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Prepared by, and after  
recording, return to:

Stamatia McGrath  
Brickyard Bank  
6676 N. Lincoln Avenue  
Lincolnwood, IL 60712

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SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMENMENT AGREEMENT

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is made effective as of May 23, 2023, between Brickyard Bank, its successors and assigns ("Lender"), and JUDITH MARTINEZ and OMAR GARCIA, personally, and individually and jointly and severally d/b/a "Chappies Café" ("Tenant").

### RECITALS:

A. Tenant and GW Regency Plaza LLC, an Illinois limited liability company ("Landlord"), by its predecessors in interest, entered into a Lease dated August 31, 2021 (the "Lease"), for the space ("Premises") described in the Lease and located within the property ("Property") described in Exhibit A attached hereto; and

B. Lender is or will be the holder of: (i) a Mortgage, Assignment of Leases and Rents, Security Agreement and UCC Fixture Filing (the "Mortgage") which does or will encumber the Property; and (ii) an Assignment of Leases and Rents (the "Assignment") which does or will encumber the Property (collectively the Mortgage, Assignment, and any documents executed and delivered in connection therewith are referred to herein as the "Loan Documents"); and

C. Each party hereto has requested the other party to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as set forth below.

1. Subordination. Tenant agrees that, notwithstanding anything contained in the Lease, and any extensions, renewals, replacements or modifications of the Lease, all of the right, title and interest of Tenant in and to the Premises, including, but not limited to, any rights of first refusal or options to purchase granted pursuant to the Lease, are and shall be at all times subject and subordinate to the Loan Documents and to all of the provisions contained therein, all optional or obligatory advances to be made thereunder, and to any renewals, modifications, supplements, replacements, consolidations, increases and extensions of the Loan Documents and the debt evidenced and secured by the Loan Documents.

2. Non-Disturbance. Lender agrees that, in the event of a foreclosure of the Mortgage, or other enforcement of the provisions of the Loan Documents, or the exercise by Lender of Lender's rights pursuant to the Loan Documents, or in the event Lender comes into possession or acquires title to the Property as a result of a foreclosure or threat thereof, a deed in lieu of foreclosure, or as a result of any other means, such action shall not, so long as: (a) the term of the Lease shall have commenced pursuant to the provisions thereof; (b) Tenant shall be in possession of the Premises demised under the Lease; (c) Tenant is not in default under the Lease beyond any applicable grace period stated in the Lease; and (d) the Lease is in full force and effect and Tenant continues to observe and perform all of Tenant's obligations pursuant to the Lease, terminate the Lease nor disturb Tenant's possession of the Premises nor shall Tenant be named or joined in any

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foreclosure or other proceeding to enforce Lender's rights pursuant to the Loan Documents unless such joinder is required by law in order to prosecute such foreclosure action or other proceeding.

Attornment. Tenant agrees that, if the interest of Landlord in the Premises shall be transferred to Lender or any other individual or entity by reason of foreclosure or other proceeding or any other manner, then Tenant shall attorn to Lender or any purchaser, grantee, or other successor, at any time, to Landlord's interest (collectively the Lender and such other purchaser, grantee or other successor are sometimes hereinafter the "Successor Landlord") and Tenant further agrees to be bound under all of the provisions, covenants and conditions of the Lease for the remaining term and any extensions or renewals thereof which may be effected in accordance with the Lease with the same force and effect as if the Successor Landlord were the Landlord under the Lease provided Tenant agrees that in no event shall Successor Landlord be: (a) obligated to complete any construction work required to be done by Landlord pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant; (b) liable for any accrued obligation of Landlord or for any act or omission of Landlord or breach of the Lease by Landlord, whether prior to or after the transfer of the Landlord's interest; (c) required to make any repairs to the Premises required as a result of fire or other casualty or by reason of condemnation unless Successor Landlord shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs; (d) required to make any capital improvements to the Premises which Landlord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the Premises; (e) subject to any offsets or counterclaims or similar claims which shall have accrued to Tenant whether prior to or after the transfer of Landlord's interest; (f) liable for damages and other relief attributable to any latent or patent defects in construction with respect to the Premises; (g) bound by any payment of rent or additional sums due pursuant to the Lease which may have been paid to Landlord for more than the current month; (h) liable for any security deposit not actually delivered to Successor Landlord; or (i) bound by any amendment, supplement or modification of any nature of the Lease or by any waiver or forbearance on the part of the Landlord made or given without Successor Landlord's prior written consent. Successor Landlord's liability under the Lease shall be limited to the extent of the interest of the Successor Landlord in the Property and in no event shall Successor Landlord be personally liable under the Lease. Tenant hereby agrees that the attornment set forth in this Section shall be self-operative without the execution of any further instruments, shall be effective immediately upon Successor Landlord's succeeding to the Landlord's interest in the Lease and Tenant agrees to provide written confirmation of the foregoing upon request of the Successor Landlord.

