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Cook County Recorder of Deeds
Date: 06/17/2010 04:03 PM Pg: 1 of 8

NON-DISTURBANCE ATTORNMENT AND
SUBORDINATION AGREEMENT
(MORTGAGE)

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Chicago, Illinois
201 North Clark Street
L/C: 012-1126
File #9417

Prepared by Chad E. Walker
After Recorded, return to: Katrina Washington
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60523

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

Original Principle Sum of \$29,640,600.00

THIS AGREEMENT is dated March 18, 2010 (the "NDA") between **ELZIE L. HIGGINBOTTOM**, as agent for **Elzie L. Higginbottom, The Westmoor Corporation**, and **Block 17 Lender Associates** ("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 Store Lease dated September 28, 1988, as amended by agreements dated March 6, 1989, April 17, 1989, May 7, 1998, September 8, 2008, and September 3, 2009 ("Lease") with Affordable/Lawless II, LLC an Illinois limited liability company, whose address is 2255 S. Wabash Avenue, Chicago, Illinois 60616 ("Landlord") of the premises described in Exhibit A ("Premises").

B. Mortgagee holds a mortgage dated May 1, 1987 and recorded on May 12, 1987 ad Document No. 87254852 made by **American National Bank and Trust Company of Chicago**, as Trust under Trust No. 66121 to Baird & Warner Inc., and thereafter assigned to **State Teachers Retirement Board of Ohio** by Document No. 90165141 and assigned to **The Secretary of Housing and Urban Development of Washington D.C.** by Document No. 93719412; assigned by **Assignment of Mortgage** dated as of December 12, 1996 and recorded on January 30, 1997 as Document No. 97068840 made by **The Secretary of Housing and Urban Development to Prairie Properties, LLC**; assigned to **Credit Suisse First Boston Mortgage Capital LLC, a Delaware limited liability company** by instrument dated November 13, 1997 and recorded July 24, 2002 as Document No. 0020812382; assigned to **State Street Bank and Trust Company**, as Trustee for the benefit of the Holders of the Credit Suisse First Boston Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates, Series 1997-SPICE, a National Banking Association by instrument dated December 1, 1997 and recorded May 17, 1999 as Document 99472458; assigned to **Elzie L. Higginbottom, as agent for Elzie L. Higginbottom; The Westmoor Corp. and Block 17 Lender Associates** by instrument recorded August 23, 2002 as Document No. 0020932654.

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.

3) all

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(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

(iii) 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.

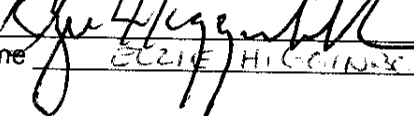
5. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

This NDA may be executed in counterparts, and all of such counterparts (including facsimile), when separate counterparts have been executed by the parties hereto, shall be deemed to be one and the same NDA.

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

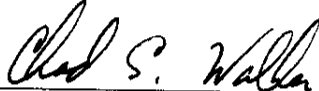

MORTGAGEE:

**ELZIE L. HIGGINBOTTOM, as Agent for
Elzie L. Higginbottom, The Westmoor
Corporation, and Block 17 Lender Associates**

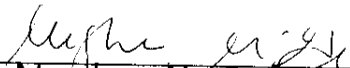
By 
Name ELZIE L. HIGGINBOTTOM

TENANT:

**McDONALD'S CORPORATION
a Delaware corporation**

By  
Name: Chad E. Walker
Its: Senior Counsel

ATTEST:

By 
Its MEGHAN MCGUIRE

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ACKNOWLEDGMENT - McDONALD'S

STATE OF ILLINOIS)
) SS:
 COUNTY OF DuPAGE)

I, Katrina Washington, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that **Chad E. Walker, Senior Counsel** and **Meghan McGuire as Counsel of McDonald's Corporation, a Delaware corporation**, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such authorized parties appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such authorized parties 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, this 18th day of March, 2010.

