

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the 17th day of January, 1995, between Harris Bank Palatine, N.A. (the "Lender") and Uno of Schaumburg, Inc. (the "Tenant").

WHEREAS, Lender is either the Beneficiary of a Deed of Trust or the Mortgagee of a Mortgage (the "Encumbrance") affecting Real Property described on Schedule 'A', attached hereto and incorporated herein by reference (the "Real Property"); and

WHEREAS, Tenant is the holder of a leasehold estate and/or easement rights appurtenant thereto affecting all or a portion of the Real Property pursuant to the Lease described on Schedule B (the "Lease") (the "Tenant's Interest"); and

WHEREAS, Lender and Tenant agrees that Tenant's Interest is or shall become subordinate to the Encumbrance subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein below, and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Tenant agrees that Tenant's Interest is and shall be subordinate to the Encumbrance and the Encumbrance shall be deemed superior to Tenant's Interest.

2. The subordination of Tenant's Interest will in no way alter, diminish or modify Tenant's rights or interest in the Real Property or under the Lease.

3. Provided Tenant is not in default under the terms of the Lease, then:
a. Tenant's right of possession or use of the Real Property shall not be affected or disturbed by Lender in the exercise of any of Lender's rights under the Encumbrance

b. In the event the Lender or any other person acquires title to the Real Property pursuant to the exercise of any rights or remedies provided for in the Encumbrance, Lender agrees that Tenant's Interest and the Lease shall not be terminated or affected, and Lender agrees to recognize Tenant's interest and Tenant's right to peaceful possession of the Real Property as specifically set out in the Lease.

c. (i) In the event that Lender or any other person acquires title to the Real Property pursuant to the exercise of any rights or remedies provided for in the Encumbrance, Tenant agrees to attorn to Lender or such other person as to their

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Interest in the Real Property, and Lender or such other person agrees to be bound by the terms and conditions of the Lease. However, in no event shall the Lender or such person be:

(a) liable for any act or omission of the Landlord unless such act or omission continues after Lender or such person acquires title to the Real Property;

(b) subject to any offsets or defenses which Tenant might have against the Landlord unless (1) reason for such offsets or defenses continues after Lender or such person acquires title to the Real Property or (2) Tenant has obtained a judgment against the Landlord and Tenant is able to offset the amount of such judgment against the payment of Rent under the Lease; and

(c) bound by any prepayment of rent or deposit, rental, security or any other sums deposited with the Landlord under the Lease unless actually received by the Lender;

(II) Tenant further agrees that no act, or failure to act, on the part of Landlord which would otherwise entitle Tenant to be relieved of its obligations under the Lease, result in a release or termination of Tenant's obligations unless Tenant shall have first given written notice of Landlord's act, or failure to act, on the part of Landlord, which could or would give basis to the rights of Tenant, and the Lender shall have the same time period applicable to Landlord, running simultaneously with Landlord's cure period, to correct any such default; but nothing herein contained shall be deemed or construed to impose any obligation on the part of Lender to correct or cure any such condition.

(III) Tenant further agrees the Lender's liability under the Lease shall be limited to (a) Lender's equity in the Real Property, (b) the proceeds of sale received upon execution of Tenant's judgment and levy thereof against the right, title, and interest of Lender in the Real Property, (c) the rents, issues, profits or other income from said Real Property receivable by Lender, (d) the consideration received by Lender from the sale or other disposition of all or any part of Lender's right, title, or interest in the Real Property, and (e) any condemnation awards or insurance proceeds relating to the foregoing.

d. The Encumbrance shall not cover or be construed as subjecting in any manner to the lien thereof, any trade fixtures, equipment, signs or other personal property at any time furnished or installed by or for Tenant or its sublessees or licensees on the Real Property.

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4. Lender hereby consents to the Lease and to any improvements, alterations, or renovations of the Real Property which are performed by Tenant.

5. This agreement shall be recorded and shall run with the Real Property and inure to the benefit of and be binding upon the parties hereto and their respective successors in interest.

6. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of any part hereto.

To signify their agreement to the provisions of the instrument, Lender and Tenant have caused this agreement to be executed by their duly authorized officers.

Witness/Attest:

John J. Callahan
[Signature]

Harris Bank Palatine, N.A.

By [Signature]
Mary Ann Flynn
Its Senior Vice President

Orville Rich
John D. Coughlin

Uno of Schaumburg, Inc.

By [Signature]
Craig S. Miller
Its President

Prepared by and to
be mailed to:
Thomas P. Riordan
Riordan, Larson, Bruckert & Moore
208 S. LaSalle St.
Suite 650
Chicago, IL 60604

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State of Massachusetts
County of Suffolk, ss,

January 16, 1995

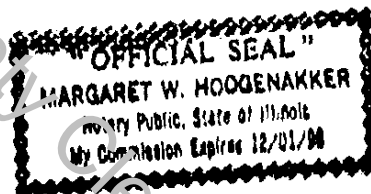
The above named Craig S. Miller personally known to me as the President of Uno of Schaumburg, Inc., personally appeared before me this 16 day of JANUARY, 1995 and acknowledged his execution as the free act and deed of such corporation.

Ray Klein
Notary Public
My Commission Expires: June 9, 2000

State of Illinois
County of Cook

The above named Mary Ann Flynn personally known to me as the Sr. Vice President of Harris Bank Palatine, N.A., personally appeared before me this 17th day of January, 1995 and acknowledged his execution as the free act and deed of such corporation.

Margaret W. Hodgenakker
Notary Public
My Commission Expires:



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SCHEDULE B

The Lease

December 29, 1994 *EA*

The parties refer to the Lease dated ~~October 26, 1994~~ between Woodfield Restaurant Court, LLC., as Landlord and Uno of Schaumburg, Inc., as Tenant for a portion of the Real Property described on Schedule A (the "Lease"). A copy of the Lease is on file at Tenant's office. A Memorandum of Lease relating to the Lease has been or will be recorded contemporaneously with this agreement.

PIN # 07-13-100-002

*Address SE corner of 20th & Madison
Roads, Schaumburg, IL*

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