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SUBORDINATION, NON-DISTURBANCE AND ATTORNNMENT AGREEMENT

THIS AGREEMENT made this 31st day of July, 1997, among COLUMN FINANCIAL, INC., a Delaware corporation, its successors and assigns (hereinafter referred to as "Lender"), JUST B'CLAWS, INC., an Illinois Corporation (hereinafter referred to as "Tenant"), and 420 North Wabash, L.L.C., an Illinois limited liability company, as successor in interest (hereinafter referred to as "Landlord").

STATEMENT OF BACKGROUND:

's predecessor in interest

Landlord and Tenant have entered into a certain lease (hereinafter referred to as the "Lease") dated April 22, 1994, amended _____, relating to the premises (hereinafter referred to as the "Premises") which described in, or are a part of, the property described in Exhibit "A" attached hereto and by this reference made a part hereof. Lender has made or has committed to make a loan to Landlord, or to Landlord's successor in interest, in the approximate principal amount of \$4,700,000 secured by a mortgage or security deed (hereinafter referred to as the "Mortgage") and an assignment of leases and rents from Landlord to Lender covering certain property described therein (the "Property") including the Premises. Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease;

STATEMENT OF AGREEMENT:

For and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, ~~options~~, liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder.

2. Lender does hereby agree with Tenant that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease, (a) the Lease shall continue in full force and effect as a direct Lease between the succeeding owner of the Property and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and Lender will not disturb the possession of Tenant, and (b) the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, that Lender shall not be subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord) nor shall Lender be liable for any act or omission of any prior landlord (including Landlord), nor shall Lender be bound by any rent or additional rent which Tenant might have paid for more than the current month or any security deposit or other prepaid charge paid to any prior landlord (including Landlord) nor shall it be bound by any amendment or modification of the Lease made without its written consent. Nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable Law in order for Lender to avail itself of and complete the foreclosure or other remedy, so long as any such action does not diminish or otherwise affect the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement or the Lease.

3. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions

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per 3300
per 30.00
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of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender an appropriate agreement of attornment to Lender and any subsequent titleholder of the Premises.

4. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for said loan, and Tenant hereby expressly consents to such assignment. Tenant agrees to notify Lender of any default(s) by Landlord under the Lease; Lender shall have the same right to cure such default(s) as is provided to Landlord under the Lease. *that Tenant seeks to enforce

5. Lender shall have no obligation or incur any liability with respect to the construction or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy. Lender shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, including, any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession. In the event that Lender shall acquire title to the Premises (or the Property), Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Premises, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Premises for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease or under any new lease of the Premises.

** Property

6. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

7. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

8. Lender shall not, either by virtue of the Mortgage, the Assignment of Leases or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the interest of Landlord in the Premises, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liability or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement.

9. Any and all notices, elections, approvals, consent, demands, requests and responses thereto ("Communications") permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been properly given and shall be effective upon the earlier of receipt thereof or deposit thereof in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth hereinbelow or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective with respect to Communications sent prior to the time of receipt thereof. Any notice, if given to Lender, must be addressed as follows, subject to change as provided hereinabove:

Column Financial, Inc.
3414 Peachtree Road, N.E.
Suite 1140
Atlanta, Georgia 30328-1113

and, if given to Tenant, must be addressed as follows, subject to change as provided hereinabove:

Just B'Claws, Inc.
c/o Lettuce Entertain You Enterprises, Inc.
5419 North Sheridan Road
Chicago, Illinois 60640

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and, if given to Landlord, must be addressed as follows, subject to change as provided hereinabove:

420 North Wabash, L.L.C.
c/o Friedman Properties, Ltd., Managing Agent
500 North Dearborn Street - Suite 200
Chicago, IL 60610

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease. The term "Lender" refers to Lender and to any successor-in-interest of Lender under the Mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Unofficial Witness

LENDER:

COLUMN FINANCIAL, INC.
a Delaware corporation

By: _____
Name: Timothy Meyer
Title: Vice President

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Unofficial Witness

TENANT:

JUST B'CLAWS, INC.,
an Illinois Corporation
a _____

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Unofficial Witness

LANDLORD:

420 North Wabash, L.L.C.
an Illinois limited liability company

By: _____
Name: Albert M. Friedman
Title: Manager

(CORPORATE SEAL)

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STATE OF Illinois

SS:

COUNTY OF Cook

BEFORE ME, a Notary Public in and for said County and State, personally appeared John Luxa
Timothy Meyer, Vice President of Column Financial, a Delaware
corporation, LENDER in the foregoing, and (s)he acknowledged that (s)he did sign said Agreement for
and on behalf of said corporation, as the voluntary act and deed of said corporation
for all the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal
on this 6th day of Aug, 1997.

Jane E Price

Notary Public

Commission Expiration Date: 6/19/99

STATE OF ILLINOIS

SS:

COUNTY OF COOK



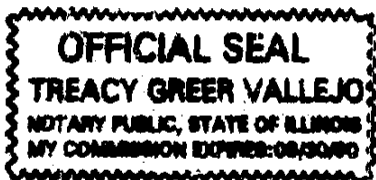
BEFORE ME, a Notary Public in and for said County and State, personally appeared JAY
STREYER, ABST. SELV. of JUST R'CLAWS INC, a(n) Illinois
Corporation, TENANT in the foregoing, and (s)he acknowledged that (s)he did sign said
Agreement for and on behalf of said Corporation, as the voluntary act and deed
of said Corporation, for all the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal
on this 29th day of JULY, 1997.

