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1st 11/88 (Red Letter)

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

By and Between:

CHEMICAL BANK,

as Mortgagee

and

GENERAL MILLS RESTAURANTS, INC.,

as Tenant

Dated: as of the 29th day of MARCH, 1991

Location: Lincolnwood Towne Center
Lincolnwood, Illinois

PREPARED BY:
RECORD AND RETURN TO:

Battle & Fowler
280 Park Avenue
New York, New York 10017

Attention: Dean A. Stiffle, Esq.

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7200
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BOX 333

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(Lease)

THIS AGREEMENT made as of the _____ day _____, 19____, between CHEMICAL BANK, a New York banking corporation, having an office at The Real Estate Division, 277 Park Avenue, New York, New York 10167 hereinafter referred to as "Mortgagee"), and General Mills Restaurants, Inc., a Florida corporation, having an office at 6770 Lake Ellenor Drive, Orlando, Florida 32809 (hereinafter referred to as "Tenant");

W I T N E S S E T H:

WHEREAS Mortgagee is the present owner and holder of the mortgages described in EXHIBIT A attached hereto (hereinafter collectively referred to as the "Mortgage") covering certain premises described in EXHIBIT B attached hereto (hereinafter referred to as the "Premises") and of the notes, bonds or other obligations described in Exhibit A attached hereto and secured thereby (hereinafter collectively referred to as the "Note");

WHEREAS Tenant is the holder of a leasehold estate in a portion of the Premises under and pursuant to the provisions of a certain lease, as amended, more particularly described in EXHIBIT C attached hereto (hereinafter referred to as the "Lease"); and

WHEREAS Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Mortgagee has agreed to grant non-disturbance rights to Tenant under the Lease on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant hereby covenant and agree as follows:

1. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to the lien thereof, and to all renewals, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. Mortgagee agrees that if any action or proceeding is commenced by Mortgagee for the foreclosure of the Mortgage or the sale of the Premises, Tenant shall not be named as a party therein,

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and the sale of the Premises in any such action or proceeding and the exercise by Mortgagee of any of its other rights under the Note or the Mortgage shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights: (i) the term of the Lease shall have commenced pursuant to the provisions thereof; (ii) Tenant shall be in possession of the premises demised under the Lease; (iii) the Lease shall be in full force and effect; and (iv) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed.

3. Tenant agrees that if Mortgagee shall become the owner of the Premises by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Mortgagee and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event Tenant agrees to attorn to Mortgagee and Mortgagee agrees to accept such attornment, provided, however, that the provisions of the Mortgage shall govern with respect to the disposition of any casualty insurance proceeds or condemnation awards and Mortgagee shall not be: (i) obligated to complete any construction work required to be done by Landlord (as hereinafter defined) pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant; (ii) liable for any accrued obligation of Landlord, or for any act or omission of Landlord, whether prior to or after such foreclosure or sale; (iii) required to make any repairs to the Premises or to the premises demised under the Lease required as a result of fire, or other casualty or by reason of condemnation unless Mortgagee 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; (iv) required to make any capital improvements to the Premises or to the premises demised under the Lease which Landlord may have agreed to make, but had not completed, under the Lease 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 demised under the Lease; or (v) subject to any offsets or counterclaims which shall have accrued to Tenant against Landlord prior to the date upon which Mortgagee shall become the owner of the Premises.

4. Tenant shall not, without obtaining the prior written consent of Mortgagee: (i) enter into any agreement amending, modifying or terminating the Lease; (ii) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof; (iii) voluntarily surrender the premises demised under the Lease or terminate the Lease without cause or shorten the term thereof; or

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(iv) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease. Any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Mortgagee's prior consent, shall not be binding upon Mortgagee.

5. Tenant hereby represents and warrants to Mortgagee that as of the date hereof: (i) Tenant is the owner and holder of the tenant's interest under the Lease; (ii) the Lease has not been modified or amended other than as described in Exhibit "C"; (iii) the Lease has been fully executed and shall commence pursuant to Section 2.2 of the Lease as amended; (iv) the premises demised under the Lease have*been completed ~~and Tenant has taken possession of the same on a rent-paying basis~~; (v) neither Tenant nor Landlord is in default under any of the terms, covenants or provisions of the Lease and Tenant to the best of its knowledge knows of no event which but for the passage of time or the giving of notice or both would constitute an event of default by Tenant or Landlord under the Lease; (vi) neither Tenant nor Landlord has commenced any action or given or received any notice for the purpose of terminating the Lease; (vii) all rents, additional rents and other sums due and payable under the Lease have been paid in full and no rents, additional rents or other sums payable under the Lease have been paid for more than one (1) month in advance of the due dates thereof; and (viii) other than the \$140,000.00 credit against Percentage Rent pursuant to Section 3.4 of the Lease, there are no offsets or defenses to the payment of the rents, additional rents, or other sums payable under the Lease.

