to terminating the Lease, Tenant will send written notice of such defaults or an occurrence to Lender at the address of Lender as set forth above and will give Lender such time as is reasonably required to cure such default or rectify such occurrence, provided Lender uses reasonable diligence to correct the same. Tenant agrees that notwithstanding any provision of the Lease to the contrary, it will not be entitled to cancel the Lease, or to abate or offset against the rent, or to exercise any other right or remedy until Lender has been given notice of default and opportunity to cure such default as provided herein.

5. PROCEEDS OF INSURANCE AND CONDEMNATION AWARDS. That Tenant, its successors or assigns shall agree to assign and release unto Lender

(a) All of its right, title, interest or claim, if any, in and to the proceeds of all policies of insurance covering the Premises for application upon the indebtedness secured by or other disposition thereof in accordance with the provisions of the Mortgage; and

(b) All of its right, title and interest or claim, if any, in and to all awards or other compensation made for any taking of any part of the Premises to be applied upon the indebtedness secured by or disposed of in accordance with the provisions of the Mortgage.

In the event that following any such application and disposition of the insurance proceeds and condemnation award and other compensation, any balance remains, then such excess shall be made payable to Borrower or Tenant, as their interests may appear.

6. ASSIGNMENT OF LEASE. Borrower will by a separate Assignment of Rents and Leases ("Assignment") assign its interest in the rents and payments due under the Lease to Lender as security for repayment of the Loan and Tenant Loan. If in the future there is a default by the Borrower in the performance and observance of the terms of the Mortgage, the Lender may, at its option under the Assignment, require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Lender, the Borrower hereby authorizes and directs Tenant, and the Tenant agrees, to pay any payments due under the terms of the Lease to Lender. The Assignment does not diminish any obligations of the Borrower under the Lease or impose any such obligations on the Lender.

7. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every from time to time holder of the Lease or any other person

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mance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

TENANT:

OAKWOOD CARE ASSOCIATES OPERATING, L.L.C., an Illinois limited liability company

By: [Signature]
Bryan G. Barrish
Manager

By: [Signature]
Eric Rothner
Manager

By: [Signature]
Michael Giannini
Manager

BORROWER:

COLE TAYLOR BANK, not personally, but as Trustee under Trust No. 95-6384

By: [Signature]
Its: Sr. Vice President

LENDER:

COMERICA BANK-ILLINOIS

By: [Signature]
Its: Vice President

Attest: [Signature]
(Assistant) Secretary

DEPT-01 RECORDING 11:47:00
140012 TRAN 8719 01/16/96
46156 401 * 96-038048
COOK COUNTY RECORDER
DEPT-10 PENALTY \$32.00

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

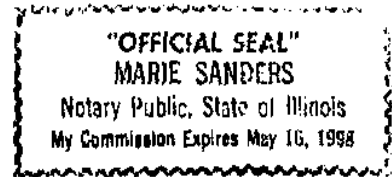
I, MARIE SANDERS, a Notary Public in and for the County and State aforesaid, do hereby certify that Bryan G. Barrish, Eric Rothner, and Michael Giannini, the Managers of Oakwood Care Associates Operating, L.L.C., an Illinois limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of January, 1996.

Marie Sanders
Notary Public

My Commission Expires:

5-16-98



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARITZA CASTILLO, a Notary Public in and for the County and State aforesaid, do hereby certify that MARTIN S. EDWARDS and Sr. Vice President, respectively, the SECRETARIES and Sr Trust Officer of Cole Taylor Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of January, 1996.

Maritza Castillo
Notary Public

My Commission Expires:

10-21-98



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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 FRANCIS POWERS, the Vice President of Comerica Bank-Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of January, 1996

[Signature]

 Notary Public

My Commission Expires:

"OFFICIAL SEAL"
 K. C. PISCITELLO
 Notary Public, State of Illinois
 My Commission Expires 7/28/97

THIS DOCUMENT WAS DRAFTED BY: *[Signature]*
 Bennett L. Cohen
 COHEN, COHEN & SALK, P.C.
 630 Dundee Road
 Suite 120
 Northbrook, Illinois 60062
 708/480-7800

[Signature]
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EXHIBIT "A"

Legal Description

LOT 1 IN BLOCK 43 IN CATHERINE M. WHITE'S RESUBDIVISION OF BLOCK 43
IN THE VILLAGE OF EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-326-011-0000 ✓

ADDRESS: 3300 Oak Avenue, Evanston, Illinois

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