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Doc#: 1224939042 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/05/2012 10:33 AM Pg: 1 of 9

SUBORDINATION, NON-DISTURANCE, ATTORNMENT AND ESTOPPEL AGREEMENT

By

WIENECKE COURT ASSOCIATES, LLC
An Illinois limited liability company

to and for the benefit of

The Northern Trust Company

Property Address: 694 Vernon Avenue
Glencoe, Illinois 60022

PIN Identification Number: 05-07-205-015

THIS DOCUMENT PREPARED BY AND AFTER
RECORDING RETURN TO:
Friedman Properties, Ltd.
350 North Clark Street
Suite 400
Chicago, Illinois 60654
Attn: Nick Helmer, Esq.

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SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND ESTOPPEL AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND ESTOPPEL AGREEMENT dated as of August 27, 2012, by and among The Northern Trust Company, an Illinois banking corporation (the "**Lender**" or "**Northern Trust**"), Taylorsport, LLC, a Delaware limited liability company (the "**Lessee**"), and Wienecke Court Associates, LLC, an Illinois limited liability company (the "**Lessor**");

WITNESSETH:

WHEREAS, the Lender is the holder of that certain Promissory Note of the Lessor dated December 29, 2011, in the principal amount of \$ 3,056,000, secured by a Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing of even date therewith (the "**Mortgage**"), which Mortgage constitutes a lien on that certain real property more particularly described in **Exhibit A** attached hereto; and

WHEREAS, the Lessee is the holder of a leasehold estate for the restaurant space located at 694 Vernon Avenue, Glencoe, Illinois (the "**Property**") pursuant to the terms of that certain lease dated September 24, 2012, and executed by the Lessee and the Lessor (the "**Lease**"), a true and correct copy of which Lease has been delivered to the Lender; and

WHEREAS, the Lessee, the Lessor and the Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms of this Agreement, the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Mortgage and to any and all modifications, amendments, extensions, renewals, increases, substitutions, replacements and consolidations of the Mortgage. In the event of any conflict or inconsistency between any of the provisions of the Mortgage and the Lease, the provisions of the Mortgage shall control. Any terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Lease.
2. So long as the Lessee is not in uncured default in the payment of rent or in the performance of any of the terms, covenants or conditions hereof or of the Lease on the Lessee's part to be performed, the Lessee's possession and occupancy of the Property shall not be interfered with or disturbed by the Lender during the term of the Lease or any extension thereof duly exercised by the Lessee.
3. If the interests of any prior lessor under the Lease (including the Lessor) (a "**Prior Lessor**") shall be transferred to or owned by the Lender by reason of judicial foreclosure, power-of-sale foreclosure or other proceedings brought by it, or deed in lieu of such foreclosure proceedings, or by any other manner, including but not limited to the Lender's exercise of its

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rights under any assignment of rents and leases, and the Lender succeeds to the interest of such Prior Lessor under the Lease, the Lessee shall be bound to the Lender under all of the terms, covenants and conditions of the Lease for the balance of the remaining term thereof and any extension thereof duly exercised by the Lessee, with the same force and effect as if the Lender were the lessor under the Lease, and the Lessee does hereby attorn to the Lender as its lessor, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon the Lender's succeeding to the interest of a Prior Lessor under the Lease; provided, however, that the Lessee shall be under no obligation to pay rent to the Lender until the Lessee receives written notice from the Lender that it has succeeded to the interest of a Prior Lessor under the Lease or that it has terminated the license granted to the Lessor to collect rents as provided in the Mortgage or any assignment of rents and leases.

