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COOK COUNTY, ILLINOIS
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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

31-9a

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT is made to be effective as of the 1st day of December, 1993, by and between First Bank of Oak Park (hereinafter called "Mortgagee"), which has an office at 11 West Madison Street, Oak Park, Illinois 60302 and Long John Silver's Restaurants, Inc., formerly known as Jerrico, Inc., (hereinafter called "Tenant"), which has an office at 101 Jerrico Drive, P.O. Box 11988, Lexington, Kentucky 40579.

RECITALS

A. Tenant has entered into a lease dated December 3, 1979 and an Amendment to Lease dated December 3, 1993 which are hereafter collectively referred to as the "Lease", with Glenview State Bank as Trustee U/T #1550 dated October 24, 1977 as landlord, under which FPM Limited Partnership, an Illinois limited partnership is the current landlord (the "Landlord"), which Lease covers certain premises on that certain real property commonly known as 10420 West Grand Avenue located in the City of Franklin Park, County of Cook, State of Illinois and made a part hereof together with all improvements thereon, more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Demised Premises").

B. Mortgagee is the owner and holder of a Mortgage or Deed of Trust (the "Mortgage") recorded as Instrument No. 03022469 in Book _____, Page _____, in the official records of Cook County, Illinois, which secures a note now payable to Mortgagee and which encumbers all or part of the Demised Premises.

C. Tenant and Mortgagee desire to enter into this Agreement to define their obligations to one another under the terms of the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Tenant and Mortgagee hereby agree as follows:

1. The Lease shall be subject and subordinate to the lien of the Mortgage insofar as such lien affects the real property of which the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage to the full extent of the principal sum secured thereby and any interest thereon.

2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Demised Premises and Tenant's rights

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and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option granted in the Lease, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee during the term of the Lease or any such extensions or renewals thereof.

3. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant for the purpose of terminating or otherwise affecting Tenant's interest and estate under the Lease, in any action of foreclosure or other proceeding brought by Mortgagee for the purpose of enforcing any of its rights in event of any default under the Mortgage; provided however, Mortgagee may join Tenant as a party in any such action or proceeding if such joinder is necessary under any statute or law for the purpose of effecting the remedies available to Mortgagee under the Mortgage but only for such purpose and not for the purpose of terminating the Lease, or affecting Tenant's right to possession.

4. If the interest of Landlord shall be transferred to and owned by Mortgagee by reason of foreclosure, sale under a private power contained in a deed of trust, or other proceedings brought by it, or by any other manner, and Mortgagee succeeds to the interest of Lessor under the Lease, Tenant shall be bound to Mortgagee, and Mortgagee shall be bound to Tenant, 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 granted in the Lease, with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease, provided, however, that Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee, together with evidence satisfactory to demonstrate that it has succeeded to the interest of Landlord under the Lease and directing where such rent should be mailed. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease shall be and are the same as 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. If Mortgagee shall succeed to Landlord's interest in the Lease, then Mortgagee shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the

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breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.

5. The terms "holder of a mortgage" and "mortgagee" or any similar term either herein or in the Lease shall be deemed to include Mortgagee, the trustee under any deed of trust affecting the Demised Premises, and any of their agents, heirs, successors or assigns, including anyone who shall have succeeded to Landlord's interest by, through or under foreclosure of the Mortgage, deed in lieu of such foreclosure, sale under a private power contained in a deed of trust, or, by, through or under any other proceeding. The term "mortgage," or any similar term, either herein or in the Lease shall be deemed to include the Mortgage as defined herein, and any amendments or addenda thereto. The term "landlord" shall include Landlord as defined herein and the successors, assigns and sublessees of Landlord, the term "tenant" shall include Tenant as defined herein and the successors, assigns and sublessees of Tenant, and this Agreement shall inure to the benefit of and be binding upon such successors and assigns. The term "lease" shall include the Lease and all amendments, addenda, extensions and renewals thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

MORTGAGEE

FIRST BANK OF OAK PARK

By: [Signature]
Title: Vice President

TENANT

LONG JOHN SILVER'S, INC.

