



Prepared by,  
**RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:**

Doc#: 1106222101 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/03/2011 03:31 PM Pg: 1 of 10

Zions First National Bank  
National Real Estate Department  
Suite 1400  
Salt Lake City, Utah 84133-1109

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (the "Agreement") is made and entered into this 25th day of February, 2011, by and among **CITIBANK, N.A.** ("Tenant"), **ZIONS FIRST NATIONAL BANK**, a national banking association ("**Lender**") and **REDDY VENTURES 2 LLC**, an Illinois limited liability company ("**Landlord**").

**RECITALS:**

**WHEREAS**, Tenant, as successor-in-interest to Citibank, F.S.B., and Landlord, as successor in interest to Pastiche Commercial LLC, are parties to the Retail Branch Lease, dated August 25, 2006 (the "Lease"), pursuant to which Tenant leases from Landlord a portion (such portion, as more particularly described in the Lease, the "Premises") of the building known as 3753 North Clark Street, Chicago, IL, a legal description of which is attached hereto and incorporated by this reference as **Exhibit A** (said parcel of real estate and the Premises being sometimes collectively referred to herein as the "**Property**"); and

**WHEREAS**, Landlord has executed a Mortgage in favor of Lender dated on or about February 16, 2011 (the "**Mortgage**") and recorded on February 17, 2011 at Doc #1104816088 of the Real Property Records of Cook County, Illinois, payable upon the terms and conditions described therein and the terms of the Business Loan Agreement and Promissory Note dated even date with the Mortgage; and

**WHEREAS**, it is a condition to said loan that said Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the Lease and to the leasehold estate created thereby; and

**WHEREAS**, the parties hereto desire to assure Tenant's possession and control of the property under the Lease upon the terms and conditions therein contained;

**NOW THEREFORE**, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

Stewart 495 251 / 0003152713

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## AGREEMENT:

1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.
2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, the Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and tenant, upon, and subject to, all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions therein provided. Tenant does hereby agree to attorn to Lender or to any such owner as its Landlord, and Lender hereby agrees that it will accept such attornment.
3. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord), except that Lender agrees to cure any default of Landlord that is continuing as of the date Lender forecloses the property within thirty (30) days from the date Tenant delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Lender diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; (c) bound by any Rent that Tenant may have paid under the Lease more than one month in advance; (d) bound by any amendment or modification of the Lease hereafter made without Lender's prior written consent; or (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.
4. If Lender sends written notice to Tenant to direct its Rent payments under the Lease to Lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instruction and deliver Rent payments to Lender; however, Landlord and Lender agree that Tenant shall be credited under the Lease for any Rent payments sent to Lender pursuant to such written notice.
5. (a) All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first-class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

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**Tenant:**

Citibank, N.A.  
c/o Citigroup Realty Services  
Attn: Real Estate Manager  
500 W. Madison Street  
Chicago, IL 60661

With Copy To:

Citi-CRS Lease Admin.  
710 Riverpoint Court  
West Sacramento, California 95605

Copies of any notices to Tenant commencing or relating to any default by, or action, suit or proceeding against, Tenant arising under this Agreement shall reference this Agreement and shall also be sent to the following:

Citigroup Inc.  
One Court Square  
45<sup>th</sup> Floor  
New York, NY 11120  
Attention: General Counsel Real Estate

**Landlord:**

Reddy Ventures 2 LLC  
4335 Marina City Drive, Suite PH 32,  
Marina del Rey, CA 90292  
Attn: Girija Reddy

**Lender:**

Zions First National Bank  
National Real Estate Department  
Suite 1400  
Salt Lake City, Utah 84133-1109

(b) Tenant agrees to provide Lender with a copy of any written notice of any material default under the Lease which Tenant gives to Landlord.

6. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provision of the Lease.

7. This Non-Disturbance Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage

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8. Should any action or proceeding be commenced to enforce any of the provisions of this Non-Disturbance Agreement in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorney's fees.

9. Tenant shall not be joined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreement set forth in the Mortgage.

10. Landlord represents and warrants to Tenant that the Premises are located on the parcel of real property described on Exhibit A to this Agreement, and that the parcel described on Exhibit A to this Agreement is the same as, or includes, the parcel of land described on Exhibit A to the Lease. Landlord represents and warrants to Tenant that Landlord is the landlord under the Lease.

**[Signatures on following page]**

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IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed as of the day and year first above written.

**LENDER:**

**ZIONS FIRST NATIONAL BANK,**  
a national banking association

By: Kathryn Thomas  
Name: Kathryn Thomas  
Title: S.P. VP

**TENANT:**

**CITIBANK, N.A.,** a national banking association.

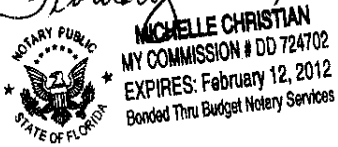
By: Maria Agon McCarthy  
Name: Maria Agon McCarthy, VP  
Title: Sr. Real Estate Head

LANDLORD: REDDY VENTURES 2 LLC

**REDDY VENTURES 2 LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*This instrument was acknowledged before me by Maria Agon on February 23, 2011.*



*Michelle Christian*

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IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed as of the day and year first above written.

