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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT



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Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 10/28/2004 04:28 PM Pg: 1 of 4

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 24th day of August, 2004, by and between **HOOTERS OF LANSING, INC.**, ("Tenant"), whose address is 17060 Torrence Avenue, Lansing, Illinois; and, **JOHN MELLO**s ("Mellos"), whose address is 7317 N. Kostner, Lincolnwood, Illinois.

PRELIMINARY STATEMENT OF FACTS:

- A. Mellos has entered into an agreement to purchase that parcel of real estate described on Exhibit A attached hereto and the improvements located thereon ("Premises").
- B. Tenant is the present lessee under a lease dated March 18, 1997, demising the Premises (said lease and all amendments thereto being referred to as the "Lease").
- C. As a condition precedent to Mellos' purchase of the Premises, Mellos has required that Tenant subordinate the Lease and its interest in the Premises in all respects to Mellos' interest as the Premises owner.
- D. In return, Mellos is agreeable to not disturbing Tenant's possession of the Premises.

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:

- 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 Mellos' interests as the Premises owner.
- 2.) TENANT NOT TO BE DISTURBED. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the

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Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any renewal rights therefor in the Lease, shall not be diminished or interfered with by Mellos, and Tenant's occupancy of the Premises shall not be disturbed by Mellos for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

3.) SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their respective heirs, administrators, representatives, successors and assigns, including, without limitation, each and every from time to time holder of the Lease or any other person having an interest therein and shall inure to the benefit of Mellos and his successors and assigns.

4.) CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State of Illinois.

5.) CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

6.) NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to the addresses as set forth above or to such other place any party hereto may by notice in writing designate shall constitute service of notice hereunder.


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

TENANT:

HOOTERS OF LANSING, INC.

BY: 

ITS: 


JOHN MELLOS

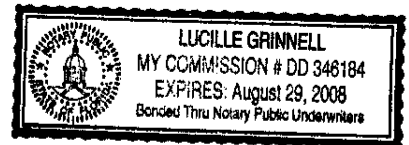
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STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

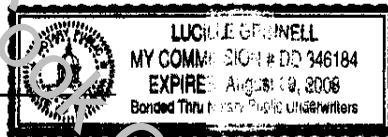
I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me NEIL G. KIEFER, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the PRESIDENT of **HOOTERS OF LANSING, INC.**, and acknowledged that as such PRESIDENT, (s)he signed, sealed, and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24th day of August, 2004.

Lucille Grinnell
NOTARY PUBLIC



my commission expires: _____

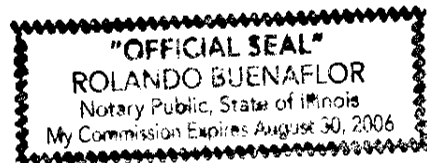


STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on this day personally appeared before me **JOHN MELLOS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21st day of August, 2004.

Rolando Buenaflor
NOTARY PUBLIC



my commission expires: 08/30/06

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE:

PARCEL 1:

The East 350 Feet of the North 100 Feet of Lot 5 in Owner's Subdivision of the South 1/2 of the North East 1/4 of the North East 1/4 and the East 7 3/4 Acres of the North 1/2 of the North East 1/4 of the North East 1/4 of Section 25, Township 36 North, Range 14 East of the Third principal Meridian, in Cook County, Illinois

PARCEL 2:

Lot 5 (except the East 350 Feet of the North 100 Feet and also except the West 80 Feet and except the East 50 Feet taken for Torrence Avenue) in Owner's Subdivision of the South 1/2 of the North East 1/4 of the North East 1/4 and the East 7 3/4 Acres of the North 1/2 of the North East 1/4 of the North East 1/4 of Section 25, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PERMANENT REAL ESTATE INDEX NUMBERS OF PREMISES:

29-25-201-030; and, 29-25-201-033

ADDRESS OF PREMISES:

17060 S. Torrence Avenue, Lansing, IL

THIS DOCUMENTS PREPARED
BY AND AFTER RECORDING
SHOULD BE SENT TO:
THOMAS S. EISNER
900 MAPLE ROAD
HOMEWOOD, IL 60430

