87519009

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 SEP 23 PM 2:32

87519009

PROPERTY ADDRESS:
33 West Kinzie
Chicago, Illinois

27 West Kinzie
Chicago, Illinois

PERMANENT REAL ESTATE TAX INDEX NUMBER:
17-09-410-001, 17-09-410-002, 17-09-410-003
142 3 4

$19.00

PREPARED BY:
FREEMAN & COHEN
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602

H21 m.

RETURN TO: BOX 333-HV
FREEMAN & COHEN
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602

GIL 87-03 8/13/87 8/14/87 8/31/87 22/25

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT made this 1st day of September, 1987, by, between and among KINZIE RESTAURANT LIMITED PARTNERSHIP, an Illinois limited partnership, ("Tenant"), DEARBORN-KINZIE PARTNERS, an Illinois Limited Partnership, ("Landlord") and ENTERPRISE SAVINGS BANK, F.A., a federally chartered savings association ("Mortgagee").

87519009

W I T N E S S E T H:

WHEREAS, Landlord is the owner and holder of fee simple title in and to certain real property (the "Premises") situated in Cook County, Illinois, legally described in Exhibit "A" attached hereto and by this reference made a part thereof; and

WHEREAS, Landlord, as Lessor, and Tenant, as Lessee, have entered into a Restaurant Lease ("Lease") dated August 31, 1987 demising the Premises (the "Leased Premises"); and

WHEREAS, Landlord has made, executed and delivered to Mortgagee one certain Promissory Note (the "Note") dated September 1, 1987 in the principal

71-21-593 D2 E#120 4413 Zanacki

amount of one million one hundred thousand dollars ($1,100,000.00) secured by a Mortgage (the "Mortgage") of the Premises of even date with the Note, which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois ("Office") as Document No. 87487099 prior to the recording of this Agreement; and

WHEREAS, the Note is additionally secured by an Assignment of Rents and Leases (the "Assignment"), recorded in the aforesaid Office prior to the recording of this Agreement, wherein the Lease was assigned by Landlord to Mortgagee; and

WHEREAS, Mortgagee is at the date hereof the owner and holder of the Note secured by the Mortgage and Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord and Mortgagee, intending to be legally bound hereby, covenant and agree as follows:

1. Tenant hereby acknowledges receipt of a copy of the Assignment and agrees that it will be bound by the terms and provisions thereof.

2. Provided Tenant is not in default in the payment of rent, taxes, utility charges or other sums payable by Tenant under the terms of the Lease or under any other provision of the Lease, and provided that Kinzie Restaurant Limited Partnership, an Illinois limited partnership, is then in possession of the entire Leased Premises not having assigned the Lease or sublet all or any portion of the Leased Premises; or an assignee approved by Mortgagee

(a) The right of possession of Tenant to the Leased Premises and Tenant's rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Note, the Mortgage, or

the Assignment; and

(b) Any sale of the Leased Premises, pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to the Lease and the rights of Tenant thereunder; Tenant will attorn to Mortgagee or any purchaser at such sale; and the Lease shall continue in accordance with its terms between Tenant and Mortgagee or such purchaser.

3. Mortgagee shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges and remedies of the lessor under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Mortgagee were named therein as the lessor. Mortgagee shall not, by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Mortgagee shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Mortgagee has obtained title to the Leased Premises.

4. Tenant will not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment, and Mortgagee shall not be bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance or by any amendment or modification of the Lease, made without the written consent of Mortgagee.

5. After notice is given by Mortgagee, pursuant to the Assignment, that the rentals under the Lease should be paid to Mortgagee, Tenant will pay to Mortgagee, or in accordance with the directions of Mortgagee, all rentals and other moneys due to become due to the Lessor under the Lease.