3. Consent of Lender. Tenant shall not, without obtaining the prior written consent of Lender: (a) enter into any agreement which terminates or cancels the Lease or amends, supplements or modifies the Lease; (b) prepay any of the rents, or other sums due under the Lease for more than thirty (30) days in advance of the due dates thereof; (c) voluntarily surrender the Premises or terminate the Lease without cause or shorten the term thereof; (d) assign the Lease or sublet the Premises or any part thereof; or (e) subordinate or permit subordination of the Lease to any lien other than the lien created by the Loan Documents. Tenant acknowledges and agrees that any such amendment, supplement, modification, termination, prepayment, voluntary surrender, assignment, subletting or subordination, without Lender's prior written consent, shall not be binding upon Lender.

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4. Notice of Default. Tenant will immediately furnish Lender with a copy of all notices given by Tenant to Landlord under the provisions of the Lease. Tenant agrees that no notice of cancellation of the Lease nor any reduction or abatement of base rent or additional rent shall be effective unless Lender has received the notice and has failed to cure (however, Lender shall not be obligated to cure any such default) the default within whichever period of time is longer: (a) sixty (60) days after receipt of such notice; or (b) such period of time following such notice as Landlord has pursuant to the terms of the Lease to cure the default which gives rise to such alleged right of cancellation, reduction or abatement.

5. Right of Entry. Tenant shall allow Lender and its representatives to enter the Property and perform inspections, including without limitation, an environmental assessment (including inspection and sampling) as Lender, in the exercise of its reasonable discretion and upon reasonable advance notice to Tenant, deems appropriate to assess the condition of the Property and compliance with the provisions of the Mortgage.

6. Delivery of Notice. Any notice or election to be given hereunder shall be in writing, addressed to the party at the address stated below that party's signature on this Agreement and shall be: (a) delivered in person to the receiving party by the other party, its agent or a professional courier service; (b) sent United States certified or registered mail, postage prepaid, return receipt requested; or (c) sent by electronic mail to the receiving party at the email address stated below the receiving party's signature on this Agreement. Any such notice or election shall be deemed effective upon the earlier of the actual receipt of the notice or election or: (i) if delivered in person, then when such notice or election is delivered to an individual at the receiving party's address who is apparently authorized to accept deliveries; (ii) if sent by United States certified or registered mail, then one day after such notice or election is deposited with the United States Postal Service; or (iii) if sent by email, then at the time sent provided that the sender has received confirmation of such transmission such notice or election.

7. Acknowledgment. Tenant acknowledges that the Landlord's interest under the Lease is to be assigned to Lender and that the Lender will in turn grant a license to Landlord to continue to collect the rents and all other sums due pursuant to the Lease and act as landlord under the Lease so long as Landlord is not in default under the Loan Documents. Tenant acknowledges and agrees that such assignment shall not constitute a default under the Lease nor in any way alter or affect Landlord's rights and obligations under the Lease. Tenant shall, upon receipt of notice from Lender stating that such license has been terminated in accordance with the Assignment or Mortgage, without the need for further verification or consent from Lender, Landlord or court order, make all further payments due under the Lease to Lender. To the extent that the Lease shall entitle the Tenant to notice of any encumbrance of similar interest granted by Landlord, this Agreement shall constitute such notice to Tenant with respect to any of the Loan Documents and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidation of the Loan Documents.

8. Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

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9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Illinois.

10. Further Assurances. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on part of either party hereto. However, Tenant agrees to execute and deliver to Lender or Successor Landlord such other instruments as Lender or Successor Landlord shall reasonably request in order to effectuate such agreement.

11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

12. Counterparts. This Agreement may be signed in two or more counterparts, each of which will be deemed an original but all of which together shall constitute and be construed as one in the same instrument.

13. Severability. If any provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, but each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative. All remedies of Lender provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided by law and by the Loan Documents.

