

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.  
Credit Fulfillment Services  
CT2-515-BB-12  
70 Batterson Park Road  
Farmington, Connecticut 06032

THIS DOCUMENT PREPARED BY:

Assayag Mauss  
2915 Redhill Avenue, Suite 200  
Costa Mesa, 92626

Space above for Recorder's Use

**SUBORDINATION AGREEMENT - LEASE**

This Agreement is made as of August 9, 2013, by and among Medieval Times U.S.A., Inc. ("Lessee") and Nisfi, Inc. ("Lessor") in favor of Bank of America, N.A. ("Bank").

**Factual Background**

A. Lessor, successor-by-merger with Schaumburg Castle, Inc., and Lessee have entered into a lease agreement dated as of December 20, 1995 (as may be amended, restated or modified from time to time, "Lease"), covering certain premises located at 2001 N. Roselle Road, Schaumburg, Illinois 60195 ("Property"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the mortgagee under a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing ("Mortgage"), of even date herewith, which Mortgage will be recorded concurrently herewith in the Official Records of Cook County, Illinois, encumbering the Property. The Mortgage secures certain obligations to Bank as more particularly described therein (the "Secured Obligations").

C. It is a condition to Bank's extending the Secured Obligations that the lien of the Mortgage shall at all times be senior and prior to the interest of Lessee under the Lease.

**Agreement**

Therefore, Lessor and Lessee agree for the benefit of Bank as follows:

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1. The lien of the Mortgage, and any renewals, extensions, modifications and supplements thereto, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Lease, to the leasehold estate created thereby, and to all rights and privileges of Lessee thereunder.

2. The Bank would not extend the Secured Obligations without this Subordination Agreement.

3. Lessee consents to and approves of all provisions of the Secured Obligations and the Mortgage, as the same may be amended from time to time.

4. Lessee intentionally and unconditionally waives, relinquishes and subordinates its interests under the Lease in favor of the lien of the Mortgage and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan or other credit accommodation will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

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

LESSEE: MEDIEVAL TIMES U.S.A., INC.

By: [Signature]  
Name: Pedro De Montaner Ferrer  
Title: President

By: [Signature]  
Name: Kevin Rajons  
Title: cto.

LESSOR: NISFI, INC.

By: [Signature]  
Name: Pedro De Montaner Ferrer  
Title: President

By: [Signature]  
Name: Kevin Rajons  
Title: cto.

[All signatures must be acknowledged]

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## ACKNOWLEDGMENT

State of ~~California~~ Texas  
County of Dallas

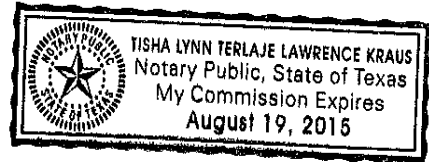
On Aug 9, 2013 before me, Tisha Lynn Lawrence Kraus, Notary Public-Tx  
(Here insert name and title of the officer)  
personally appeared Pedro De Montaner Ferrer

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~~ Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tisha Lynn Lawrence Kraus (Seal)



State of ~~California~~  
County of Dallas

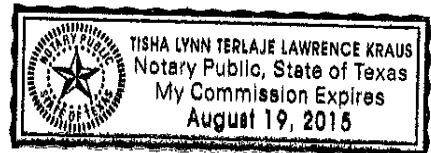
On Aug 9 2013 before me, Tisha Lynn Lawrence Kraus, Notary Public-Tx  
(Here insert name and title of the officer)  
personally appeared Kevin Ralphs

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 Tisha Lynn Lawrence Kraus (Seal)



# UNOFFICIAL COPY

## CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas

County of Dallas

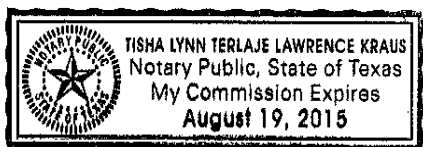
Before me, Tisha Lynn Terlaje Lawrence Kraus, Notary, on this day August 9, 2013

personally appeared, Pedro De Montaner Ferrer

- known to me;
- proved to me on the oath of \_\_\_\_\_; OR
- through \_\_\_\_\_;  
(description of identity card or other document)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9 day of August 9, 2013.



