

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 05/12/2021 10:12 AM Pg: 1 of 7

CH 21007977  
FIDELITY NATIONAL TITLE

3084

CHICAGO, IL  
36 W 95<sup>th</sup> Street  
L/C: 012-2113  
File #: 42326

Prepared by : James F. Russ, Jr., Senior Counsel  
After recorded, return to: Tammy Salinas  
McDonald's Corporation  
110 N. Carpenter Street  
Chicago, IL 60607

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is dated April 26, 2021 between INDEPENDENT BANK ("Lender"), whose address is 2100 McKinney Avenue, Suite 1200, Dallas, TX 75201, and McDONALD'S CORPORATION, a Delaware corporation ("Tenant"), having its offices at 110 N Carpenter Street, Chicago, IL 60607-2101, Attention: Director, U.S. Legal, L/C: 012-2113. **\*\*RECORDED CONCURRENTLY HERE WITHIN**

### PRELIMINARY STATEMENTS

A. Tenant has executed a Ground Lease dated September 29, 2000, as amended by that certain Agreement to Amend Lease dated July 14, 2001, the Second Agreement to Amend Lease dated December 11, 2001, the Third Agreement to Amend Lease dated July 16, 2002 and supplemented by that certain Supplement to Lease dated May 6, 2003, and recorded with the Cook County Recorder of Deeds (the "Recording Authority") as Document No. 0320410037, as such may from time to time be amended (collectively, the "Lease"), as evidenced by Memorandum of Lease dated March 1, 2001 and recorded with the Recording Authority as Document No. 0020918708, as such may from time to time be amended, with Mujeeb Rawoof and Aslam Rawoof (collectively the "Landlord"), as successors in interest to Mohammed Rawoof and Rahedmunisa Rawoof, for the premises described in Exhibit A attached hereto (the "Premises").

B. Landlord intends to grant to Lender a mortgage, deed of trust, or deed to secure debt on the Premises or a portion of the Premises. Such mortgage, deed of trust, or deed to secure debt, any related security agreement and all other applicable loan documents shall be referred to herein, individually and collectively, as the "Mortgage". If the Mortgage is not fully executed within ninety (90) days of Tenant's execution of this Agreement, this Agreement will automatically terminate and be of no further force and effect.

C. Tenant and Lender desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Agreement.

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## TERMS OF THE AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, Lender 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 Mortgage secures, Tenant's right of possession to the Premises and Tenant's other rights arising out of the Lease will not be affected or disturbed by Lender in the exercise of any of Lender's rights under the Mortgage or the note which the Mortgage 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 Lender or any other person acquires title to the 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. Lender covenants that any sale by Lender of the 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 the 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 Lender or such person be:

(i) liable for any act or omission of Landlord arising prior to the date Lender or such other person succeeds to the interest of Landlord, except to the extent such act or omission is of a continuing nature, such as, for example, a repair obligation;

(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; and

(iii) bound by any Covenant of Title under Paragraph 4F.

2. All notices under this Agreement will be in writing and sent by United States certified mail return receipt requested or nationally recognized overnight courier. If intended for Lender, 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. 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; provided, however, that all renewals and extensions are subject to the terms of this Agreement.

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 Lender 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.

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

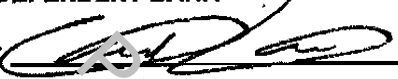
To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

LENDER:

TENANT:

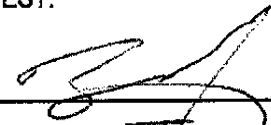
**INDEPENDENT BANK**

**McDONALD'S CORPORATION**  
a Delaware corporation

By:   
Name: Chad Crozier  
Date: 4/26/2021

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By:   
Name: Ben Jones  
Date: 4/26/2021

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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

LENDER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

**McDONALD'S CORPORATION**  
a Delaware corporation

By: [Signature]

Name: James F. Russ, Jr.

Date: 4/21/2021

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: [Signature]

Name: Kevin Hyde

Date: 4/21/2021

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## ACKNOWLEDGMENT - McDONALD'S (Attestation required)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, CERTIFY that \_\_\_\_\_, as \_\_\_\_\_, and \_\_\_\_\_, as \_\_\_\_\_, of McDONALD'S CORPORATION, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such authorized parties appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties 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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

## ACKNOWLEDGMENT - LENDER

STATE OF Texas )  
 ) SS  
COUNTY OF Dallas )

I, Kim A. Gilman, a Notary Public in and for the county and state aforesaid, CERTIFY that Chad Crozier, as Executive Vice President and \_\_\_\_\_, as X, of Independent Bank, a(n) Texas corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26 day of April, 2021.

Kim A. Gilman  
Notary Public My commission expires 2/22/22



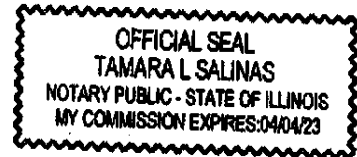
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### ACKNOWLEDGMENT - McDONALD'S (Attestation required)

STATE OF ILLINOIS )  
COUNTY OF Kane ) SS  
COOK

I, Tamara L. Salinas, a Notary Public in and for the county and state aforesaid, CERTIFY that James F. Russ, Jr., as Senior Counsel, and Kevin Hyde, as Senior Counsel, of McDONALD'S CORPORATION, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such authorized parties appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties 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 9<sup>th</sup> day of April, 2021  
Tamara L. Salinas My commission expires 4/9/2023  
Notary Public



### ACKNOWLEDGMENT - LENDER

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, CERTIFY that \_\_\_\_\_, as \_\_\_\_\_, and \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a(n) \_\_\_\_\_ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
My commission expires \_\_\_\_\_.  
\_\_\_\_\_  
Notary Public

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## EXHIBIT A

**Legal Description of the Premises**  
**Commonly known as 36 W 95<sup>th</sup> Street, Chicago, IL**

LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN BLOCK 9 IN FREDERICK H. BARTLETT'S WENTWORTH AVENUE AND 95<sup>TH</sup> STREET SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PORTION OF SAID LOTS LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 4), IN COOK COUNTY, ILLINOIS.

TAX PARCEL ID NUMBERS:    25-04-414-015-0000  
                                      25-04-414-016-0000  
                                      25-04-414-017-0000  
                                      25-04-414-018-0000  
                                      25-04-414-042-0000

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