By: William E. Anderson II
William E. Anderson II
Senior Vice President

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STATE OF ILLINOIS

COUNTY OF COOK

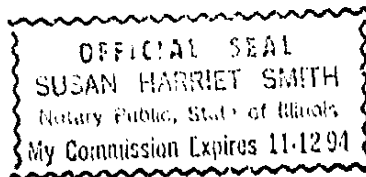
I SUSAN SMITH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Frederick D. Body personally known to me to be the Vice President of First Bank of Oak Park, an Illinois banking corporation, appeared before me this day in person, and acknowledged that as the Vice President of said bank, such officer signed and delivered the foregoing instrument as such officer's free and voluntary act and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of December, 1993.

My commission expires:

Nov. 12, 1994

Susan Harriet Smith
Notary Public



STATE OF KENTUCKY

COUNTY OF FAYETTE

This instrument was acknowledged before me by William E. Anderson II in his capacity as Senior Vice President of Long John Silver's Restaurants, Inc., a Kentucky corporation, on behalf of the corporation, this 1st day of December, 1993.

Dawn M. Powers
Notary Public

My commission expires:

8-15-95

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EXHIBIT A

PARCEL 1:

THE EAST 350 FEET OF TRACT NO. 2.

(EXCEPT THE NORTH 30 FEET THEREOF,

ALSO EXCEPT THAT PART LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF MANNHEIM ROAD, 15 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE AND THE NORTH LINE OF GRAND AVENUE TO A POINT ON SAID NORTH LINE, 15 FEET WEST OF SAID INTERSECTION,

ALSO EXCEPT THE EAST 15 FEET OF THE EAST 350 FEET OF TRACT NO. 2 (EXCEPT THE NORTH 30 FEET THEREOF, ALSO EXCEPT THAT PART LYING SOUTHEASTERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF MANNHEIM ROAD, 15 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE AND THE NORTH LINE OF GRAND AVENUE TO A POINT ON SAID NORTH LINE, 15 FEET WEST OF SAID INTERSECTION)

ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT, 15 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE NORTHERLY ALONG THE EAST LINE, 160.0 FEET TO A POINT, 305.46 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE WESTERLY 175.0 FEET ALONG A LINE PARALLEL WITH AND 305.46 FEET SOUTH OF THE NORTH LINE OF SAID TRACT TO A POINT; THENCE SOUTHERLY 164.46 FEET ALONG A LINE PARALLEL WITH AND 175.0 FEET WESTERLY OF THE EAST LINE OF SAID TRACT TO A POINT ON THE NORTH LINE OF GRAND AVENUE (THE SOUTH LINE OF SAID TRACT); THENCE EASTERLY 160.44 FEET TO A POINT 15 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTHEAST 20.44 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 15 FEET)

IN OWNERS SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 40 ACRES THEREOF AND NORTH OF THE CENTER LINE OF GRAND AVENUE, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1929 AS DOCUMENT 10456788 AND FILED IN THE REGISTRAR'S OFFICE AUGUST 23, 1929 AS DOCUMENT LR474993, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

TRACT NO. 2 (EXCEPT THE WEST 550 FEET THEREOF AND ALSO EXCEPT THE EAST 350 FEET THEREOF) IN OWNERS DIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 40 ACRES THEREOF AND NORTH OF THE CENTER LINE OF GRAND AVENUE; ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1929 AS DOCUMENT

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10456788 AND FILED IN THE REGISTRAR'S OFFICE AUGUST 23, 1929 AS DOCUMENT LR474993 IN COOK COUNTY, ILLINOIS;

PARCEL 3:

THE NORTH 30 FEET OF THE EAST 350 FEET OF TRACT NO. 2 IN OWNERS DIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 40 ACRES THEREOF AND NORTH OF THE CENTER LINE OF GRAND AVENUE ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 1929 AS DOCUMENT 10456788 AND FILED IN THE REGISTRAR'S OFFICE ON AUGUST 23, 1929 AS DOCUMENT LR474993, IN COOK COUNTY, ILLINOIS.

This instrument was Prepared by
and After Recording Should Be
Returned to:
Paul Kelley, Esq.
Lord, Bissell & Brook
115 S. LaSalle Street, Suite #3400
Chicago, IL 60603

Pin #'s 12-29-203-044
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Common Address:
10420-97 West Grand Ave.
2906 North Mannheim Rd.
Franklin Park, IL