15. Section Headings. The section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.

16. Capitalized terms. The Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Lease.

(Remainder of Page Intentionally Blank)

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

**TENANT:**

**Judith Martinez personally, and individually and jointly and severally d/b/a Chappies Café**

By: [Signature]  
Name: Judith Martinez  
Its: owner

Address:

**TENANT:**

**Omar Garcia, personally, and individually and jointly and severally d/b/a Chappies Café**

By: [Signature]  
Name: Omar Garcia  
Its: owner

Address:

**LENDER:**

**Brickyard Bank**

By: [Signature]  
Name: Kenneth Knoll  
Its: VP

Address:

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHERLY LINE OF EUCLID AVENUE AND EAST OF THE EASTERLY LINE OF QUENTIN ROAD AS SHOWN ON DOCUMENT NUMBER 23511292 AND AS DESCRIBED BY DOCUMENT NUMBER 22786900, NUMBER 22786902 AND NUMBER 22786905 AND LYING SOUTH OF THE SOUTH LINE OF PEREGRINE DRIVE AS SHOWN ON PLAT OF PLUM GROVE HILLS UNIT ONE, RECORDED AS DOCUMENT 23683794, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF QUENTIN ROAD AND THE SOUTH LINE OF PEREGRINE DRIVE, AS SHOWN ON THE PLAT OF SUBDIVISION OF AFORESAID PLUM GROVE HILLS UNIT ONE, THENCE EASTERLY AND NORTHEASTERLY ALONG THE AFORESAID SOUTH LINE OF PEREGRINE DRIVE FOR 585.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH WEST AND HAVING A RADIUS OF 1404.18 FEET; THENCE NORTHEASTERLY ALONG SAID CURVED LINE FOR 212.34 FEET; THENCE SOUTHEASTERLY ALONG A RADIAL TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT (SAID RADIAL LINE BEARING SOUTH 39 DEGREES 09 MINUTES 52 SECONDS EAST) FOR 322.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE FOR 140.00 FEET; THENCE SOUTH 18 DEGREES 31 MINUTES 24 SECONDS EAST FOR 330.00 FEET TO A BEND POINT IN THE AFORESAID NORTHERLY LINE OF EUCLID AVENUE; (SAID LAST DESCRIBED 330.00 FOOT LINE IS HEREINAFTER REFERRED TO AS LINE "A"); THENCE NORTH 05 DEGREES 28 MINUTES 51 SECONDS WEST 76.69 FEET, (SAID POINT BEING 16.00 FEET EASTERLY AS MEASURED PERPENDICULARLY TO SAID LINE "A"); THENCE NORTH 14 DEGREES 31 MINUTES 09 SECONDS WEST 100.24 FEET, (SAID POINT BEING 21.00 FEET EASTERLY AS MEASURED PERPENDICULARLY TO SAID LINE "A"); THENCE NORTH 18 DEGREES 31 MINUTES 24 SECONDS WEST ALONG A LINE PARALLEL WITH, AND 23.00 FEET EASTERLY (AS MEASURED PERPENDICULARLY TO SAID LINE "A") FOR 125.00 FEET; THENCE NORTH 42 DEGREES 41 MINUTES 13 SECONDS WEST 176.52 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTHERLY LINE OF EUCLID AVENUE AND EAST OF THE EASTERLY LINE OF QUENTIN ROAD AS SHOWN ON DOCUMENT NUMBER 23511292 AND AS DESCRIBED BY DOCUMENT NUMBERS 22786900, 22786902 AND 22786905 AND LYING SOUTH OF THE SOUTH LINE OF PEREGRINE DRIVE AS SHOWN ON PLAT OF PLUM GROVE HILLS UNIT ONE, RECORDED AS DOCUMENT NUMBER 23683794, INCLUDING THAT PART OF VACATED QUENTIN ROAD LYING NORTH OF THE NORTHERLY LINE OF EUCLID AVENUE AS SHOWN ON PLAT OF VACATION RECORDED AS DOCUMENT NUMBER 25401562 AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF QUENTIN ROAD AND SOUTH LINE OF PEREGRINE DRIVE; THENCE EASTERLY AND NORTHEASTERLY ALONG THE AFORESAID SOUTH LINE OF PEREGRINE DRIVE OF 585.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH WEST AND HAVING A RADIUS OF 1404.18 FEET; THENCE NORTHEASTERLY ALONG SAID CURVED LINE FOR 212.34 FEET TO THE PLACE OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT FOR 462.87 FEET; THENCE SOUTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 20 DEGREES 38 MINUTES 28 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT FOR 330 FEET TO A BEND POINT IN THE AFORESAID NORTHERLY LINE OF EUCLID AVENUE, ALL IN COOK COUNTY, ILLINOIS.

Address: 716 W Euclid Ave, Palatine, IL 60067

PLN: 02-27-301-006-0000 6