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Prepared by:
Jacqueline Harvey
Yum! Brands, Inc.
17901 Von Karman
Irvine, CA 92614



Doc#: 0620645126 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/25/2006 03:30 PM Pg: 1 of 7

WHEN RECORDED RETURN TO:

YUM! BRANDS REAL ESTATE
c/o Taco Bell Corp.
Attn: Title Dept., Mail Drop 711
17901 Von Karman
Irvine, CA 92614
Real Estate Legacy Site No. 12-0582
Real Estate Entity No. 262803

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made by and between Lakeside Bank ("Lender"), and Taco Bell Corp, a California corporation ("Tenant").

RECITALS

WHEREAS, Lender is the beneficiary of a deed of trust or the mortgagee of a mortgage (the "Encumbrance") dated March 8, 2006, recorded on March 14, 2006, as Instrument/Document No. 0607335397, affecting the real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Tenant is the holder of a leasehold estate (including restrictive, easement and other rights appurtenant thereto, if any) in the Property pursuant to that certain Shopping Center Ground Lease dated October 5, 2004 ("Tenant's Interest"); and

WHEREAS, Lender and Tenant agree that Tenant's Interest is or shall become subordinate to the lien of the Encumbrance subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

SNDA/Site ___/Version ___

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NOW, THEREFORE, in consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Tenant agrees that Tenant's Interest is and shall be subordinate to the lien of the Encumbrance, and the lien of the Encumbrance shall be deemed superior to Tenant's Interest.
2. The subordination of Tenant's Interest will in no way alter, diminish or modify Tenant's rights or interest in the Property.
3. Provided Tenant is not in default under the terms of any instrument(s) creating Tenant's Interest, then
 - a. Tenant's right of possession or use of the Property shall not be affected or disturbed by Lender in the exercise of any of Lender's rights under the Encumbrance.
 - b. In the event that Lender or any other person acquires title to the Property pursuant to the exercise of any rights or remedies provided for in the Encumbrance, Lender agrees that Tenant's Interest shall not be terminated or affected, and Lender agrees to recognize Tenant's Interest and Tenant's right to peaceful possession of the Property as specifically set out in any instrument creating Tenant's Interest.
 - c. In the event that Lender or any other person acquires title to the Property pursuant to the exercise of any rights or remedies provided for in the Encumbrance, Tenant agrees to attorn to Lender or such other person as to its interest in the Property, and Lender or such other person agrees to be bound by the terms and conditions of the instrument(s) creating Tenant's Interest.
 - d. The Encumbrance shall not cover or be construed as subjecting in any manner to the lien thereof, any trade fixtures, equipment, signs or other personal property at any time furnished or installed by or for Tenant or its sublessees or licensees on the Property.
4. Upon any attornment under Section 3 above, the Lease shall continue in full force and effect as a direct lease between Tenant and the person or entity to who Tenant attorns, except that such person or entity shall not be:
 - a. liable for any breach, act or omission of any prior landlord; or

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- b. subject to any offsets, claims or defenses which Tenant might have against any prior landlord except as expressly set forth in the Lease; or
- c. bound by any rent or additional rent or other payment in lieu of rent which Tenant might have paid to any prior landlord more than thirty (30) days in advance of its due date under the Lease; or
- d. bound by any amendment or modification concerning any adjustment of rent or early termination of the Lease made without Lender's written consent, which shall not be unreasonably withheld, delayed or conditioned; or
- e. bound by any notice of default given by Tenant to landlord unless a copy thereof was then also given to Lender, or
- f. be liable for any security deposit or other sums held by any prior landlord unless actually received.

5. Notices. All notices required or allowed in this Agreement shall be in writing and shall be sent to the addresses shown below. A party may change its address for notice by giving notice to the other party. Notice may be delivered by personal delivery, facsimile transmission, an overnight delivery service, or U.S. Mail sent certified with return receipt requested. Notices are effective on the earlier of the date received, the date of the delivery receipt, or the third day after postmark, as applicable.

