



Doc#: 1220242039 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/20/2012 09:08 AM Pg: 1 of 9

This document prepared by and mail to:
David A. Kallick
Tishler & Wald, Ltd.
200 S. Wacker Drive, Ste. 3000
Chicago, IL 60606
(312) 876-3800

**SUBORDINATION, ATTORNMENT
AND NONDISTURBANCE AGREEMENT**

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT (the "Agreement") is made as of the 1st day of May, 2012, by and between HALPERNS' YES & PRODUCTIONS, INC., an Illinois corporation (together with its predecessors in interest, successors and assigns, collectively the "Tenant"), and REPUBLIC BANK OF CHICAGO (together with its successors and assigns, the "Lender").

WITNESSETH.

WHEREAS, MIDWAY HOLDINGS, L.L.C., an Illinois limited liability company (together with its predecessors in interest, successors and assigns, the "Landlord"), and Tenant executed a certain Building Lease dated October 31, 1994 (as amended, extended, modified or supplemented from time to time the "Lease"), pursuant to which Landlord leased a portion of the premises located at 3539 North Clark Street, Chicago, Illinois (the "Premises") and the premises located at 2541 North Clark Street, Chicago, Illinois described in the Lease to Tenant for a term of years ending midnight November 30, 2017 with extension rights all as more fully described in the Lease; and

WHEREAS, Landlord has mortgaged certain real property legally described on Exhibit "A" attached hereto and by reference incorporated herein, of which the Premises constitutes a part, pursuant to a certain Real Estate Mortgage and a certain Junior Real Estate Mortgage (together, the "Mortgage") and that certain Assignment of Leases and Rents and that certain Junior Assignment of

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Leases and Rents (together, the "Assignment") all in favor of the Lender and all dated May 1, 2012, securing, respectively, the payment of a Secured Promissory Note in the amount of \$9,100,000.00 jointly and severally executed by **MIDWAY HOLDINGS, L.L.C.**, an Illinois limited liability company, and **AMALGAMATED PROPERTIES, LLC**, an Illinois limited liability company, payable to the order of Lender, and a Term Credit Note (such Security Promissory Note and Term Credit Note, together with any modifications, extensions, renewals, substitutions, or replacements thereof, collectively the "Note") upon terms and conditions as more fully set forth in the Note, Mortgage, and Assignment of Rents; and

WHEREAS, Tenant desires to insure its peaceful and quiet use and enjoyment of the Premises consistent with the terms and conditions of the Lease; and

WHEREAS, Tenant and Lender are willing to agree that the Lease shall be subject and subordinate to the Mortgage and Assignment of Rents but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Mortgage, or in the event Lender otherwise succeeds to Landlord's interest with respect to, any part of the Premises;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Tenant and Lender agree as follows:

1. Subordination. The Lease shall be, and the same is hereby, made subject and subordinate to the Mortgage and to all the terms, conditions and provisions thereof.

2. Non-Disturbance. In the event any proceedings are brought by Lender (a) to foreclose the Mortgage or (b) to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and, provided the Tenant is not then in default in the payment of rent or in the performance of any of the terms, conditions or covenants of the Lease, which default has continued uncured after any applicable cure periods, Tenant and Lender agree that the Lease (including any

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extensions thereof and any rights of first refusal contained therein) shall in accordance with all its terms, covenants and conditions (which are incorporated herein by reference) remain in full force and effect as a direct indenture of lease between Lender and Tenant, with the same force and effect as if originally entered into with Lender. Tenant's possession of the Premises and Tenant's rights and privileges under the Lease and any extensions thereof shall not be diminished, interfered with or disturbed by Lender by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise and Lender shall not name or join Tenant as a party-defendant or otherwise in any suit, action or proceeding to enforce any rights given to the Lender or any other holder of the Mortgage, pursuant to the terms, covenants or conditions contained in the Mortgage, or any other document held by the Lender in connection therewith, unless such naming or joinder shall not affect the other rights of Tenant under this Agreement.

3. Attornment. In the event of any such foreclosure or succession to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and the resulting succession to the interests of Landlord by Lender or by any purchaser of said interests through foreclosure sale (which Lender or purchaser shall hereinafter be referred to as the "Successor Landlord"), the Lease shall continue in full force and effect, as a direct lease between Tenant and the Successor Landlord upon all of the same terms, covenants and provisions contained in the Lease and, in such events, Tenant shall attorn to and shall be bound to Successor Landlord under all of the terms, covenants and conditions in the Lease for the balance of the term of the Lease including any extension or extensions thereof, without the execution of any further instrument on the part of the parties hereto.

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4. Notices. Whenever in this Agreement or in any proceedings involving the foreclosure or attempt to foreclose pursuant to the Mortgage, it shall be required or desired that notice or demand be given or served by any party, such notice or demand shall be in writing and be deemed to have been given or served two business days after being mailed, postage prepaid, by certified or registered mail or when delivered in person and addressed as follows:

To Tenant: Halperns' Yes & Productions, Inc.
3541 N. Clark Street
Chicago, IL 60657
Attn: Charna Halpern

To Lender: Republic Bank of Chicago
2221 Camden Court, Floor 1
Oak Brook, Illinois 60523
Attn: Margie Schiavone, Senior Vice President

With a copy to: David A. Kallick
Tishler & Wald, Ltd.
200 S. Wacker Drive, Suite 3000
Chicago, Illinois 60606

or to such other addresses as may hereinafter be designated by any party by proper notice to the others.

5. Successors and Assigns. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.

6. Release. This Agreement shall remain in full force and effect until such time as the Mortgage and the Assignment are released of record.

7. Recording. The parties hereto agree that this Agreement shall be recorded in the public records of Cook County, Illinois.

[SIGNATURES TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TENANT:

HALPERNS YES & PRODUCTIONS, INC.

By: Chaim Halpern
Name: CHAIM HALPERN
Title: Director

LENDER:

REPUBLIC BANK OF CHICAGO

By: M. Schuman
Its SVP

Landlord hereby acknowledges and consents to the foregoing and the Tenant Estoppel Certificate executed by Tenant in conjunction therewith:

MIDWAY HOLDINGS, L.L.C.
an Illinois limited liability company

By: [Signature]
Its _____

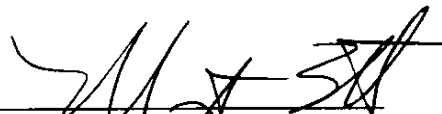
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TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Margaret Scott, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cherna Halpern, personally known to me to be the Owner of T.O. Theater and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this 18 day in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18 day of June, 2012.



Notary Public

My Commission Expires:

5/14/2016

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LANDLORD ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
 COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____ and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this (day) in person and acknowledged that he or she signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2012.

 Notary Public

My Commission Expires:

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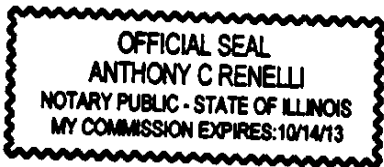
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Anthony C Renelli, a Notary Public, do hereby certify that Mage Schure personally known to me to be the SVP of REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, 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 acknowledged that he or she signed and delivered the said instrument as his or 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, this 20 day of June, 2012.

[Signature]
Notary Public



My Commission Expires:
10-14-13

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EXHIBIT "A"

LEGAL DESCRIPTION:

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS:

3535-39 N. Clark Street
Chicago, Illinois 60614

PINs:

14-20-403-064-0000
14-20-403-065-0000

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