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Doc#: 0333950376
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 12/05/2003 11:28 AM Pg: 1 of 6

THIS INSTRUMENTS WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

CIB Bank
2100 Elmhurst Road
Mount Prospect, IL 60056
ATTN: Maurine A. Thompson

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This Subordination, Non-disturbance and Attornment Agreement (the "Agreement") is made as of the 30th day of September, 2003, between CIB Bank, an Illinois banking corporation ("Mortgagee"), which has an office at 2100 Elmhurst Road, Mount Prospect, Illinois, and French Bistro Restaurant, LLC, an Illinois limited liability company ("Tenant") which has an office at 1028 Rush Street, Chicago, Illinois 60611.

RECITALS

- A. Tenant has entered into that certain lease agreement dated October 10, 2003, with Triad Investors, LLC, an Illinois limited liability company ("Landlord"), as Lessor, which lease agreement covers approximately 11,800 square feet (the "Premises") in that certain real property (the "Property") commonly known as 630 N. State, Chicago, Illinois, and more particularly described in Exhibit A attached hereto and made a part hereof (said lease agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively referred to hereon as the "Lease");
- B. CIB Bank is the Mortgagee under that certain Leasehold Mortgage and Assignment of Leases and Rents and Security Agreement (collectively, the "Mortgage") dated June 29, 1999, granted by Landlord to Lender and recorded on October 6, 1999, as documents numbers 99-945110 and 99-945111 in the Cook County Recorder's Office, Illinois, to secure an original principal amount of One Million Five Hundred Thousand Dollars and No/100 (\$1,500,000.00) plus interest, covering the Premises; and
- C. CIB Bank and Landlord subsequently modified the Mortgage as follows: (i) Mortgage modification dated September 18, 2000 and recorded as document number 00838667 on October 25, 2000; (ii) Leasehold Mortgage and Assignment of Leases and Rents dated February 5, 2002 and recorded as document numbers 0020161144 and 0020161145 on February 7, 2002; and (iii) Mortgage modification and Assignment of Leases and Rents modification dated February 6, 2002 and recorded as document numbers 0020161142 and 0020161143 on February 7, 2002.
- D. Tenant desires to be assured by Lender that the Lease will not terminate, but rather remain in full force and effect in accordance with its terms, in the event that the Mortgage is foreclosed or any foreclosure sale or transfer in lieu of foreclosure of the said Premises is made by Lender.

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NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Lender hereby certifies that the Mortgage is presently in full force and effect and that to the best of Lender's knowledge, Landlord is not in default under the Mortgage.
2. The right of possession of Tenant to the Premises and Tenant's rights arising out of the Lease shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or the note secured thereby; nor shall Tenant be named as a party defendant to any foreclosure of the lien of the Mortgage except as procedurally required under the law applicable to the Premises, nor shall the Tenant in any way be deprived of its rights under the Lease for any reason so long as no event has occurred and then continues to exist for such period of time (after any notice required by the Lease) as would entitle the Landlord to terminate the Lease, casualty insurance and condemnation awards shall be disbursed as provided in the Lease.
3. In the event that Lender or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, the Lease shall not be terminated or effected by said foreclosure or sale or transfer in lieu of foreclosure, or any such proceedings and Lender agrees that any sale by it of the Premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to the Lease and the rights of Tenant thereunder; and Tenant agrees that on request it shall attorn to Lender or such other person as its new landlord and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender or such other person upon all of the terms, covenants and conditions set forth in the Lease.
4. If Lender or any other person shall succeed to the interest of Landlord under the Lease, Lender or such other person shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's or such other person's succession to the interest of Lessor under the Lease, have the same remedies against Lender or such other person for the breach of any agreement contained in the Lease that Tenant might have under the Lease against Landlord if Lender or such other person had not succeeded to the interest of Landlord, so long as Lender shall be in title to the Premises; provided, however, that Lender or such other persons shall not be:
 - (a) liable for any act of omission of Landlord under the Lease;
 - (b) subject to any offset or defenses which Tenant might have had against Landlord occurring prior to the date Lender succeeds to the interest of Landlord, except that Lender or such other person shall be subject to any then existing right of Tenant under the Lease to offset amounts (i) paid to cure a default by Landlord under the Lease, (ii) to pay real estate taxes required to have been paid by Landlord or (iii) for damages arising from a prior default of Landlord;
 - (c) bound by any fixed annual rent which Tenant might have paid for more than the then current month to Landlord; or

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(d) bound by any modification or amendments to the Lease made without Lender's consent.