Tenant:

Property Management
 Yum! Brands, Inc.
 1900 Colonel Sanders Lane
 P.O. Box 32070
 Louisville, KY. 40213
 Site No. 12-6582 (262803)
 Fax: 502-874-8848

Tenant:

Lakeside Bank
 55 West Wacker Drive
 Chicago, Illinois 60601
 Attn: Mr. David Pinkerton
 Fax: 312- 435-1631

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6. Lender hereby consents to the granting of Tenant's Interest and to any improvements, alterations, or renovations of the Property which are performed by Tenant pursuant to Tenant's Interest.

7. This Agreement shall be recorded and shall run with the Property and inure to the benefit of and be binding upon the parties hereto and their respective successors in interest.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below

LENDER

Lakeside Bank

By: DAVID V. PINKERTON

Name: *[Signature]*

Title: EXECUTIVE VICE PRESIDENT

Date: 7/11/06

TENANT

Taco Bell Corp., a California corporation

By: Mary C. Shipma

Name: MARY C. SHIPMA
ASSISTANT SECRETARY

Title: _____

Date: 7.20.06

REVIEWED BY:
JACQUIE HARVEY
DATE: _____

UNOFFICIAL COPY**EXHIBIT 'A'****PARCEL 1:**

LOT 2 IN FINAL SUBDIVISION PLAT OF STREAMWOOD 1 SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 2005 AS DOCUMENT 0504703099, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 96.5 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE #59 AS DEDICATED PER DOCUMENT #11200331; THENCE NORTH 88 DEGREES 11 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 337.92 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 49 SECONDS EAST, PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE #59, A DISTANCE OF 166.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 15 MINUTES 49 SECONDS EAST; PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE #59, A DISTANCE OF 114.46 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 47 SECONDS WEST, A DISTANCE OF 325.82 FEET, TO A POINT 11.97 FEET EASTERLY OF THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE #59 AS DEDICATED PER DOCUMENT #11200331; THENCE NORTH 00 DEGREES 15 MINUTES 49 SECONDS WEST, ALONG A LINE 11.97 FEET EASTERLY OF AND PARALLEL TO SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE #59, A DISTANCE OF 114.46 FEET TO A POINT; THENCE NORTH 89 DEGREES 45 MINUTES 47 SECONDS EAST A DISTANCE OF 325.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JANUARY 6, 2003 AS DOCUMENT 0600634058 FOR STORMWATER MANAGEMENT FACILITIES AND DRAINAGE; INGRESS AND EGRESS, PARKING, SANITARY SEWERS, WATER LINES, SIGNAGE, CONSTRUCTION OF COMMON FACILITIES, AND SNOW REMOVAL OVER THE COMMON AREAS LOCATED ON LOTS 1 AND 3 OF AFORESAID SUBDIVISION.

Tax #s: 06-22-302-001

06-22-302-010

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KAREN J. VENETCH, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that DAVID V. PINKERTON personally known to me to be
the ^{EXECUTIVE VICE PRESIDENT} President of LAKESIDE BANK, and personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in person and
severally acknowledged that as the EXECUTIVE VICE PRESIDENT President of LAKESIDE BANK, he/she
signed and delivered the said instrument as his/her free and voluntary act, for the uses and
purposes therein set forth.

GIVEN under my hand and official seal this 11th day of July, 2006.

Karen J. Venetch
Notary Public



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ALL-PURPOSE ACKNOWLEDGMENT

State of California

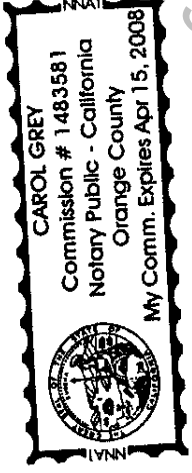
County of Orange

On July 20, 2006 before me, Carol Grey, Notary Public

Personally appeared Mary C. Shipma

[x] personally known to me OR [] proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal



Carol Grey
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL(S)

CORPORATE OFFICER(S) _____
TITLE(S)

PARTNER(S)

ATTORNEY-IN-FACT

TRUSTEE(S)

SUBSCRIBING WITNESS

GUARDIAN/CONSERVATOR

OTHER Assistant Secretary

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Taco Bell Corp., a California corporation