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7523769 D1 (M. G. G. G. G.) (all)

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, made this 19<sup>th</sup> day of August, 1994, by and between Portillo's Hot Dogs, Inc. an Illinois corporation whose principal business address is 1415 W. 22nd Street, Suite 1250, Oak Brook, Illinois, 60521, hereinafter referred to as "Tenant", and Parkway Bank & Trust Company, hereinafter referred to as "Mortgagee".

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**RECITALS**

WHEREAS, by Lease dated <sup>August 1</sup> ~~July~~ \_\_\_\_\_, 1994, hereinafter referred to as the "Lease", Jefferson State Bank, not personally but as Trustee u/t/a dated 12/4/93 a/k/a Trust No. 1899, "Landlord", leased to Tenant certain land, hereinafter referred to as the "Premises", together with all appurtenances and rights granted with respect thereto, commonly known as 100 West Ontario Street, Chicago, Illinois, and legally described on Exhibit "A" attached hereto and made a part hereof, Premises being more particularly described in such Lease, for an original term of twenty (20) lease years with two (2) ten (10) year options;

WHEREAS, Mortgagee is the holder of a Mortgage, hereinafter referred to as the "Mortgage", which Mortgage constitutes a first mortgage lien against the Premises; and

WHEREAS, the parties have agreed to the continuation of such Lease in the event of a default under the Mortgage.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid in hand by each of the parties hereto to the other, receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the mutual covenants herein made, the parties agree as follows:

1. The Lease is hereby declared to be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon.

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2. Mortgagee agrees with Tenant that, so long as no default exists under the Lease (or if Tenant is in default, the time to cure such default shall not have expired), the Lease shall not be terminated, nor shall Tenant's use, possession or enjoyment of the Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage or in case the Mortgagee takes possession of the mortgaged property pursuant to any provisions of the Mortgage.
3. Tenant agrees that if the interest of Landlord in the Premises shall be transferred by reason of foreclosure, Tenant shall be bound to the purchaser at the foreclosure sale, hereinafter referred to as the "Purchaser", and Purchaser, including Mortgagee if it be the Purchaser, shall be bound to Tenant under all the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be affected in accordance with any option therefore in the Lease, with the same force and effect as if Purchaser were the Landlord under the Lease, and Tenant does hereby attorn to Purchaser, including Mortgagee if it be the purchaser, as its Landlord. The respective rights and obligations of Tenant and purchaser upon such attornment, to the extent of the remaining balance of the term of the Lease, and any extensions and renewals, shall be and are the same as set forth in the Lease, including subsequent amendments thereof.
4. Tenant agrees that in the event of a default by the Landlord under any of the terms and conditions of the Lease, Tenant, at the same time notice thereof is given to Landlord, will notify Mortgagee at the address above indicated. It is further agreed that such notice will be given to any successor in interest of the Mortgagee in such mortgage, provided that prior to any such default of the Landlord such successor in interest shall have given written notice to the Tenant of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed. Mortgagee, or its successor, shall have the right, but not the obligation, to remedy such default during the same period of time as may be provided in the Lease for Landlord to remedy such default.
5. Tenant agrees that it will not, without Mortgagee's prior written consent, pay any basic rent more than thirty (30) days in advance of its due date, except as otherwise specifically provided in the Lease.

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The agreements herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto and, without limiting such, the agreement of the Mortgagee shall specifically be binding upon any purchaser of such property at a sale foreclosing such mortgage.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as of the day and date first above written.

MORTGAGEE

TENANT

PARKWAY BANK & TRUST COMPANY

PORTILLO'S HOT DOGS, INC.

By: [Signature]

By: [Signature]

Its: VICE  
President

Its: President

Attest: [Signature]

Its: ASST. VICE PRESIDENT

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS )
) SS
COUNTY OF )

I, Tammy L. Chrisman, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Richard J. Portillo, personally known to me to be the President of Portillo's Hot Dogs, Inc., whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as President of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of August, 1994.



Tammy L. Chrisman
Notary Public

My Commission Expires:

December 10, 1997

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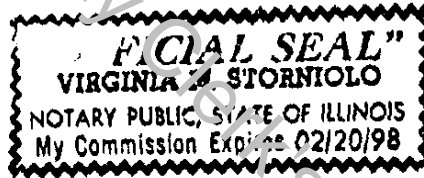
ACKNOWLEDGEMENTS

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF )

I, The Undersigned a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lea Baldassano VICE President and MICHAEL FELSMAN ASEY V.P. of Parkway Bank & Trust Company, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of November 1994.

Virginia M. Stornio  
Notary Public



My Commission Expires:

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EXHIBIT A

**LEGAL DESCRIPTION**

Lots 1, 2 and 3 in Block 22 in Wolcott's addition to Chicago also Lot 5 in A. J. McBeans Subdivision of Lots 14 and 15 and 16 in Block 22 in Wolcott's addition to Chicago, all in North part of the East 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.'s: 17-09-225-014  
17-09-225-023

Property Address: 100 W. Ontario, Chicago, IL

This document prepared and after recording return to:

Roxanne Gardner, as agent for  
7420 Quincy  
Willowbrook, Illinois 60521

Property of Cook County Clerk's Office

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**BOX 333-CTI**