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Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 09/03/2014 08:59 AM Pg: 1 of 6

(This Space for Recording Use Only)

**THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:**

(Form A)

## **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("Agreement") made in multiple copies as of the 17<sup>th</sup> day of June, 2014, by and between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, ("Mortgagee"), Andy Shabat, a(n) Landlord and J & A Sports Bar Inc. ("Tenant");

### **WITNESSETH:**

**WHEREAS**, Mortgagee is the holder of a note in the original principal amount of \$ 468,000.00, ("Note") secured by a Mortgage ("Mortgage") dated February 25<sup>th</sup>, 2004, recorded on March 5<sup>th</sup>, 2004, by the Cook County Recorder as Document No. 0406532063, covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

**WHEREAS**, by a lease dated January 1<sup>st</sup>, 2014, ("Lease"), recorded by Memorandum of Lease of even date, on N/A, 200  , by the Cook County Recorder as Document No. N/A Landlord, as landlord, leased to Tenant, as tenant, the real property commonly known as 5650 W. Diversey, Chicago, IL 60639, legally described on Exhibit "A" ("Leased Premises");

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**WHEREAS**, Mortgagee, Tenant and Landlord desire to confirm their understanding with respect to said Lease and said Mortgage;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, the Lease shall at all times be subject to and subordinate to the lien and terms of the Mortgage. If there shall be a conflict between the terms of the Lease and the terms of the Mortgage, the terms of the Mortgage shall prevail.
2. In the event Mortgagee or any other party (collectively "Successor Landlord") acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or other procedure related to a default under the Note, and provided that there is no outstanding event of default under the Lease, the Lease shall remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease. Successor Landlord's remedies pursuant to the Lease will be in full force and effect once Successor Landlord succeeds to the interest of Landlord.
3. Tenant shall attorn to Mortgagee or Successor Landlord as the case may be, whether such possession is pursuant to Mortgagee's rights under the Mortgage (which such attornment shall be effective and self operative without the execution of any further instrument on the part of any of the parties hereto), or through the acquisition of title to the Leased Premises.
4. Provided that the Tenant is not in default under the terms of the Lease, Mortgagee agrees not include Tenant in any foreclosure proceeding involving the Leased Premises, unless required by applicable state law for Mortgagee to accomplish the foreclosure and then not to interfere with or diminish Tenant's rights under said Lease or disturb Tenant's possession.
5. In the event that Mortgagee, a receiver appointed by a court of competent jurisdiction or other Successor Landlord succeeds to the interest of Landlord under such Lease, such Mortgagee, receiver appointed by a court of competent jurisdiction or other Successor Landlord shall not be:
  - a) liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) ; or

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- b) bound by any payment of any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- c). bound by any amendment or modification of the Lease made without Mortgagee's written consent.

6. **WAIVER OF RIGHT TO JURY TRIAL AND PUNITIVE, SPECIAL AND INDIRECT DAMAGES.** The parties hereto knowingly and voluntarily irrevocably waive any right to trial by jury in any action or proceeding arising in any way in connection with this Agreement, and agree that any such action or proceeding shall be tried in a court of competent jurisdiction by a judge sitting without a jury. Tenant and Landlord also knowingly and voluntarily irrevocably waive any right they may have to seek consequential, punitive, special and indirect damages from Mortgagee, a receiver appointed by a court of competent jurisdiction or other Successor Landlord and any of their respective affiliates, directors, officers, employees, agents and any of their successors with respect to any and all issues presented in any action, proceeding, claim or counterclaim arising in any way in connection with this Agreement or the Lease.

7. Tenant hereby agrees that upon receipt of written notice from Mortgagee of a default by Landlord under said Mortgage, all checks for rent and other sums payable by Tenant under said Lease to Landlord shall, from the date of Tenant's receipt of such written notice, be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such an assignment of rent shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, any rights contained in said Lease which allow Tenant the right of so-called self help, offsets or deductions in the event of default or otherwise. Landlord hereby consents and agrees to the provisions of this paragraph and hereby authorizes Tenant to direct all rental and other payments under said Lease as provided by this paragraph. Landlord hereby relieves Tenant from any liability by reason of Tenant's payment of any sums under said Lease as required by this paragraph. Tenant shall have no obligation to verify the existence of any such default stated in the notice from Mortgagee under this paragraph.

8. Tenant agrees that the covenants of Landlord in the Lease shall not be binding upon Mortgagee or its affiliates, subsidiaries or successors, but shall apply to any subsequent purchaser or transferee that is not an affiliate, successor or subsidiary of Mortgagee.

9. In the event Mortgagee or its affiliates, subsidiaries or successors acquires title or right of possession of the Leased Premises, Tenant acknowledges and agrees that the liability of Mortgagee or its

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affiliates, subsidiaries or successors under the Lease shall be limited to its interest in the property described on Exhibit "A" and the rents, income and profits therefrom, and no other asset whatsoever. Notwithstanding anything herein to the contrary, Tenant shall have all of its equitable remedies against a Successor Landlord that is not a subsequent purchaser or transferee that is not an affiliate, successor or subsidiary of Mortgagee. Nothing contained herein shall otherwise limit Tenant's rights or remedies as provided in the Lease with regard to a subsequent purchaser or transferee that is not an affiliate, successor or subsidiary of Mortgagee.

10. All notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified mail, postage prepaid, or by overnight delivery service providing proof of receipt, and addressed as follows:

If to Mortgagee: Republic Bank of Chicago  
2221 Camden Court  
Oak Brook, IL 60523

If to Tenant: J & A Sports Bar Inc.  
5650 W. Diversey  
Chicago, IL 60639

If to Landlord: Andy Shabat  
8023 W. Eastwood Ave.  
Norridge, IL 60706

provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

11. Tenant agrees that a right of first refusal, if any, shall not apply to Mortgagee or its affiliates, subsidiaries or successors or to a receiver appointed by a court of competent jurisdiction; provided, however, such right of first refusal shall apply to subsequent purchasers of the Leased Premises.

12. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf

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of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

13. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

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

**MORTGAGEE :**

**REPUBLIC BANK OF CHICAGO**

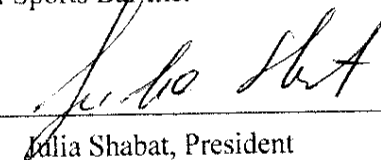
BY: 

**LANDLORD**

By: 

**TENANT:**

J & A Sports Bar Inc.

BY:   
Julia Shabat, President

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**PLEASE ATTACH LEGAL DESCRIPTION FOR EXECUTION OF DOCUMENT**

**EXHIBIT "A"**

LOT 23 IN SUBDIVISION OF LOTS 15 AND 16 IN KING AND PATTERSON'S  
SUBDIVISION OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 40 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5650 W. Diversey, Chicago, IL 60639

PIN: 13-29-230-030-0000