**LENDER:**

**ZIONS FIRST NATIONAL BANK,**  
a national banking association

By: Kathy Thomas  
Name: Kathy Thomas  
Title: SRVP

**TENANT:**

**CITIBANK, N.A., a national banking association.**

By: Maria Agon McCarty  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LANDLORD:**

**REDDY VENTURES 2 LLC**

By: Girija Reddy  
Name: GIRIJA REDDY  
Title: sole owner / partner

*This instrument was acknowledged before me by Maria Agon on February 23, 2011.*

**MICHELLE CHRISTIAN**  
MY COMMISSION # DD 724702  
EXPIRES: February 12, 2012  
Bonded Thru Budget Notary Services

*Michelle Christian*

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## ACKNOWLEDGMENT CERTIFICATE

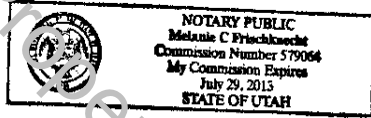
**State of UTAH**

§

**County of Salt Lake**

On this 25th day of February, 2011, before me, Melanie C. Frischknecht, a Notary Public, personally appeared Kathy Thomas personally known to me to be the person(s) whose name(s) is (are) subscribed to on this instrument, and acknowledged that he (she) (they) executed same.

S  
E  
A  
L



*Melanie C. Frischknecht*  
\_\_\_\_\_  
Notary Public

Property of Cook County Clerk's Office

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On 2-28-11 before me, Stacy Villaseñor, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Girija Reddy  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Stacy Villaseñor  
Signature of Notary Public



Place Notary Seal Above

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: Subordination, Non Disturbance and Attornment Agreement  
Document Date: 2-25-11 Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_



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## EXHIBIT A

### Legal Description

That part of lots 21, 22, 23 and 24 in Block 1 in Buckingham's Second Addition to Lakeview, a subdivision of all of Block 11 and parts of Block 10 and 12 (except the Railroad) of Laflin Smith and Dyer's Subdivision in the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southeast corner of said lot 21, thence North on the West lot line of said lot 21, a distance of 0.88 of a foot to a point; thence east, at right angles to the last described course, a distance of 0.88 of a foot to the inside wall face of the first floor of a four story brick building, to said point being also the place of beginning; thence along the inside wall face of the first floor of said brick building, the following 14 courses;

1. Thence North on the said inside wall face, at right angles to the last described course, a distance of 28.06 feet to a point;
2. Thence East on said inside wall face, at right angles to the last described course, a distance of 2.75 feet to a point;
3. Thence North on said inside wall face, at right angles to the last described course, a distance of 8.32 feet to a point;
4. Thence West on said inside wall face, at right angles to the last described course, a distance of 2.75 feet to a point;
5. Thence North on said inside wall face, at right angles to the last described course, a distance of 29.69 feet to a point;
6. Thence East on said inside wall face, at right angles to the last described course, a distance of 2.75 feet to a point;
7. Thence North on said inside wall face, at right angles to the last described course, a distance of 8.47 feet to a point;
8. Thence West on said inside wall face, at right angles to the last described course, a distance of 2.75 feet to a point;
9. Thence North on said inside wall face, at right angles to the last described course, a distance of 29.67 feet to a point;

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10. Thence East on said inside wall face, at right angles to the last described course, a distance of 2.75 feet to a point;
11. Thence North on said inside wall face, at right angles to the last described course, a distance of 8.39 feet to a point;
12. Thence West on said inside wall face, at right angles to the last described course, a distance of 2.75 feet to a point;
13. Thence North on said inside wall face, at right angles to the last described course, a distance of 18.70 feet to a point;
14. Thence East on said inside wall face, at right angles to the last described course, a distance of 4.03 feet to a point;

Thence Southeasterly through an angle of 210 degrees 04 minutes 00 seconds measured clockwise on the inside wall face, a distance of 26.70 feet to a point; thence Southwesterly, at right angles to the last described course, a distance of 4.67 feet to a point; Thence Southeasterly, at right angles to the last described course, a distance of 20.30 feet to a point, thence Easterly through an angle of 149 degrees 59 minutes 25 seconds measured clockwise, on the inside wall face, a distance of 18.80 feet to a point; Thence Southerly, at right angles to the last described course, on the inside wall face, a distance of 65.32 feet to a point; Thence Westerly, at right angles to the last described course, on the inside wall face, a distance of 14.42 feet to a point; Thence Southerly, at right angles to the last described course, a distance of 20.50 feet to a point; Thence Westerly, at right angles to the last described course, on the inside wall face, a distance of 27.69 feet to the place of beginning, being that part designated as "Commercial not included" on the first floor of the Plat of Condominium of the Ball Park Condominiums per document No. 0020507767, as amended, all in Cook County, Illinois.

P.I.N.: 14-20-215-043-0000  
 COMMON ADDRESS: 3753 N. CLARK AVE., CHICAGO, IL 60613