

UNOFFICIAL COPY



PLM# 67626C

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Doc#: 0602532126 Fee: \$36.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 01/25/2006 04:07 PM Pg: 1 of 7

CENTER BANK 253 NORTH WESTERN AVENUE LOS ANGELES, CA 90004

ATTN: SBA LOAN DEPARTMENT LOAN NO: PLP 93657140-00

SPECIFIC ASSIGNMENT, SUBORDINATION,

NON-DISTURBANCE AND ATTORNMEN AGREEMENT

NOTICE: THIS SPECIFIC ASSIGNMENT, SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT is entered into this 5th day of January 2006 by and among Shani, Inc. ("Tenant"), Naveed A. Sheikh aka Naveed Akhter Sheikh and Nadeem T. Khan, ("Borrower"), and Center Bank ("Lender").

RECITALS

- A. Tenant is the Lessee and Borrower is the Lessor under that certain lease dated January 5, 2006 (the "Lease"). UNRECORDED LEASE
B. Borrower has requested that Lender make a loan to Borrower to be secured by a Mortgage from Borrower to Lender (the "Mortgage"), covering the property wherein the premises (the "Premises") covered by the lease are located, which Property is described more fully in Exhibit "A" attached hereto (the "Property").
C. Lender is willing to make the requested loan (the "Loan"), provided that, among other things as a condition precedent thereto, Borrower and Tenant execute this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to make the requested loan, Tenant, Borrower, and Lender hereby agree and covenant as follows:

- 1. Borrower does hereby absolutely and presently grant, transfer, and assign to Lender and Lease and all rents and other sums payable under the Lease; provided, however, that until written demand is made by Lender to Tenant, all rents and other sums payable under the Lease shall be paid to Borrower, but only as they accrue.
2. Tenant and Lender hereby agree that the Lease (including specifically, without limitation, any option or options to purchase or rights of first refusal affecting the Property, or any portion thereof, contained therein is and shall at all times be subject and subordinate in all respects (a) to the Mortgage and all other loan documents executed in connection therewith (the "Loan Documents"), and to all renewals, modifications, extensions, substitutions, rearrangements and/or replacements thereof, and (b) to any and all renewals, modifications, replacements, extensions substitutions and/or rearrangements of any and all obligations and indebtedness secured by the Mortgage, subject, however, to the terms and conditions hereinafter set forth in this agreement.

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THE GUARANTEE TITLE & TRUST COMPANY

Commitment Number: 67626C

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOTS 5 AND 6 (EXCEPT THAT PART OF LOTS 5 AND 6 LYING SOUTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF LOT 6 WHICH IS 16.43 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 6 TO A POINT IN THE EAST LINE OF LOT 5 WHICH IS 16.51 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 5, ALSO LOT 7 (EXCEPT THAT PART OF LOT 7 LYING SOUTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF LOT 7 WHICH IS 16.39 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 7, TO A POINT IN THE EAST LINE OF LOT 7 WHICH IS 16.43 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7), ALL IN BLOCK 7 IN MARES WHITE AND COMPANY'S WEST 22ND STREET AND 17TH AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 17, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:
15-22-313-022

TOWNSHIP:
PROVISO

PROPERTY ADDRESS:
1801 WEST CERMAK ROAD
BROADVIEW, IL 60153