Treacy Greer Vallejo

Notary Public

Commission Expiration Date: 9/30/2000



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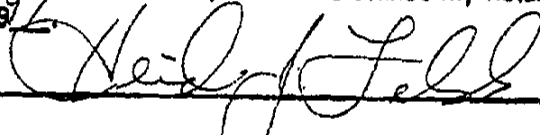
STATE OF ILLINOIS

COUNTY OF COOK

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Albert M. Friedman, Manager of 420 North Wabash, L.L.C., a(n) Illinois limited liability company LANDLORD in the foregoing, and (s)he acknowledged that (s)he did sign said Agreement for and on behalf of said company, as the voluntary act and deed of said company, for all the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this 31st day of July, 1997



Notary Public



Commission Expiration Date: 1-12-2001

DEPT-01 RECORDING \$33.00
T#0012 TRAN 6318 08/14/97 12:03:00
#4609 + CG #-97-594880
COOK COUNTY RECORDER
DEPT-10 PENALTY \$30.00

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ANNEX ONE

Legal Description

Street Address: 420 North Wabash, Chicago, Illinois 60611

Permanent Tax Identification Number: 17-10-131-003-0000

PARCEL "A":

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY MARVIN SCHLANGER, AS TRUSTEE UNDER THE LAURA SCHLANGER TRUST II; MARVIN SCHLANGER, AS TRUSTEE UNDER KEITH SCHLANGER TRUST II; MARVIN SCHLANGER, AS TRUSTEE UNDER JULIA SCHLANGER TRUST II; SHIRLEE DOLGIN, AS TRUSTEE UNDER ROBERT DOLGIN TRUST III; SHIRLEE DOLGIN, AS TRUSTEE UNDER DAVID DOLGIN TRUST II; AND SHIRLEE DOLGIN, AS TRUSTEE UNDER KENNETH DOLGIN TRUST III, LESSORS, AND AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 10, 1981 AND KNOWN AS TRUST NUMBER 52305, LESSEE, UNDER A LEASE DATED JULY 1, 1981, WHICH LEASE DEMISES THE LAND (EXCEPT THE BUILDINGS AND IMPROVEMENTS NOW LOCATED ON THE LAND) FOR A TERM OF YEARS BEGINNING JULY 1, 1981 AND ENDING DECEMBER 31, 2041, A MEMORANDUM OF WHICH LEASE WAS RECORDED JULY 21, 1981 AS DOCUMENT 25943924, AND ASSIGNMENT OF LEASE TO CAROL MEYER, RECORDED JULY 21, 1981 AS DOCUMENT 25943925, FURTHER ASSIGNED TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 6, 1981 AND KNOWN AS TRUST NUMBER 103651 BY ASSIGNMENT OF LEASE RECORDED JULY 21, 1981 AS DOCUMENT 25943926, FURTHER ASSIGNED TO JEAN L. HOMEYER BY ASSIGNMENT OF LEASE RECORDED MARCH 7, 1983 AS DOCUMENT 26527531, AND FURTHER ASSIGNED TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 21, 1983 AND KNOWN AS TRUST NUMBER 56922, BY ASSIGNMENT OF LEASE RECORDED MARCH 7, 1983 AS DOCUMENT 26527532, AND FURTHER ASSIGNED TO 420 N. WABASH LIMITED PARTNERSHIP BY ASSIGNMENT OF LEASE RECORDED OCTOBER 16, 1992 AS DOCUMENT 92772727, AND FURTHER ASSIGNED TO 420 NORTH WABASH L.L.C. BY ASSIGNMENT OF LEASE RECORDED _____, 1997 AS DOCUMENT _____.

PARCEL "B":

THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS FOR A TERM OF 60 YEARS UNTIL DECEMBER 31, 2041, OR UNTIL THAT CERTAIN LEASE REFERRED TO IN PARCEL "A" IS TERMINATED, WHICHEVER IS SOONER, WHICH ESTATE IS CREATED AND LIMITED BY DEEDS DATED MARCH 27, 1981 AND RECORDED MARCH 27, 1981 AS DOCUMENT 25820551 AND DOCUMENT 25820552, AND CORRECTED BY DEEDS DATED MAY 22, 1981 AND RECORDED MAY 26, 1981 AS DOCUMENT NUMBERS 25882307 AND 25881401, AND CORRECTED BY DEEDS DATED JULY 1, 1981 AND RECORDED JULY 21, 1981 AS DOCUMENT NUMBERS 25943919 AND 25943918, NOW LOCATED ON THE LAND DESCRIBED AS FOLLOWS:

DA972090476 LOTS 1, 2 AND 3 IN BLOCK 4 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ANNEX ONE, Legal Description - Solo Page

Document prepared by, and Mail to:
Winstead Sechrest + Minick
c/o Dodd Crutcher
5400 Renaissance Tower
1201 Elm St.
Dallas, TX 75270-2199

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