



Doc# 2234355011 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/09/2022 11:04 AM PG: 1 OF 8

After Recording, Return to:
Greer, Heitz & Adams, L.L.P.
Attn: _____
2525 South Shore Blvd, Suite 203
League City, Texas 77573

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is dated November 8, 2022 of between AMERICAN NATIONAL INSURANCE COMPANY, a Texas insurance company ("Lender"), whose address is Attn: Mortgage and Real Estate Investment Department, 2525 South Shore Blvd., Suite 207, League City, Texas 77573, and McDONALD'S CORPORATION ("Tenant") having offices at 110 N. Carpenter St., Chicago, IL 60607-2101, Attention: Director, U.S. Legal (L/C: 012-1576).

PRELIMINARY STATEMENTS

- A. Tenant has executed a Ground Lease dated April 7, 1995, as amended by that Agreement Amending Lease dated July 25, 1995, and Amendment to Lease dated August 13, 1997, (the "Lease"), with CR CICERO, LLC, successor in interest to DiMucci Development Corporation of Cicero ("Landlord") for the premises described in Exhibit A (the "Demised Premises").
- B. Lender intends to grant a mortgage, deed of trust, or deed to secure debt on the Demised Premises or a portion of the Demised Premises and covenants and represents that such mortgage, deed of trust, or deed to secure debt, security agreement and all other applicable loan documents, (individually and collectively, the "Mortgage") will be recorded with the Recording Authority. If the Mortgage is not fully executed and recorded with the Recording Authority, 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 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, 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 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 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. Lender covenants that any sale by Lender 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 Lender or such person be:
 - (i) liable for any act or omission of Landlord; or
 - (ii) bound by any payment of rent or additional sums 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.
 - (iii) liable for the return of any security deposit unless actually received by Lender;
 - (iv) subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower);
 - (v) bound by any agreement, amendment or modification of the Lease entered into after the Mortgage has been recorded, or any cancellation or termination of the Lease by any prior landlord (including Borrower), made without Lender's prior written consent, except to the extent such cancellation or termination is effectuated pursuant to terms of the Lease existing prior to the date the Mortgage is recorded;

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- (vi) liable for the completion of any construction on the Demised Premises or tenant improvements to the Demised Premises commenced, or agreed or represented to by any prior or succeeding landlord (including Borrower); or
- (vii) bound by any provision of the Lease restricting the use of other properties owned by Lender, as landlord; provided however that the foregoing will not apply to any unrelated third-party that acquires the Demised Premises from Lender.
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 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 Lender and to all advances made or to be made and to any renewals or extensions.
 4. Lender shall have the option, within a reasonable time, but not less than thirty(30) days following receipt by Lender of notice as provided in Section 2 above, to cure any such act, omission, breach, or default of Borrower described in such notice, including, if necessary, the commencement and prosecution of foreclosure proceedings, and Tenant agrees to accept the performance of Lender in lieu of the performance of Borrower and that the Lease shall thereby remain in full force and effect. Tenant shall not exercise any such right to terminate or claim eviction or any other rights or remedies available at law or in equity for default or breach of the Lease or act or omission by Borrower in connection with the Lease, unless and until Tenant has notified Lender as provided in this Section 4 hereof and until the time for Lender to commence and complete such cure has elapsed.
 5. In the event the Tenant becomes the owner of the Demised Premises or any portion thereof and provided the Mortgage has not been released, there shall be no merger of the leasehold interest and the fee interest and the Lease shall remain in existence and, without limiting the foregoing, Lender shall be permitted to collect rent thereunder if a breach or default occurs under the Mortgage or any indebtedness secured thereby or any assignment of leases and/or rents by and/or executed in connection with any of the preceding. Nothing in this Agreement shall be construed to permit a transfer of Tenant's interest not expressly permitted by the Lease.
 6. 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.

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7. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.
8. This Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS]**

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

Lender:
American National Insurance Company,
a Texas insurance company

Tenant:
McDonald's Corporation,
a Delaware corporation

By: 

By: 

Name: Scott F. Brast
SVP & Chief ML&RE

Name: Padraic Molloy

Title: Investment Officer

Title: Senior Counsel



Prepared by Padraic Molloy, Senior Counsel
McDonald's Corporation
110 N. Carpenter Street
Chicago, IL 60607

Cicero, Illinois
2827 S. Cicero
L/C 012-1576

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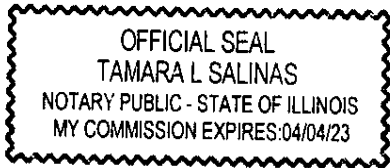
ACKNOWLEDGMENT – McDONALD'S

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Tamara L. Salinas, a Notary Public, in and for the county and state aforesaid, CERTIFY that Padraic Molloy, as Senior Counsel, 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 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 for the uses and purposes therein set forth..

Given under my hand and notarial seal, this 28th day of September, 2022.

Tamara L. Salinas My commission expires 4/4/2023
Notary Public



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ACKNOWLEDGMENT – Lender

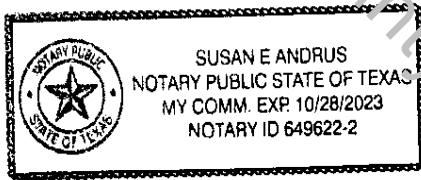
STATE OF TEXAS)
) ss
COUNTY OF GALVESTON)

I, Susan E. Andrus, a Notary Public, in and for the county and state aforesaid, CERTIFY that Scott F. Brast, as **SVP & Chief ML&RE Investment Officer**, of American National Insurance Company, a Texas insurance company, 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 therein set forth.

Given under my hand and notarial seal this 21st day of October, 2022.

Susan E. Andrus
Notary Public

My commission expires 10/28/2023



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EXHIBIT A
Legal Description of the Demised Premises
2827 S Cicero, Cicero, IL

PIN 16-27-300-012-0000

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 WITH THE EAST LINE OF CICERO AVENUE (SAID LINE BEING 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID EAST LINE OF CICERO AVENUE, A DISTANCE OF 31.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 31 MINUTES 34 SECONDS EAST, ALONG A LINE PRALLEL WITH SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 218.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, A DISTANCE OF 160.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 31 MINUTES 34 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 218.00 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE OF CICERO AVENUE, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 34,879 SQUARE FEET OR 0.801 ACRES, MORE OR LESS

EXCEPT FOR THE FOLLOWING:

(PART OF OUTLOT "B")

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 WITH THE EAST LINE OF CICERO AVENUE (SAID LINE BEING 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 27); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID EAST LINE OF CICERO AVENUE, A DISTANCE OF 31.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 33.75 FEET TO A POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 48.12 FEET TO A POINT; THENCE NORTH 89 DEGREES 31 MINUTES 34 SECONDS WEST, A DISTANCE OF 34.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 0.0132 ACRES, MORE OR LESS. (575 SQ. FT.)

ALSO, LESS 1,321.66 SQ. FT. PER RELEASE TO ILLINOIS DEPARTMENT OF TRANSPORTATION DATED APROXIMATELY 2/22/2000