Katrina Washington
 Notary Public

Commission expires _____



ACKNOWLEDGMENT - ELZIE L. HIGGINBOTTOM

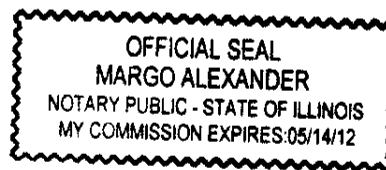
STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

I, Margo Alexander, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that **ELZIE L. HIGGINBOTTOM as agent for Elzie L. Higginbottom, The Westmoor Corporation, and Block 17 Lender Associates**, 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 she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11 day of ~~March~~ ^{June}, 2010.

Margo Alexander
 Notary Public

Commission expires 05/14/12



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Exhibit A Legal Description

RETAIL SPACE 2 AND AUXILLIARY STORAGE SPACE IN AND UPON THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

All of Sublots 1 through 7 and the Alley in the Assessor's Division of Lot 5 in Block 17 in the Original Town of Chicago;

ALSO

Lot 6 (except the East 20 feet thereof) in said Block 17;

ALSO

All of Sub-Lots 1 through 8 in the Subdivision of Lot 8 in said Block 17;

All in the Southeast quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The North 111.00 feet of the East half of Lot 7 (as such East half is measured along the South line of Lot 7) lying above a horizontal plane having an elevation of +22.00 feet above Chicago City Datum, all in Block 17 in the Original Town of Chicago, in the Southeast quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

AND

The South 16.00 feet of the North 127.00 feet of the East half of Lot 7 (as such East half is measured along the South line of Lot 7) lying above a horizontal plane having an elevation of +14.66 feet above Chicago City Datum, all in Block 17 in the Original Town of Chicago, in the Southeast quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

AND

That part of the East half of Lot 7, (as such East half is measured along the South line of Lot 7) except the North 127.00 feet thereof, lying above a horizontal plane having an elevation of +12.66 feet above Chicago City Datum, all in Block 17 in the Original Town of Chicago, in the Southeast quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

AND

The East 20 feet of Lot 6 and the West half of Lot 7 (as such West half is measured along the South line of Lot 7) lying above a horizontal plane having an elevation of +29.00 feet above Chicago City Datum, all in Block 17 in the Original Town of Chicago in the Southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

PARCEL 3:

Perpetual easements by and set forth in Quit Claim Deed In Trust dated May 1, 1987 from City of Chicago, as Grantor, in favor of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 26, 1985 and known as Trust #66121 recorded as Document No. 87254850 on May 12, 1987 with the Cook County Recorder of Deeds establishing which easements are identified in Exhibit B of said deed and are as follows:

1. An exclusive easement for the construction, installation, support, remodeling, use, operation, repair, maintenance and replacement of a service drive and loading berth on, over, under, across and along that portion of West Haddock Place in Cook County, City of Chicago, State of Illinois, lying West of the West line of North Dearborn Street and East of the East line of Garvey Court located approximately as shown on Sheet A1-2PL ("Site Plan-Parcels") revised to February 3, 1987 prepared by Lisec & Biederman as Job No. 1173.

