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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/10/2013 08:31 AM Pg: 1 of 5

CHICAGO, ILLINOIS
5624 West Roosevelt Road
L/C: 012-2111
File #43113

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Mortgage)

This Subordination, Non-Disturbance and Attornment Agreement ("**Agreement**") is dated July 25, 2013 between **BRICKYARD BANK, an Illinois corporation ("Lender")** and **McDONALD'S CORPORATION, a Delaware corporation ("Tenant")** having its offices at One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, U.S. Legal (L/C: 012-2111).

PRELIMINARY STATEMENTS

A. Tenant has executed a Ground Lease dated October 30, 2000, as amended by Agreement Amending Lease dated March 20, 2002 and Second Agreement Amending Lease dated March 28, 2002 and supplemented by that certain Supplement to Lease dated August 17, 2005 and recorded October 11, 2005 as Instrument No. 0528403033 in the Recorder's Office of Cook County, Illinois, as evidenced by Memorandum of Lease dated October 5, 2001 and recorded March 27, 2002 as Instrument #0020344844 in the Recorder's Office of Cook County, Illinois, as such may from time to time be amended (collectively the "**Lease**") with **H.I.P., LLC, successor in interest to Roosevelt and Central, LLC ("Landlord")** of the premises ("**Premises**") described on Exhibit A (the "**Demised Premises**").

B. Mortgagee intends to grant a mortgage on the Demised Premises or a portion of the Demised Premises and covenants and represents that such mortgage, and all other applicable loan documents, will be recorded with the _____ (individually and collectively, the "**Mortgage**"). If the Mortgage is not fully executed and recorded with the _____, and a validly recorded copy delivered to Tenant within sixty (60) days of Tenant's execution of this Agreement, this Agreement will automatically terminate and be of no further force and effect.

C. Tenant and Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this 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) Notwithstanding any contrary terms in the Mortgage or the note which the document secures, Tenant's right of possession to the Demised Premises and Tenant's other rights arising out of the Lease will not be affected or disturbed by Mortgagee in the exercise of any of Mortgagee's rights under the Mortgage or the note which the Mortgage

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secures or otherwise. Further, Tenant will not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of Tenant's rights under the Lease.

(b) In the event Mortgagee or any other person acquires title to the Demised Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease will not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. Mortgagee covenants that any sale by Mortgagee of the Demised Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, and any sale or transfer of the Mortgage or note which the Mortgage secures, will be made subject to the Lease and the rights of Tenant under the Lease, and Tenant covenants and agrees to attorn to Lender, or such person, as its new Landlord, and the Lease will continue in full force and effect as a direct Lease between Tenant and Lender, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event will Mortgagee or such person be:

- (i) liable for any act or omission of Landlord; or
- (ii) 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. All notices under this Agreement will be in writing and sent by U.S. certified mail return receipt requested or nationally recognized overnight courier. If intended for Mortgagee, the notice will be sent to the address set forth above, and if intended for Tenant, the notice will be sent to the address set forth above, with a copy to McDonald's USA, LLC, 4320 Winfield Road, Suite 400, Warrenville, Illinois 60555, Attn: Regional Development Director, L/C: 012-2111. Any party may lodge a change of address by sending notice of such change to the other party in the manner provided under this Section. Each notice will be deemed to have been given at the time it is deposited in the United States Mail or with the overnight courier.

3. Subject to the terms of Article 1, the Lease is subject and subordinate to the lien of the Mortgage and to all advances made or to be made and to any renewals or extensions.

4. The above provisions will 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 will reasonably request in order to comply with these provisions.

5. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.


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

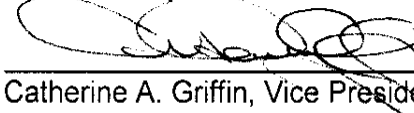
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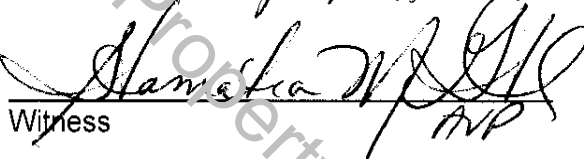
To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

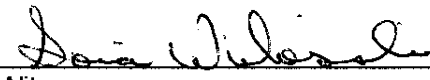
MORTGAGEE:
BRICKYARD BANK, an Illinois corporation

TENANT:
McDONALD'S CORPORATION,
a Delaware corporation

By 
Name/Title: PAUL Fertice SVP

By  gr
Catherine A. Griffin, Vice President


Witness MP


Witness

Property of Cook County Clerk's Office

Prepared By: JAMES F. RUSSELL, Jr
AFTER recorded, return TO: Denise Storm
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60523

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ACKNOWLEDGMENT – McDONALD'S (No Attestation required)

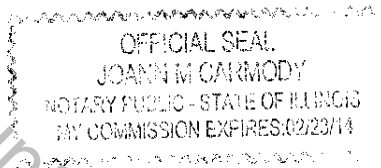
STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, JoAnn M. Carmody, a Notary Public in and for the county and state set forth above, CERTIFY that Catherine A. Griffin, as Vice President of McDONALD'S CORPORATION, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that she signed, sealed and delivered this instrument as her free and voluntary act as such authorized party and as the free and voluntary act of the corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 25th day of July, 2013.

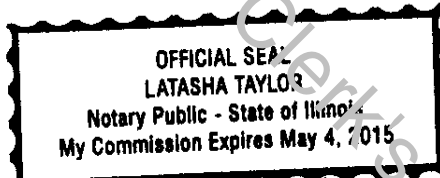
JoAnn M. Carmody
Notary Public

My commission expires 2/23/14



ACKNOWLEDGMENT – CORPORATE

STATE OF Illinois)
) SS:
COUNTY OF Cook)



I, Latasha TAYLOR, a Notary Public in and for the county and state set forth above, CERTIFY that Paul Ponticelli, as SVP of Brickyard Bank, a(n) _____ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 14th day of August, 2013.

Latasha Taylor
Notary Public

My commission expires 5/4/15

UNOFFICIAL COPY**EXHIBIT A
Legal Description of the Demised Premises**

THAT PART OF THE SOUTH 674 FEET OF THE EAST QUARTER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

COMMENCING AT THE NORTHEAST CORNER THEREOF AND RUNNING WESTERLY ALONG THE NORTH LINE THEREOF (ALSO BEING THE CENTER LINE OF FILLMORE STREET, A 50 FOOT PRIVATE ROAD, AND ITS WESTERLY EXTENSION) A DISTANCE OF 40 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 17 AFORESAID (ALSO BEING THE WEST RIGHT OF WAY LINE OF CENTRAL AVENUE) A DISTANCE OF 357.99 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 45 SECONDS WEST, A DISTANCE OF 165.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 24 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 129.00 FEET TO A POINT ON THE WEST LINE OF THE EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 AFORESAID (AS MONUMENTED AND OCCUPIED) SAID POINT BEING 357.99 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 674.00 FEET OF THE EAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 AFORESAID (AS MEASURED ALONG THE WEST LINE THEREOF); THENCE SOUTH 00 DEGREES 00 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE OF THE EAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 A DISTANCE OF 283.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ROOSEVELT ROAD (BEING A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 17 AFORESAID); THENCE SOUTH 89 DEGREES 24 MINUTES 45 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF ROOSEVELT ROAD A DISTANCE OF 129.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 39 SECONDS EAST ALONG A LINE 129.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF EAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 AFORESAID A DISTANCE OF 283.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

16-17-413-017-0000