

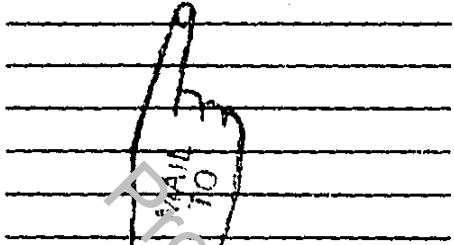
# UNOFFICIAL COPY

RECORDING REQUESTED BY,  
AND  
WHEN RECORDED RETURN TO:

96970033

Mid-City National Bk  
7222 W. Cermak Rd.  
No. Riverside, IL  
60546

DEPT-01 RECORDING \$29.50  
T90011 TRAN 4825 12/26/96 04:40:00  
#6770 # KF #-96-970033  
COOK COUNTY RECORDER



Above Space for Recorder's Use Only.

## NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (the "agreement") is made and entered into this the 17th day of December 1996, by and between, Bravo Restaurants, Inc. d/b/a Edwardo's, Assignee of Voravit Chinosorn, Assignee of Ringo's Barbeque Restaurant, Inc. ("Tenant") and

Mid-City National Bank of Chicago ("Lender") and

Roger D. Rudich and Marc S. Simon as Trustee under the Roger D. Rudich Trust ("Landlord").  
Agreement Dated October 31, 1988, as **RECITALS**  
Successors to Lawndale Trust & Savings Bank, Trust No. 6640.

WHEREAS, Landlord executed a Lease dated as of 12/22/78, in favor of Tenant, covering a certain Demised Premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A" (said parcel of real estate and the Demised Premises being sometimes collectively referred to herein as the "Property"); and

WHEREAS, Landlord has executed a Deed of Trust (the "Mortgage") dated 12-18-96 and recorded on \_\_\_\_\_ as Document \_\_\_\_\_ of the County Records of Cook County, State of Illinois in favor of Lender, payable upon the terms and conditions described therein; and

WHEREAS, It is a condition to said loan that said Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to this Lease and to the leasehold estate created thereby; and

Whereas, the parties hereto desire to assure Tenant's possession and control of the Property under this Lease upon the terms and conditions therein contained;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto to hereby agree as follows:

00338269 394

TICOR TITLE INSURANCE

2950  
13

96970033

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/17/11 11:11

# UNOFFICIAL COPY

## AGREEMENT

1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.

2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under trustee's sale, this Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and Tenant, upon, and subject to, all of the terms, covenants and conditions of this Lease for the balance of the term thereof remaining, including any extensions therein provided. Tenant does hereby agree to attorn to Lender or to any such owner, as its landlord, and Lender hereby agrees that it will accept such attornment.

3. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord), except that Lender agrees to cure any default of Landlord that is continuing as of the date Lender forecloses the Property within thirty (30) days from the date Tenant delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Lender diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenants shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; (c) bound by any Rent that Tenant may have paid under the lease more than one month in advance; (d) bound by any amendment or modification of the lease hereafter made without Lender's prior written consent; (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.

4. If lender sends written notice to Tenant to direct its Rent payments under the Lease to lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instructions and deliver Rent payments to Lender, however, Landlord and Lender agree that Tenant shall be credited under the Lease for any Rent payments sent to Lender pursuant to such written notice.

5. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

TENANTS:	205 W. Wacker Drive, Suite 1400, Chicago, Illinois 60606
WITH A COPY TO:	
LANDLORD:	205 W. Wacker Drive, Suite 615, Chicago, Illinois 60606
LENDER:	1 E. Wacker Drive, Chicago, Illinois 60601

All notice delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. Mail.

36970033

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

6. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of this Lease.

7. This Non-Disturbance Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

8. Should any action or proceeding be commenced to enforce any of the provisions of this Non-Disturbance Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorney's fees.

9. Tenant shall not be joined as a party defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disturbance Agreement to be executed as of the day and year first above written.

LENDER	Mid-City National Bank of Chicago
By:	
Name:	
Title:	

TENANT:	Bravo, Restaurants, Inc.
By:	<i>[Signature]</i>
Name:	<i>Jeffrey H. [unclear]</i>
Title:	<i>Pres.</i>

LANDLORD: Marc S. Simon as Trustee Under the  
Roger D. Rudich Trust Agreement Dated  
October 31, 1968  
BY: *Marc S. Simon*

NAME: Marc S. Simon, not Individually, Solely as  
Trustee, no personal liability  
TITLE: Lessor/Trustee

LANDLORD:	Roger D. Rudich
By:	<i>[Signature]</i>
Name:	Roger D. Rudich
Title:	Lessor

96970033

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## Acknowledgment of Lender

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1996, by of \_\_\_\_\_ a \_\_\_\_\_ on behalf of the \_\_\_\_\_ He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

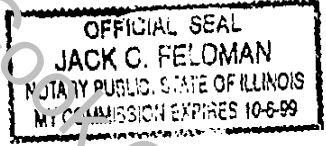
Notary Public  
Commission expires \_\_\_\_\_

## Acknowledgment By Tenant

STATE OF Ill  
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 17th day of Dec 1996 by Tobias H. Hainel President of Branford a corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Jack C. Feloman  
Notary Public  
Commission expires 10/6/1999

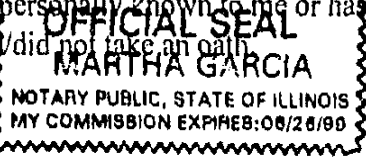


## Acknowledgment of Landlord

STATE OF ILLINOIS  
COUNTRY OF COOK

The foregoing instrument was acknowledged before me this 18 day of December 1996 by Marie S. Simon one Roger D. Kubich He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Martha Garcia  
Notary Public  
Commission expires 6/20/99



96970033

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

TICOR TITLE INSURANCE COMPANY

Commitment No.: OC338269

SCHEDULE A - CONTINUED

## EXHIBIT A - LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN THE SUBDIVISION OF LOTS 5, 6 AND 7 IN SPOHRER'S SUBDIVISION OF LOT 30 IN ECKHORN'S ADDITION TO CHICAGO IN NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2. END OF SCHEDULE A

PTN: 17-04-223-030

Property Address: 1210-14 N. Dearborn St.  
Chicago, IL 60610

66970033

UNOFFICIAL COPY

Property of Cook County Clerk's Office