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2. An exclusive easement for the construction, installation, support, remodeling, use, operation, repair, maintenance and replacement of a wall and footings in that portion of West Haddock Place in Cook County, City of Chicago, State of Illinois lying East of the East line of Garvey Court in the City of Chicago, Cook County, State of Illinois and the West of the West line of North Dearborn Street in the City of Chicago, Cook County, State of Illinois located approximately as shown on Sheet A1-2PL ("Site Plan-Parcels") revised to February 3, 1987 prepared by Lisec & Biederman as Job No. 1173.
3. An exclusive easement for the construction, installation, support, remodeling, use, operation, repair, maintenance and replacement of caissons, caisson bells and caisson shafts in the following areas located approximately as shown on Sheet A1-2PL ("Site Plan-Parcels") revised to February 3, 1987 prepared by Lisec & Biederman as Job No. 1173:
 - (a) In that portion of the South half of West Haddock Place lying West of the West line of North Dearborn Street and East of the East line of North Clark Street, in the City of Chicago, County of Cook, and State of Illinois; and
 - (b) In that portion of the North 7 feet of West Lake Street lying West of the West line of North Dearborn Street and East of the East line of North Clark Street in the City of Chicago, County of Cook, and State of Illinois; and
 - (c) In that portion of the East half of North Garvey Court lying North of the North line of West Lake Street and South of the South line of West Haddock Place, in the City of Chicago, County of Cook, and State of Illinois.
4. An exclusive easement for the construction, installation, support, remodeling, use, operation, repair, maintenance and replacement of a wall in that portion of the East half of Garvey Court lying North of the North line of West Lake Street and South of the South line of the West Haddock Place in the City of Chicago, County of Cook, and State of Illinois located approximately as shown on Sheet TS-1PL prepared by Lisec & Biederman entitled "Caisson and Basement Plan, Caisson Schedule and Details" revised to February 3, 1987 as part of Job No. 1173.
5. An exclusive easement for the construction, installation, support, remodeling, use, operation, repair, maintenance and replacement of a wall and footings in that portion of North Dearborn Street lying South of the South line of West Haddock Place and North of the North line of West Lake Street in the City of Chicago, County of Cook, and State of Illinois, located approximately as shown on Sheet TS-1PL prepared by Lisec & Biederman entitled "Caisson and Basement Plan, Caisson Schedule and Details" revised to February 3, 1987 as part of Job No. 1173.
6. An exclusive easement for the construction, installation, support, remodeling, use, operation, repair, maintenance and replacement of a wall and footings in that portion of the North 3 feet of West Lake Street lying East of the East line of North Clark Street and West of the West line of North Dearborn Street in the City of Chicago, County of Cook, and State of Illinois, located approximately as shown on Sheets A1-2PL ("Site Plan Parcels"), TS-1PL ("Caisson and Basement Plan, Caisson Schedule and Details, TS-4PL ("Framing Plan - Level 1") and CS-1PL ("Slab or Grade and Foundation Plan") prepared by Lisec & Biederman revised to February 3, 1987 as part of Job No. 1173.
7. An exclusive easement in the City of Chicago, County of Cook, and the State of Illinois for the construction, installation, support, remodeling, use, operation, repair, maintenance and replacement of footings in the following property:
 - (a) *The East 3 feet of North Clark Street lying South of the South line of West Haddock Place and North of the North line of West Lake Street to be located approximately as shown on Sheet (CS-1PL ("Slab on Grade and Foundation Plan") prepared by Lisec & Biederman revised to February 3, 1987 as part of Job No. 1173; and*

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- (b) That portion of West Haddock Place lying West of the West line of North Dearborn Street and East of the East line of North Garvey Court; in the City of Chicago, County of Cook, and State of Illinois located approximately as shown on Sheets A1-2PL ("Site Plan Parcels"), TS-1PL ("Caisson and Basement Plan, Caisson Schedule and Details, TS-4PL ("Framing Plan - Level 1") and CS-1PL ("Slab or Grade and Foundation Plan") prepared by Lisec & Biederman revised to February 3, 1987 as part of Job No. 1173 (revised to March 27, 1987).
8. An nonexclusive easement for the construction, installation, remodeling, use, operation, repair, maintenance and replacement of two (2) "Siamese" water pipe connections in the City of Chicago, County of Cook, and State of Illinois, one located in the North half of that portion of West Lake Street lying West of the West line of North Garvey Court and East of the East line of North Clark Street and the other located in the East half of that portion of the North Clark Street lying North of the North line of West Lake Street and South of the South line of West Haddock Place, to be located approximately as shown on Sheet A1-2PL ("Site Plan Details") prepared by Lisec & Biederman as part of Job No. 1173 (revised to March 27, 1987).

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PROPERTY ADDRESS: 201 NORTH CLARK STREET, CHICAGO, ILLINOIS

PERMANENT TAX NUMBERS:

17-09-422-008-0000 1 OF 6
17-09-422-009-0000 2 OF 6
17-09-422-010-0000 3 OF 6
17-09-422-011-0000 4 OF 6
17-09-422-012-0000 5 OF 6
17-09-424-002-0000 6 OF 6

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