4. If the Lender shall succeed to the interest of any Prior Lessor under the Lease, the Lender shall, subject to the following provisions of this Section 4, be bound to the Lessee under all of the terms, covenants, and conditions of the Lease; provided, however, that the Lender shall not be:

- (a) Liable for any act or omissions of any Prior Lessor; or
- (b) Subject to any offsets or defenses which the Lessee might have against any Prior Lessor; or
- (c) Bound by any rent or additional rent or advance rent which the Lessee might have paid for more than the current month to any Prior Lessor and all such rent shall remain due and owing notwithstanding such advance payment except for the Security Deposit, Landlord Work Credit (if any) and first month's rent prepaid as a prerequisite pursuant to the terms of the Lease; or
- (e) Be required to complete any construction of or in the Property or otherwise perform the obligations of the Lessor under the Lease, in the event the Lender succeeds to the interest of any Prior Lessor prior to full completion of such construction of or in the Property.

All liability of Northern Trust and any other party who, from time to time, shall be included in the definition of the term "Lender" under the Lease shall be limited to its interest in the Property, and shall be without recourse to any of its property or assets other than the Property. Neither Northern Trust nor any other party who, from time to time, shall be included in the definition of the term "Lender" hereunder shall have any liability or responsibility under or pursuant to the terms of this Agreement or the Lease after it ceases to own a fee interest in or to the Property.

5. The term "Lender" shall be deemed to include Northern Trust and any of its successors and assigns, including anyone who shall have succeeded to the lessor's interest under the Lease by, through or under judicial foreclosure, or power-of-sale foreclosure or other proceedings brought pursuant to the Mortgage, or deed in lieu of such foreclosure proceedings, or by any other manner.

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6. The Lessor and the Lessee certify to the Lender as follows: (i) that the Lease is presently in full force and effect and unmodified or changed; (ii) that the term of the Lease commenced will commence on the Commencement Date, and full rental is now accruing or will then accrue after the application of the Landlord Work Credit (if any), the application of the Security Deposit and the first month's prepaid rent; (iii) that all conditions required to be satisfied by the Lessor and the Lessee under the Lease that could have been satisfied as of the date hereof have been met; (iv) that no rent under the Lease has been paid more than one month in advance of its due date except as provided in the Lease; (v) that no default exists under the Lease on the part of the Lessor or the Lessee; (vi) that the Lessee, as of this date, has no charge, lien or claim of offset under the Lease or otherwise, against rents or other charges due or to become due thereunder; (vii) that the Lease constitutes the entire rental agreement between the parties and that the Lender shall have no liability or responsibility with respect to any security deposit of the Lessee except for the obligation to apply the Security Deposit to Rent pursuant to Section 1.9(a) of the Lease; (viii) that the only persons, firms or corporations in possession of the Property or having any right to the possession or use of the Property (other than the record owner) are those holding under the Lease; and (ix) that the Lessee has no right or interest in or under any contract, option or agreement involving the sale or transfer of the Property.

7. In the absence of the prior written consent of the Lender, and except for the rights and obligations of Tenant under the Lease as of this date, the Lessee agrees not to do any of the following: (i) prepay the rent under the Lease for more than one month in advance; (ii) enter into any agreement with the Lessor to amend or modify the Lease; (iii) voluntarily surrender the Property or terminate the Lease without cause, or (iv) sublease or assign the Property.

8. In the event the Lessor shall fail to perform or observe any of the terms, conditions or agreements in the Lease, the Lessee shall give written notice thereof to the Lender and the Lender shall have the right (but not the obligation) to cure such failure, and the Lessee shall not take any action with respect to such failure under the Lease, including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent thereunder, for a period of 30 days after receipt of such written notice by the Lender; provided, however, that in the case of any default which with diligence cannot reasonably be cured within said 30-day period, if the Lender shall promptly commence corrective action to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity.

9. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

10. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

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11. All notices and other communications provided for in this Agreement (“**Notices**”) shall be in writing. The “**Notice Addresses**” of the parties for purposes of this Agreement are as follows:

Lender:

*The Northern Trust Company
50 South LaSalle St.
Chicago, IL 60602*

Lessor:

*Winneke Court Associates LLC, c/o Friedman
350 North Clark #402 Properties Ltd.
Chicago, IL 60654*

Lessee:

TaylorSport, LLC
c/o Felice Rose, Esq.
Schiff Hardin LLP
233 S. Wacker Drive Suite 6600
Chicago, Illinois 60606

or such other address as a party may designate by notice duly given in accordance with this Section to the other parties. A Notice to a party shall be effective when delivered to such party's Notice Address by any means, including, without limitation, personal delivery by the party giving the Notice, delivery by United States regular, certified or registered mail, or delivery by a commercial courier or delivery service. If the Notice Address of a party includes a facsimile number or electronic mail address, Notice given by facsimile or electronic mail shall be effective when delivered at such facsimile number or email address. If delivery of a Notice is refused, it shall be deemed to have been delivered at the time of such refusal of delivery. The party giving a Notice shall have the burden of establishing the fact and date of delivery or refusal of delivery of a Notice.

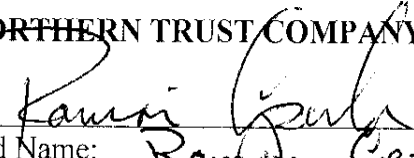
**[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]**

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

“Lender”

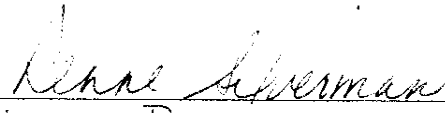
THE NORTHERN TRUST COMPANY

By 
Printed Name: Ramon Ceseda
Title: Senior Vice President

“Lessee”

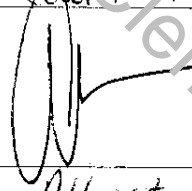
TaylorSport, LLC, a Delaware limited liability company

By: Tawny, LLC, its Manager

By 
Printed Name: Penne Silverman
Title: Secretary

“Lessor”

Wienecke Court Associates, LLC

By 
Printed Name: Albert M. Friedman
Title: Member

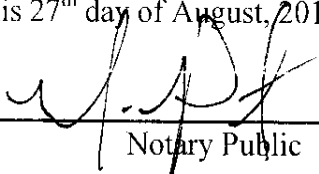
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ~~NINA PETERS~~, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Albert M. Friedman, as a Member of Wienecke Court Associates, LLC., an Illinois limited liability company ("Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of August, 2012.



Notary Public

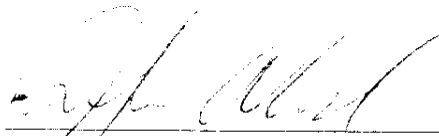
My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



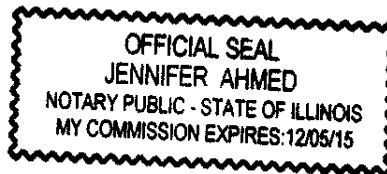
I, Jennifer Ahmed, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ramon Cepeda as Senior Vice-President of The Northern Trust Company, an Illinois banking corporation ("Bank"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of August, 2012..



Notary Public

My Commission Expires: 12/5/15



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

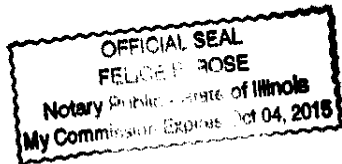
I, Felice B. Rose, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Penne Silverman, as Secretary of Tawny, LLC, as the Manager of Taylorsport, LLC, a Delaware limited liability company ("Taylorsport"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Taylorsport, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of August, 2012..

Felice B. Rose

Notary Public

My Commission Expires 10/4/15



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EXHIBIT A

LEGAL DESCRIPTION

Parcel:

THE SOUTHEASTERLY 16 FEET OF LOT 2, LOT 3, LOT 4 (EXCEPTING THE SOUTHERLY 15 FEET OF LOT 4), THE EASTERLY 20 FEET OF LOTS 8,9,10 AND 11 AND THE WESTERLY 10 FEET OF LOTS 5, 6, AND 7, ALL IN BLOCK 32 IN GLENCOE, A SUBDIVISION OF PARTS OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STREET ADDRESS OF PROPERTY: 670-694 VERNON A VENUE, GLENCOE

P.I.N.: 05-07-205-014
05-07-205-015
05-07-205-016
05-07-205-02

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