(SEAL)

*Tisha Lynn Lawrence Kraus*  
 Tisha Lynn Lawrence Kraus  
 Notary Public, State of Texas

# UNOFFICIAL COPY

## CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas

County of Dallas

Before me, Tisha Lynn Terlaje Lawrence Kraus, Notary, on this day August 9, 2013,

personally appeared, Kevin Ralphs

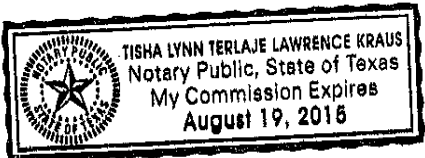
known to me;

proved to me on the oath of \_\_\_\_\_; OR

through \_\_\_\_\_;  
(description of identity card or other document)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9 day of August, 2013



(SEAL)

Tisha Lynn Lawrence Kraus  
Tisha Lynn Lawrence Kraus  
Notary Public, State of Texas

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## EXHIBIT A

### Description of Property

Real property in the City of Schaumburg, County of Cook, State of Illinois, described as follows:

#### PARCEL 1:

THAT PART OF FRACTIONAL SECTION 3, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SAID SECTION 3, AT A POINT 574.62 FEET WEST OF THE CENTER LINE OF SAID SECTION 3; THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 875.15 FEET TO A POINT ON THE EAST LINE OF ROSELLE ROAD AS WIDENED FOR HIGHWAY PURPOSES ACCORDING TO DOCUMENT NUMBER LR1736777, REGISTERED MAY 7, 1957, SAID POINT BEING THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 53 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 287.00 FEET, AN ARC DISTANCE OF 85.07 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 84.76 FEET AND A BEARING OF SOUTH 60 DEGREES 06 MINUTES 15 SECONDS EAST; THENCE SOUTH 51 DEGREES 36 MINUTES 44 SECONDS EAST 212.94 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 480.02 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 186.93 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE WEST 1/2 OF THE EAST 1/2 OF SAID FRACTIONAL SECTION 3; THENCE SOUTH 86 DEGREES 11 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 659.75 FEET; THENCE NORTH 14 DEGREES 34 MINUTES 42 SECONDS WEST, 365.94 FEET TO A LINE WHICH IS PARALLEL WITH AND 50 FEET SOUTH OF SAID NORTH LINE OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 53 MINUTES 16 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 150.00 FEET TO THE EAST LINE OF ROSELLE ROAD AS WIDENED FOR HIGHWAY PURPOSES ACCORDING TO SAID DOCUMENT NUMBER LR1736777; THENCE NORTH 30 DEGREES 55 MINUTES 48 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 58.36 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF FRACTIONAL SECTION 3, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SAID SECTION 3, AT A POINT 574.62 FEET WEST OF THE CENTER LINE OF SAID SECTION 3; THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 982.16 FEET; THENCE SOUTH 14 DEGREES 34 MINUTES 42 SECONDS EAST 417.58 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 20 ACRES OF THE WEST 1/2 OF THE EAST 1/2 OF SAID FRACTIONAL SECTION 3, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 11 MINUTES 51 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 659.75 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 32.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1 ACRE OF SAID SOUTH 20 ACRES, THENCE SOUTH 86 DEGREES 11 MINUTES 51 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 651.40 FEET; THENCE NORTH 14 DEGREES 34 MINUTES 42 SECONDS WEST, 33.10 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL 3:

THAT PART OF FRACTIONAL SECTION 3 AND THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 10, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SAID SECTION 3, AT A POINT 374.62 FEET WEST OF THE CENTER LINE OF SAID SECTION 3; THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 675.13 FEET TO A POINT ON THE EAST LINE OF ROSELLE ROAD AS WIDENED FOR HIGHWAY PURPOSES ACCORDING TO DOCUMENT NUMBER LR1736777, REGISTERED MAY 7, 1957; THENCE CONTINUING NORTH 69 DEGREES 33 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 107.01 FEET; THENCE SOUTH 14 DEGREES 34 MINUTES 42 SECONDS EAST 51.64 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 14 DEGREES 34 MINUTES 42 SECONDS EAST, 399.04 FEET TO THE SOUTH LINE OF THE NORTH 3 ACRE OF THE SOUTH 20 ACRES OF THE WEST 1/2 OF THE EAST 1/2 OF SAID FRACTIONAL SECTION 3; THENCE NORTH 86 DEGREES 11 MINUTES 51 SECONDS EAST ALONG SAID SOUTH LINE 631.40 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 742.67 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 66.00 FEET NORTHEASTERLY OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE NORTHWEST TOLLWAY, KNOWN AS INTERSTATE 90, (AS DESCRIBED IN DOCUMENT 17907142); THENCE NORTH 66 DEGREES 22 MINUTES 13 SECONDS WEST, 193.77 FEET ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 14 DEGREES 38 MINUTES 52 SECONDS TO THE RIGHT WITH SAID PARALLEL LINE; THENCE NORTH 70 DEGREES 48 MINUTES 51 SECONDS WEST, 508.04 FEET ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 9 DEGREES 26 MINUTES 38 SECONDS TO THE LEFT WITH THE EXTENSION OF THE LAST DESCRIBED LINE; THENCE NORTH 72 DEGREES 10 MINUTES 00 SECONDS WEST, 371.63 FEET ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 1 DEGREE 21 MINUTES 09 SECONDS TO THE LEFT WITH THE EXTENSION OF THE LAST DESCRIBED LINE; THENCE NORTH 8 DEGREES 42 MINUTES 27 SECONDS WEST ALONG A LINE WHICH FORMS A DEFLECTION ANGLE OF 63 DEGREES 27 MINUTES 33 SECONDS TO THE RIGHT WITH THE EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 131.92 FEET TO THE EAST LINE OF ROSELLE ROAD AS GRANTED ACCORDING TO WARRANTY DEED RECORDED MARCH 19, 1980 ACCORDING TO DOCUMENT NUMBER 25395979; THENCE NORTH 0 DEGREES 00 MINUTES 48 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 338.69 FEET TO A POINT ON THE EAST LINE OF ROSELLE ROAD AS WIDENED FOR HIGHWAY PURPOSES ACCORDING TO SAID DOCUMENT NUMBER LR1736777; THENCE NORTHEASTERLY ALONG SAID EAST LINE, SAID LINE BEING A CURVE CONCAVE TO THE SOUTH EAST HAVING A RADIUS OF 1,098.65 FEET, AN ARC DISTANCE OF 213.02 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 212.66 FEET AND A BEARING OF NORTH 25 DEGREES 22 MINUTES 32 SECONDS EAST; THENCE NORTH 30 DEGREES 53 MINUTES 48 SECONDS EAST, 76.78 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 16 SECONDS EAST ALONG A LINE WHICH IS PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 130.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AFORESAID, AS CREATED BY INSTRUMENT REGISTERED JULY 29, 1985 AS DOCUMENT NUMBER LR3450904 OVER AND UPON THAT PORTION OF THE NORTH 50 FEET OF THAT PART OF FORMER CENTRAL ROAD VACATED BY ORDINANCE PASSED BY THE COUNTY BOARD, COUNTY OF COOK, RECORDED MAY 9, 1983 AS DOCUMENT 26597951, LYING BETWEEN THE EASTERLY LINE OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION ACCORDING TO WARRANTY DEED REGISTERED MAY 7, 1957 AS DOCUMENT LR1736775, AND A LINE PERPENDICULAR TO THE CENTER LINE OF SAID VACATED CENTRAL ROAD 150 FEET EAST OF (AS MEASURED ON SAID CENTER LINE OF SAID VACATED CENTRAL ROAD), THE AFORESAID

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EASTERLY LINE OF LAND CONVEYED TO ILLINOIS STATE TOLL HIGHWAY COMMISSION IN THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Street Address of Property

2001 N. Roselle Road  
Schaumburg, Illinois 60195

PINS: 07-03-200-010-0000, 07-03-200-013-0000, 07-03-200-015-0000, 07-03-200-018-0000, 07-10-200-009-0000

Property of Cook County Clerk's Office