



Doc#: 0407032040  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 03/10/2004 10:23 AM Pg: 1 of 4

*J. Hall*

Evergreen Park, Illinois  
87<sup>th</sup> & Kedzie  
L/C: 012-2154  
File #: 42660

**NON-DISTURBANCE ATTORNMENT AND  
SUBORDINATION AGREEMENT  
(MORTGAGE)**

THIS AGREEMENT, dated December 31, 2003 is between **CITIBANK FEDERAL SAVINGS BANK**, having its offices at 500 W. Madison Street, Fifth Floor, Chicago, Illinois 60661 ("Mortgagee") and **McDONALD'S CORPORATION**, a Delaware corporation ("Tenant") having its offices at One McDonald's Plaza, Oak Brook, Illinois 60523.

**PRELIMINARY STATEMENTS**

A. Tenant has executed a Ground Lease dated September 16, 2002, as amended by agreement(s) dated October 22, 2003, February 21, 2003 and November 27, 2002 ("Lease") with 87<sup>th</sup> & Kedzie, L.L.C. ("Landlord") of the premises ("Premises") described in Exhibit A.

B. Mortgagee holds a mortgage on the Premises or a portion of the Premises. The mortgage is 0407032038 and is recorded 3-10-04.

C. Tenant and Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Non-Disturbance, Attornment and Subordination Agreement.

**TERMS OF THE AGREEMENT**

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, Mortgagee and Tenant agree as follows:

1. Provided the Lease is in full force and effect and Tenant is not in default under the Lease (beyond any period given Tenant to cure the defaults), then:

(a) Tenant's right of possession to the Premises and Tenant's other rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the mortgage or the note which it secures. Further, Tenant shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the Lease.

(b) In the event Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the mortgage, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. Mortgagee covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the mortgage, or otherwise, shall be made subject to the Lease and the rights of Tenant under the Lease, and Tenant covenants and agrees to attorn to Mortgagee, or such person, as its new Landlord, and the Lease shall continue in full force and effect as a direct Lease between Tenant and Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall Mortgagee or such person be:

(i) liable for any act or omission of Landlord; or

*UNANT 01033041 Cook Co, Ill*

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(ii) bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance unless such pre-paid or additional rent was paid pursuant to the terms of the Lease.

2. The Lease shall be subject and subordinate to the lien of the mortgage and to all of its terms, conditions and provisions, to all advances made or to be made and to any renewals, extensions, modifications or replacements.

3. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, Tenant agrees to execute and deliver to Mortgagee or to any person to whom Tenant agrees to attorn such other instruments as either shall reasonably request in order to comply with these provisions.

4. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

5. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

**MORTGAGEE  
CITIBANK FEDERAL SAVINGS BANK**

**TENANT  
McDONALD'S CORPORATION,  
a Delaware corporation**

By [Signature]  
Its Vice President

By [Signature]  
Its Vice President *270*

ATTEST:

ATTEST:

By [Signature]  
Its Assistant Vice President

By [Signature]  
Its Assistant Secretary *270*

WITNESS:

WITNESS:

[Signature]

[Signature]

(ACKNOWLEDGMENTS OF ALL SIGNATURES AND EXHIBIT A)





**UNOFFICIAL COPY****LEGAL DESCRIPTION**

PARCEL 1: LOTS 11 TO 20, BOTH INCLUSIVE, IN BLOCK 3 IN THE SUBDIVISION OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; (EXCEPT THAT PART OF LOTS 11 TO 15 AND LOT 16 (EXCEPT THE SOUTH 8 FEET) DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHWEST CORNER OF LOT 11 AFORESAID; THENCE EAST ON THE NORTH LINE THEREOF 34.5 FEET; THENCE SOUTHWESTERLY TO A POINT 8 FEET NORTH OF AND 25.5 FEET EAST OF THE SOUTHWEST CORNER OF LOT 12 AFORESAID (AS MEASURED ON THE WEST LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHERLY TO THE SOUTH LINE OF LOT 15 AFORESAID, 12.5 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY TO THE NORTH LINE OF THE SOUTH 8 FEET OF LOT 16 AFORESAID, 11 FEET EAST OF THE WEST LINE OF SAID LOT 16 (AS MEASURED ON SAID NORTH LINE); THENCE WEST ON SAID NORTH LINE TO SAID WEST LINE; THENCE NORTH ON THE WEST LINES OF LOTS 11 TO 16 AFORESAID TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART OF LOTS 17 TO 20 AND THE SOUTH 8 FEET OF LOT 16 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 8 FEET, WITH THE WEST LINE OF LOT 16 AFORESAID; THENCE EAST ON SAID NORTH LINE 11 FEET; THENCE SOUTHWESTERLY TO A POINT 8 FEET SOUTH OF AND 5 FEET EAST OF THE NORTHWEST CORNER OF LOT 19 AFORESAID (AS MEASURED ON THE WEST LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHERLY TO THE SOUTH LINE OF LOT 20 AFORESAID, 3 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST TO SAID SOUTHWEST CORNER; THENCE NORTH ON THE WEST LINES OF LOTS 20 TO 16 AFORESAID TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 13 FEET OF THE NORTH 237.01 FEET OF THE 16 FOOT NORTH SOUTH PUBLIC ALLEY LYING EAST OF AND ADJACENT TO LOTS 11 THROUGH 20 IN BLOCK 3 IN THE SUBDIVISION OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS RECORDED JUNE 30, 1891 AS DOCUMENT NUMBER 1486099.

**EXHIBIT A**