

# UNOFFICIAL COPY

Doc#: 2209021041 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 03/31/2022 08:06 AM Pg: 1 of 6

PREPARED BY &  
MAIL TO:  
CHICAGO TITLE INSURANCE CO.  
1030 WEST HIGGINS RD  
PARK RIDGE, IL. 60068

*CT* 21EST143063PW

1 of 1

CHICAGO TITLE INSURANCE CO.

Property of Cook County Clerk's Office  
Mortgage  
Subordination

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Chicago, IL:  
1428 East 53<sup>rd</sup> Street  
Boston Market Site #0825

After Recorded, return to:  
Boston Market Corporation  
14103 Denver West Parkway  
Golden, CO 80401  
Attn: Property Administration

## NON-DISTURBANCE ATTORNMENT AND SUBORDINATION AGREEMENT (MORTGAGE)

THIS AGREEMENT, dated 12/22/2021, 2021 is between MARQUETTE BANK ("Mortgagee") and BOSTON MARKET CORPORATION, a Delaware corporation ("Tenant") having its offices at 14103 Denver West Parkway, Golden, Colorado 80401.

### PRELIMINARY STATEMENTS

A. Tenant has executed a Lease Agreement dated March 6, 1995 as amended and assigned as set forth on Exhibit B attached hereto ("Lease"), with 5228 S. Blackstone, LLC ("Landlord") of the premises ("Premises"), described in Exhibit A.

B. Mortgagee holds a mortgage on the Premises or a portion of the Premises. The mortgage is dated 12/29/21, 2021 and is recorded 1/18/22, 2021.

C. Tenant and Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Non-Disturbance, Attornment and Subordination 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) Tenant's right of possession to the Premises and Tenant's other rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the mortgage or the note which it secures. Further, Tenant shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the Lease.

(b) In the event Mortgagee 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 shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. Mortgagee covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the mortgage, or otherwise, shall be made subject to the Lease and the rights of Tenant under the Lease, and Tenant covenants and agrees to attorn to Mortgagee, or such person, as its new Landlord, and the Lease shall continue in full force and effect as a direct Lease between Tenant and Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall Mortgagee or such person be:

(i) liable for any act or omission of Landlord; or

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(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. The Lease shall be subject and subordinate to the lien of the mortgage and to all of its terms, conditions and provisions, to all advances made or to be made and to any renewals, extensions, modifications or replacements.

3. The above provisions shall 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 shall reasonably request in order to comply with these provisions.

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

5. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns. Tenant shall not be bound by this Agreement unless a fully executed copy of the document is received by Tenant within ninety (90) days of the date of Tenant's execution of this Agreement, and if no such date is set forth, then within ninety (90) days of the date of the notarization of Tenant's signature.

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

MORTGAGEE  
MARQUETTE BANK

TENANT  
BOSTON MARKET CORPORATION,  
a Delaware corporation

By Bill Hunsberger  
Its E.V.P. LENDING

By Meredith Bulley  
Its Vice President, General Counsel

ATTEST:  
By [Signature]  
Its V.P.

ATTEST:  
By [Signature]  
Its Paralegal

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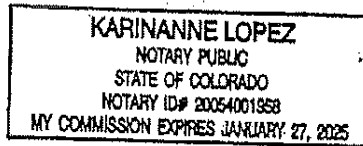
STATE OF COLORADO )  
 ) SS:  
COUNTY OF JEFFERSON )

I, KARINANNE LOPEZ, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Marie-Louise Bahlinger, Vice President, General Counsel of Boston Market Corporation, a Delaware corporation, who are personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, General Counsel appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Vice President, General Counsel and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22<sup>nd</sup> day of DEC, 2021.

Karinanne Lopez  
Notary Public

My commission expires: Jan 27, 2025



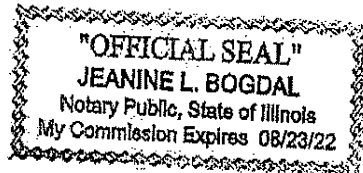
STATE OF Illinois )  
 ) SS:  
COUNTY OF Coole )

I, Jeanine Bogdal, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Bill Hinsberger, Executive Vice President of Macquett Bank, a(n) \_\_\_\_\_ corporation, who (is) personally known to me to be the person whose name (is) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she) signed, sealed and delivered the said instrument as (his)(her) free and voluntary act as such \_\_\_\_\_ and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21 day of Dec, 2021.

Jeanine L Bogdal  
Notary Public

My commission expires: 8/23/22



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## EXHIBIT A

### LEGAL DESCRIPTION

#### LEGAL DESCRIPTION OF THE OFFICE COMPLEX

Lot 6 and the East half of Lots 7, 8, 9 in Block 22 of Hyde Park, a subdivision of the East one-half of the Southeast Quarter and the East one-half of the Northeast Quarter of Section 11, and the North part of the Southwest tract Quarter of Section 12 and the Northeast Quarter of the Northeast Quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

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## EXHIBIT B

**Location:** 1428 East 53<sup>rd</sup> Street  
Chicago, IL 60615  
Boston Market Unit #0825

### Lease

**Date of Lease:** March 6, 1995

**Lessor:** Harris Bank of Naperville, as Trustee under Trust Agreement dated July 12, 1984, and known as Trust No. 4576

**Lessee:** BC Chicago, Inc.

**Amendments to and  
Assignments of Lease:**

Assignment and Assumption of Leases dated June 11, 1995 between BC Chicago, Inc., and BC Great Lakes, LLC

Addendum to Lease Agreement dated March 23, 1999 between Harris Bank of Naperville, as Trustee under Trust Agreement dated July 12, 1984 and known as Trust No. 4576 and BC Great Lakes, LLC.

Assignment of Lease dated May 26, 2000 between BC Great Lakes, LLC and Golden Restaurant Operations, Inc. n/k/a Boston Market Corporation

Amendment of Lease dated May 26, 2000 between Golden Restaurant Operations, Inc. n/k/a Boston Market Corporation and Harris Bank of Naperville, as Trustee under Trust Agreement dated July 12, 1984 and known as Trust No. 4576

Second Amendment to Lease dated September 2, 2004 between Harris Bank of Naperville, as Trustee under Trust Agreement dated July 12, 1984 and known as Trust No. 4576 and Boston Market Corporation

Assignment and Assumption Agreement dated May 31, 2006 between 53<sup>rd</sup> & Blackstone, LLC, Blackstone Venture, LLC and Sawyer Wrightwood Associates, LLC and 5228 S. Blackstone, LLC

Third Amendment to Lease dated January 28, 2010 between 5228 S. Blackstone, LLC and Boston Market Corporation