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This instrument was prepared by and after recording return to:
Bank Financial F.S.B.
15W060 Frontage Road
Burr Ridge, IL 60527

Doc#: 0735346130 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/19/2007 03:23 PM Pg: 1 of 11

Ln. #1902024006

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE/ESTOPPEL AGREEMENT

RECEIVED JUN 20 2007

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE/ESTOPPEL AGREEMENT (this "Agreement"), dated June 19, 2007, between 600 Lake Shore Drive LLC, c/o Belgravia Group, Ltd., an Illinois limited liability corporation ("Tenant"), and **Bank Financial, F.S.B.**, a federal savings association, its successors and assigns ("Mortgagee"), having its principal place of business at 15W060 North Frontage Road, Burr Ridge, Illinois 60527.

FINANCIAL TITLE SERVICES
15W060 N. FRONTAGE RD
BURR RIDGE, IL 60527

RECITALS:

1. Tenant is the lessee under that certain lease executed between Tenant and American National Bank & Trust Company of Chicago, not individually, but solely as Trustee under Trust Agreement known as Trust No. 049037-04, an Illinois land trust ("Landlord"), dated June 15, 2004 (the lease and all amendments thereto are hereinafter referred to as the "Lease"), covering all or a portion of property commonly known as 540 Lake Shore Drive, Unit S4, Chicago, Cook County, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Property"). *depicted*
2. Mortgagee is making a loan (the "Loan") to Landlord or Landlord's successor which is or will be secured, in part, by the lien of a Mortgage executed and delivered by Landlord Landlord's successor to Mortgagee encumbering the Property (the "Mortgage") and an assignment of leases and rents from the Property.
3. As a condition to making the Loan, Mortgagee requires that Tenant enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Tenant hereby represents, acknowledges and agrees as follows:

1. The Lease has not been amended, modified or extended except as follows:
 - Amendment by Letter Agreement dated January 31, 2007.
 - Consent by Letter Agreement dated June 10, 2007.

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Accom
PK

FINANCIAL TITLE SERVICES

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The Lease does not contain any options to purchase and/or lease additional space, rights of set off, rights of first refusal to purchase and/or lease additional space or any similar provisions regarding acquisition of ownership interests or additional leased space in the building except as follows: no exceptions.

1. The term of the Lease commenced on June 15, 2004 and will terminate on ~~August 31, 2007~~, subject to _____ renewal terms of _____ years each.
12/31/07 - see letter dated January 31, 2007.
2. The current monthly rent payment under the Lease is \$13,006. Rent has been paid through June 30, 2007. No advance rents have been prepaid except for the current month.
3. In addition to monthly rent payments, the following amounts are also payable on a monthly basis for the following purposes: ~~Common Area Maintenance; Insurance; Real Estate Taxes.~~ *N/A.*
2. The improvements described in the Lease have been completed ^{by Tenant} and accepted by ~~Tenant.~~ *Landlord.*
4. The security deposit under the Lease is currently \$24,050.
5. Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
6. Tenant is in full and complete possession of the premises demised under the Lease, such possession having been delivered by the Landlord pursuant to the Lease and having been accepted by the Tenant.
7. ^{To the best of Tenant's knowledge,} The Lease is in full force and effect, Tenant has no existing claims, defenses or offsets under the Lease against Landlord, no uncured default exists under the Lease, and no event has occurred that would, except for the lapse of time, the giving of notice or both, constitute a default.
8. ~~No cancellation, modification, amendment, extension, or assignment of the Lease, and no subletting or prepayment of more than one month's rent shall be made without Mortgagee's prior written consent.~~
9. All rent payments shall be paid as provided under the Lease until Tenant has been otherwise notified by Mortgagee or its successor and assign. Tenant agrees that, upon receipt of a notice from Mortgagee or its successor or assign that there has been a default by Landlord under the Loan Documents, Tenant shall make all subsequent rent payments directly to Mortgagee (or its successor or assign), or at the direction of Mortgagee (or its successor or assign). All prepayments of more than one month's rent and any and all termination fees paid by Tenant, or at Tenant's direction, shall be payable jointly to Mortgagee and Landlord. *if applicable*

