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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

Doc#: 1223704084 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/24/2012 11:16 AM Pg: 1 of 8

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 JOHN HALLE d/b/a SALT & PEPPER DINER (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 Store Lease dated February 2, 1994 (as amended, extended, modified or supplemented from time to time the "Lease"), pursuant to which Landlord leased the premises located at 3539 North Clark Street, Chicago, Illinois (the "Premises") described in the Lease to Tenant for a term of years 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 (the "Mortgage") and that certain Assignment of Leases

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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 (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, Tenant and Lender agree that the Lease (including any 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

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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.

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"), 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.

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: John Halle d/b/a Salt & Pepper Diner
 3539 N. Clark St.
 Chicago, IL 60657
 Attn: John Halle

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

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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 may be recorded in the public records of Cook County, Illinois.

[SIGNATURES TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Cook County Clerk's Office

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

TENANT:

JOHN HALLE d/b/a SALT & PEPPER DINER

By: John Halle
Name: John Halle
Title: President

LENDER:

REPUBLIC BANK OF CHICAGO

By: [Signature]
Its: SVP

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, ANN DOUKAS, a Notary Public, do hereby certify that MARIE SCHIAVONE personally known to me to be the Sr. V.P. 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 20th day of AUGUST, 2012.

Ann Doukas

Notary Public



My Commission Expires:
9-27-13

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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:

~~14-20-403-007-0000~~

14-20-403-064

14-20-403-065