6. The Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all

advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

7. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Landlord's beneficiaries and Mortgagee, and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

KINZIE RESTAURANT LIMITED PARTNERSHIP, an Illinois limited partnership

By: SA, Inc.
By: [signature]
Its: PRES

Dearborn-Kinzie Partners, an Illinois limited partnership

By: Dearborn-Kinzie Associates, an Illinois limited partnership, its general partner

By: R.J. Levin Realty Services, Inc., an Illinois corporation, a general partner

By: [signature]
its: PRESIDENT

By: SA, Inc., a Nevada corporation, a general partner

By: [signature]
its: PRES

ENTERPRISE SAVINGS BANK, F.A., a federally chartered savings association

By: [signature]
Its: Vice President

ATTEST:
By: [signature]
Its: ASST

87519009

EXHIBIT A

LEGAL DESCRIPTION

87519009

PARCEL 1:

LOTS 1, 2, 3 AND 4 IN SUBDIVISION IN THE NORTH WEST CORNER OF BLOCK 1 OF ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1884 AS DOCUMENT 562032 IN BOOK 19, PAGE 31, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 6 AND EAST 7 FEET OF LOT 5 IN THE SUBDIVISION OF THE WEST 150 FEET OF THAT PART OF BLOCK 1 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING 90 FEET SOUTH OF THE NORTH WEST 1/4; THENCE NORTH TO THE NORTH WEST CORNER OF BLOCK 1; THENCE EAST TO A POINT 30 FEET WEST OF THE WEST LINE OF LOT 1 IN BLOCK 1 IN KINZIE'S ADDITION TO CHICAGO, THENCE SOUTH 97 10/12 FEET; THENCE WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

87519009

87519009

STATE OF)
) SS.
COUNTY OF)

I, Eva Melendez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Roger Levin, president of R.J. Levin Realty Services, Inc., which is a general partner of Dearborn Kinzie Associates,

personally known to me to be the general partners of Dearborn Kinzie Partners, an Illinois limited partnership, whose name~~s~~ ~~are~~ is subscribed to the within instrument, appeared before me this day in person and ~~severally~~ acknowledged that as such president ~~partners~~ ~~they~~ he signed and delivered the said Instrument of writing as general partner of the general partners of said partnership and executed same as ~~their~~ his free and voluntary act and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of September A.D. 1987.

Eva Melendez
Notary Public

"OFFICIAL SEAL"
EVA MELENDEZ
Notary Public, State of Illinois
Cook County, Illinois
My Commission Expires Feb. 10, 1990

My Commission Expires:

February 10, 1990

87519009

87519009

STATE OF)
) SS.
COUNTY OF)

I, Eva Melendez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard Cohler, president of SA, Inc., which is a general partner of Dearborn Kinzie Associates,

personally known to me to be the general partner~~s~~ of Dearborn Kinzie Partners, an Illinois limited partnership, whose name~~s~~ ~~are~~ is subscribed to the within instrument, appeared before me this day in person and ~~severally~~ acknowledged that as such president ~~partners~~ ~~they~~ he signed and delivered the said Instrument of writing as the general partner of the general partner~~s~~ of said partnership and executed same as ~~their~~ his free and voluntary act and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of September A.D. 1987.

Eva Melendez
Notary Public

"OFFICIAL SEAL"
EVA MELENDEZ
Notary Public, State of Illinois
Cook County, Illinois
My Commission Expires Feb. 10, 1990

My Commission Expires:

February 10, 1990

87519009

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Anne C. Traylor, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that George C. Eierdam, personally known to me to be the Vice President of ENTERPRISE SAVINGS BANK, F.A., a federally chartered savings and loan association of the State of Illinois and Carol Battelli, personally known to me to be the Asst Secretary of said federally chartered savings and loan association, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst Secretary, they signed and delivered the said Instrument of writing as Vice President and Asst Secretary of said federally chartered savings and loan association and caused the seal of said federally chartered savings and loan association to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said federally chartered savings and loan association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of Sept. A.D. 1987.

Anne C. Traylor
Notary Public

My Commission Expires:
6/8/88

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Michael J. Czopek, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard Cohler, President of S.A., Inc., which is a general partner of Kinzie Restaurant Limited Partnership, an Illinois limited partnership personally known to me to be the general partner of Kinzie Restaurant Limited Partnership an Illinois limited partnership, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such president he signed and delivered the said Instrument of writing as general partner of said partnership and executed same as his free and voluntary act and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of September A.D. 1987.

Notary Public

My Commission Expires:

April 14, 1988

87519009