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- ~~10. Tenant will not look to Mortgagee for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Mortgagee.~~
11. The guaranty of the Lease, if any, is in full force and effect.
- ~~12. Tenant will deliver to Mortgagee a copy of all notices Tenant delivers to or receives from Landlord in accordance with the notice provision set forth herein.~~
2. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, rights of set off, and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.
3. In the event Mortgagee elects to foreclose the Mortgage, Mortgagee will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Mortgagee's prior written consent and is not in default under the Lease.
4. In the event that Mortgagee shall succeed to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Mortgagee's prior written consent, Mortgagee agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Mortgagee shall not be:
1. liable for any act or omission of Landlord or any prior landlord under the Lease;
 2. subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord;
 3. bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;
 - ~~4. bound by any amendment or modification of the Lease made without Mortgagee's prior written consent; or~~
 - ~~5. liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent Mortgagee has actually received said security deposit.~~
5. Upon Mortgagee's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Mortgagee or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Mortgagee or any subsequent owner, Tenant shall execute a new lease with Mortgagee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease *and any amendments thereto*.

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6. ~~Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Mortgagee of such default and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Mortgagee shall have such longer time as may be necessary to cure the default; provided that Mortgagee commences the cure within such period and diligently pursues the cure thereafter).~~

7. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

8. This Agreement can be modified only in writing duly executed by both parties.

9. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee: BankFinancial, F.S.B.
15W060 North Frontage Road
Burr Ridge, Illinois 60527
Attn: _____

To Tenant: *CP Belgravia Group Ltd.*
833 N. Orleans St. Suite 400
Chicago, IL 60610
Attn: Alvaro Lev.
Ruttenberg + Ruttenberg
833 W. Orleans St. Suite 400
Chicago, IL 60610 ; Attn: *Jeremy Reis*

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

10. If any action or proceeding is instituted to enforce the terms hereof, the prevailing party in such action or proceeding shall be entitled to reasonable attorneys' fees, costs and expenses of the prevailing party.

11. This Agreement, and all obligations of Tenant hereunder, shall terminate upon the release and satisfaction of the Mortgagee *or the termination of the Lease, whichever occurs first.*

12. The undersigned representative of Tenant certifies that he/she has full power, authority and right to execute and deliver this Agreement on behalf of Tenant and to bind Tenant to the provisions hereof.

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- 13. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TENANT:

600 Lake Shore Drive LLC
 By: Belgravia Group, LLC, its Manager

By: [Signature]

Name: Abbas Lev.

Its: President

MORTGAGEE:

BankFinancial, F.S.B., a federal savings association

By: [Signature]

Name: WARREN ADREANI

Its: REGIONAL VICE PRESIDENT

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STATE OF ILLINOIS)

COUNTY OF _____)

SS.)

I, Joy Maris, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Walter Adreani, the Regional Vice Pres of BankFinancial, F.S.B., a federal savings association, who is 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 acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal as of 8-1-07.

[SEAL]



Joy Maris
Notary Public

My commission expires: 12-11-2008

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STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE COOK

the Manager of 600 Lake Shore
Drive LLC

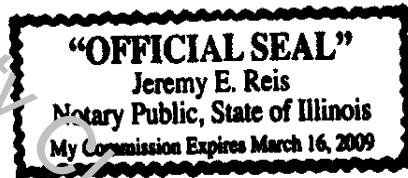
I, Jeremy E. Reis, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, that AKIND. LEU, the President of
Bebyraw. Group LLC an Illinois corporation, who is personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary
act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal as of 6/19/07.

Jeremy E. Reis
Notary Public

[SEAL]

My commission expires: 3/16/2009



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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOTS 29 AND 30 AND THAT PART OF THE WEST 1/2 OF VACATED NORTH-SOUTH ALLEY EAST AND ADJOINING SAID LOTS 29 AND 30 IN BLOCK 7 IN CALUMET VILLA, BEING A SUBDIVISION OF THE EAST 30 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE 150 FEET RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 13 THROUGH 17 ALSO THAT PART OF LOT 18 LYING NORTHWESTERLY OF A LINE WHICH INTERSECTS THE NORTHEAST CORNER OF LOT 18 AND INTERSECTS THE SOUTH LINE OF LOT 18, 23 FEET FROM THE SOUTHEAST CORNER (EXCEPTING FROM SAID LOTS 13 THROUGH 18 THOSE EASTERLY PORTIONS TAKEN FOR ROADWAY BY CONDEMNATION CASE NUMBERS 93L50351 AND 02L51320), ALSO THAT PART OF LOT 19 LYING NORTHWESTERLY OF A LINE WHICH INTERSECTS THE NORTH LINE OF LOT 19, 23 FEET FROM ITS NORTHEAST CORNER AND INTERSECTS THE SOUTH LINE OF LOT 19, 46 FEET FROM ITS SOUTHEAST CORNER, AND THAT PART OF THE EAST 1/2 OF VACATED NORTH-SOUTH ALLEY WEST AND ADJOINING SAID LOTS 13 THROUGH 19, ALL IN BLOCK 7 IN CALUMET VILLA, BEING A SUBDIVISION OF THE EAST 30 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE 150 FOOT RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY), IN COOK COUNTY, ILLINOIS.