6. Tenant shall notify Mortgagee of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease or abate the rents, additional rents or other sums payable thereunder, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Mortgagee shall have received notice of the default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and to thereafter diligently pursue any action necessary to cure such default.

7. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt

*not

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requested, and shall be deemed given when postmarked and addressed as follows:

If to Mortgagee:

Chemical Bank
277 Park Avenue
New York New York ~~10022~~ 10172
Attn: The Real Estate Division
AND West Branch, MD 21286

If to Tenant:

General Mills Restaurants, Inc.
5770 Lake Ellenor Drive
Orlando, Florida
Attention: Legal Department

Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective.

8. This Agreement shall be binding upon and inure to the benefit of Mortgagee and Tenant and their respective successors and assigns.

9. The term "Mortgagee" as used herein shall include the successors and assigns of Mortgagee and any person, party or entity which shall become the owner of the Premises by reason of a foreclosure of the Mortgage or the acceptance of a deed of assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease. The term "Premises" as used herein shall mean the Premises, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.

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

11. This Agreement shall be governed by and construed

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Commission Expires December 31, 1997
Quinted in New York County
No. 31-1833101
Notary Public, State of New York
EYVEN KORN

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STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Halterman, to me personally known as the Senior Vice President, of GENERAL MILLS RESTAURANTS, INC., who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

WITNESS my hand and notarial seal this 31st day of March, 1991.

Notary Public in and for ORANGE
County, State of FLORIDA
My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires June 14, 1992

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EXHIBIT A

1. The Mortgages:

(a) Mortgage dated September 21, 1988, in the principal sum of \$5,750,000.00, given by Chemical Bank, a New York banking corporation, to Lincolnwood Associates, an Illinois general partnership, covering the fee title for the estate of Lincolnwood Associates in the Premises ("Initial Mortgage").

(b) Mortgage dated September 26, 1988, in the principal sum of \$71,750,000.00, given by Chemical Bank, a New York banking corporation, to Lincolnwood Associates, an Illinois general partnership, covering the fee title for the estate of Lincolnwood Associates in the Premises.

(c) Amendment to Mortgage dated August 9, 1989, increasing the principal sum of the Initial Mortgage by \$6,700,000.00, given by Chemical Bank, a New York banking corporation, to Lincolnwood Associates, an Illinois general partnership.

2. The Notes:

(a) Mortgage Note dated September 21, 1988, in the principal sum of \$5,750,000.00, to Chemical Bank, a New York banking corporation from Lincolnwood Associates, an Illinois general partnership ("Initial Mortgage Note").

(b) Mortgage Note dated September 21, 1988, in the principal sum of \$71,750,000.00, to Chemical Bank, a New York banking corporation from Lincolnwood Associates, an Illinois general partnership.

(c) Amendment of Mortgage Note dated August 9, 1989, increasing the principal sum of the Initial Mortgage Note by \$6,700,000.00, to Chemical Bank, a New York banking corporation, from Lincolnwood Associates, an Illinois general partnership.

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EXHIBIT B

Lot 5 in Lincolnwood Town Center Subdivision, being a part of the North Half of Section 35, Township 41 North, Range 13 East of the Third Principle Meridian, in Cook County, Illinois.

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EXHIBIT C

That certain Lease, dated January 8, 1990, by and between Lincolnwood Associates, an Illinois general partnership, as "Landlord", and General Mills Restaurants, Inc., a Florida corporation, as "Tenant", as amended by that Amendment to Lease, dated October 23, 1990, and as further amended by that certain Second Amendment to Lease, dated January 15, 1991, pursuant to which Tenant leased from Landlord that certain parcel of real estate designated as lot LL/85C, located in the Lincolnwood Town Center shopping center, Lincolnwood, Illinois, upon which Tenant shall operate a restaurant initially doing business as a "Red Lobster" restaurant.

THAT PART OF LOT 8 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 8, THENCE NORTH 88 DEGREES, 20 MINUTES, 30 SECONDS EAST, 238 FEET ALONG THE NORTH LINE OF LOT 8; THENCE SOUTH 01 DEGREES, 39 MINUTES, 30 SECONDS EAST, 127.89 FEET; THENCE SOUTH 44 DEGREES, 03 MINUTES, 39 SECONDS WEST, 176.40 FEET TO THE SOUTHWEST LINE OF LOT 8; THENCE NORTH 45 DEGREES, 56 MINUTES, 21 SECONDS WEST, 160 FEET ALONG LAST SAID LINE TO THE WEST LINE OF LOT 8; THENCE NORTH 01 DEGREES, 39 MINUTES, 21 SECONDS WEST, 136.50 FEET ALONG LAST SAID LINE TO THE PLACE OF BEGINNING, ALL IN LINCOLNWOOD TOWN CENTER RESUBDIVISION, BEING LINCOLNWOOD TOWN CENTER SUBDIVISION (EXCEPTING THEREFROM LOT 9) OF PART OF THE NORTH 1/2 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

3301 W. TOLSON LINCOLNWOOD
10-35-204-014-0000