5. The Lease shall be and hereby is made subject and subordinate to the lien of the Mortgage and to all of the terms, covenants and conditions thereof to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

6. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of either party hereto.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. All references herein to Lender shall be deemed to include also any subsequent holder of the Mortgage and/or any other persons succeeding to the title to the Premises or any part thereof, whether by virtue of foreclosure or sale or transfer in lieu of foreclosure, or pursuant to the exercise of any rights and remedies under the Mortgage.

8. Tenant, by execution hereof, is not assuming any liability or obligation under the Mortgage or with respect to the indebtedness secured thereby. Neither the Mortgage nor any other security agreement executed in connection therewith shall cover or be construed as subjecting in any manner to the lien thereof any trade fixtures, signs or other personal property at any time purchased by Tenant or furnished or installed by Tenant or its permitted assignees and subtenants of the Premises, regardless of the manner or mode of attachment thereof.

9. Any notices or communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, or by commercial courier service (with evidence of receipt) to the parties at the addresses set forth on Page 1 hereof, or such address or persons as either of the parties hereto may designate by written notice to the other.

10. This Agreement contains the entire understanding between the parties with respect to the lease and cannot be changed, modified, waived or canceled, except by an agreement in writing executed by the party against whom enforcement of such change, modification, waiver or cancellation is sought.

11. This Agreement and the covenants herein contained are intended to run with and bind all lands affected thereby.

12. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

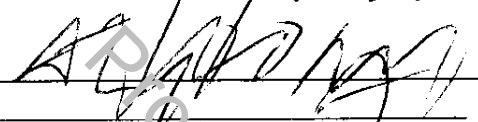
(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

TENANT:

FRENCH BISTRO RESTAURANT, LLC,
an Illinois limited liability company

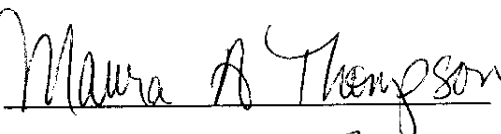


Name: Stephen T. Lombardo Jr.

Title: MEMBER

LENDER:

CIB BANK, an Illinois corporation



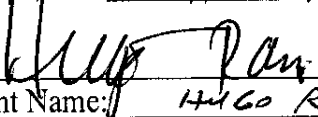
Name: Maura A. Thompson

Title: Vice President

IN THE PRESENCE OF:

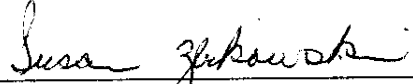


Print Name: William A. Marcovitz

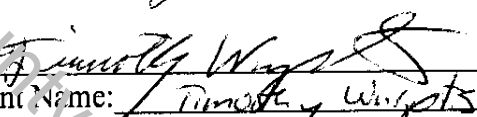


Print Name: HUGO RALLI

IN THE PRESENCE OF:



Print Name: SUSAN ZBIKOWSKI



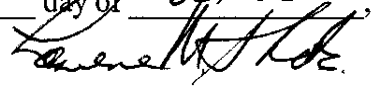
Print Name: Timothy Wignats

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, LAWRENCE M. SHANE, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that STEPHEN J. LOMBARDO JR, personally known to me to be the MEMBER of FRENCH DISCO RESTAURANT LLC, and personally known to me to be the same person whose name is subscribed to the foregoing corporation instrument, appeared before me this day in person and acknowledged that as such, he/she signed and delivered said instrument pursuant to proper authority given by the Board of Directors of said bank, as his/her 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 notarial seal this 10 day of OCTOBER, 2003

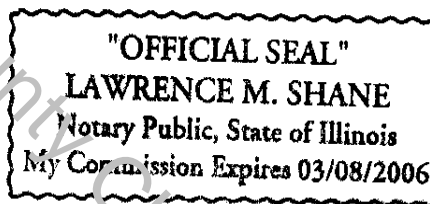


Notary Public

[Seal]

My commission expires:

3/8/2006



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STATE OF Illinois)
)SS
COUNTY OF Cook)

I, DIANE E. WOJTAS, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Maura A Thompson, personally known to me to be the Vice President of LIB Bank, and personally known to me to be the same person whose name is subscribed to the foregoing corporation instrument, appeared before me this day in person and acknowledged that as such, he/she signed and delivered said instrument pursuant to proper authority given by the Board of Directors of said bank, as his/her 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 notarial seal this 21st day of OCTOBER, 2003

Diane E. Wojtas
Notary Public
"OFFICIAL SEAL"
Diane E. Wojtas
[Seal] Public, State of Illinois
My Commission Exp. 08/07/2005

My commission expires:

8/7/05