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EXHIBIT A
LEGAL DESCRIPTION of Premises occupied

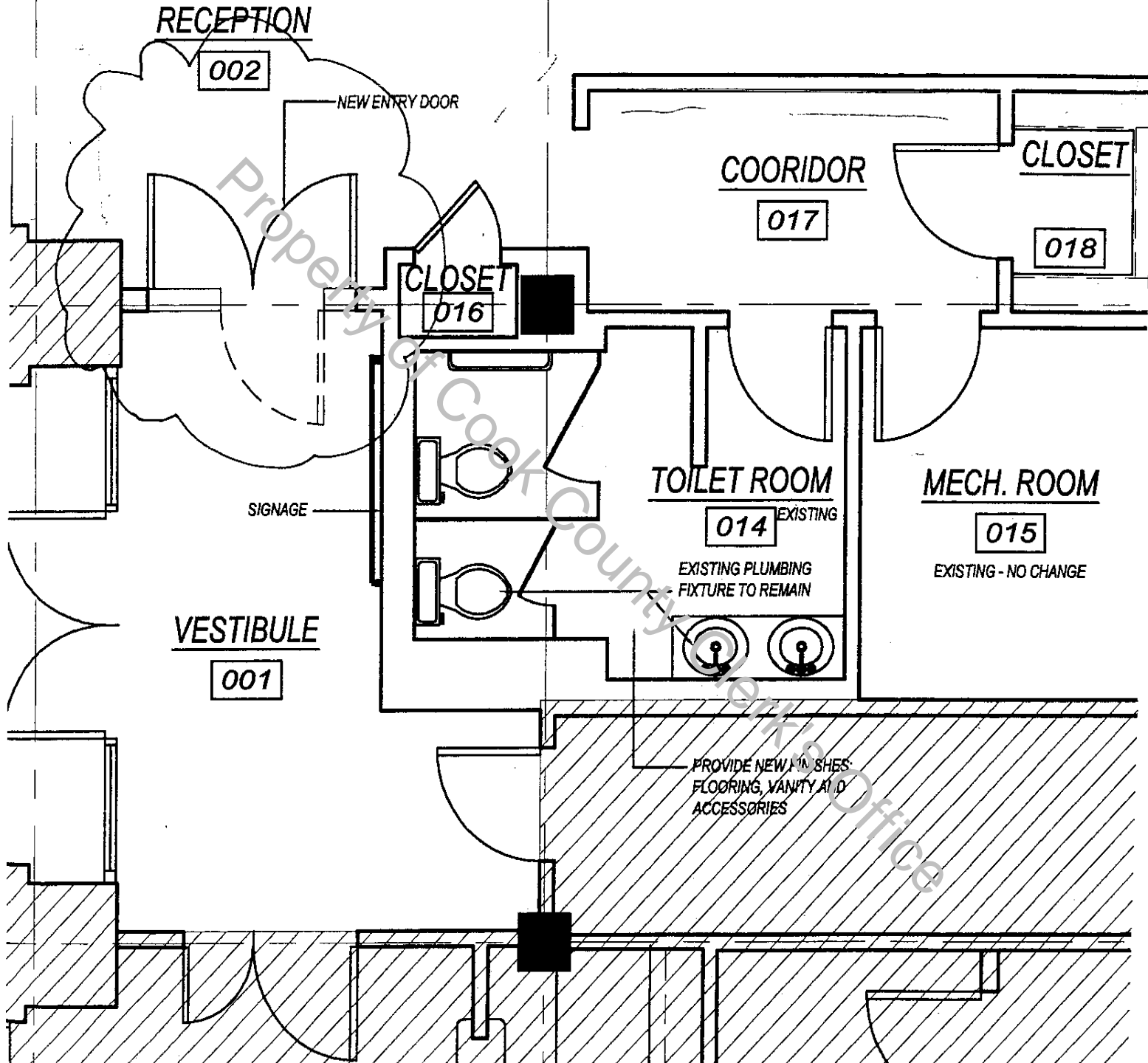
by Tenant

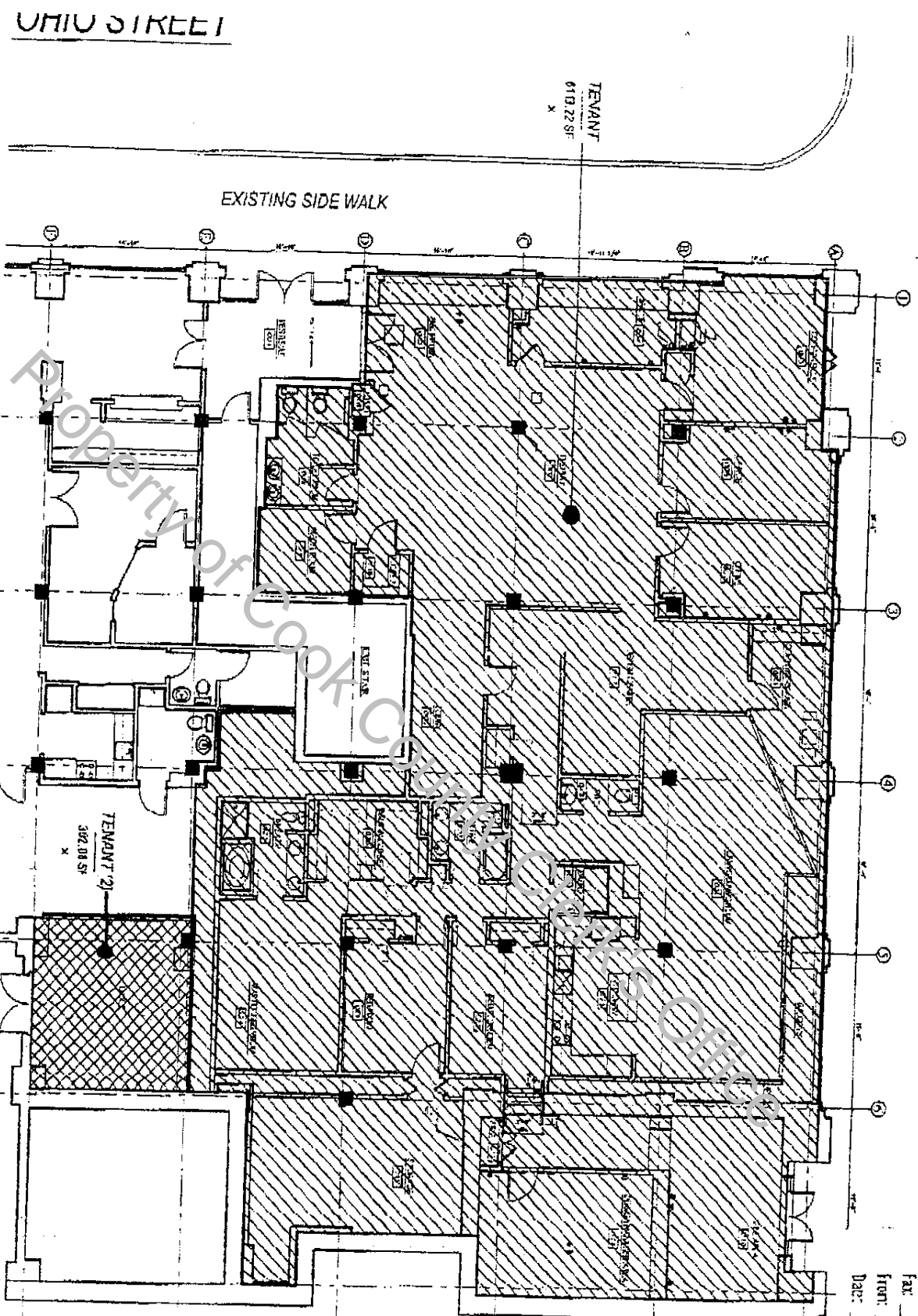
(See Attached)

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BELGARDIA GROUP

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540 LSD SALES CENTER FLOOR PLAN 06.09.04

06.09.04

FLOOR PLAN

540 LSD SALES CENTER

06.09.04

FLOOR PLAN

540 LSD SALES CENTER

Hannan Architecture and Planning, Ltd.
 To: STABORS
 From: WVA
 Date: _____

