

UNOFFICIAL COPY

SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

97648981

CITIBANK
Corporate Office
500 West Madison
Chicago, Illinois 60661
Telephone (1 312 627-3900)

25-
022-
m

THIS AGREEMENT made and entered into this

30

day of

JUNE

, 1997

by and between Goodi's Gyros, Inc.

("Tenant") and Citibank, F.S.B. having its principal place of business at 500 West Madison, Chicago, Illinois 60661, ("Lender").

A. Tenant entered into a ^{sublease} ~~Lease~~ Dated November 15, 1996 (the "Lease") with Amalgamated Bank of Chicago Trust No. 5347 (the "Landlord") for certain space known as ~~XXXX~~ 9645 N. Milwaukee, Niles, comprised of approximately square feet (the "Leased Premises") situated on real estate legally described in Exhibit A attached hereto and made a part hereof, and commonly known as

annual rental of \$ 37,500

and for a term of

terminating (the "Real Estate") at an ~~for~~ Oct 31, 2017

B. Lender, as a condition to making a \$ 975,000.00 mortgage loan (the "Loan") secured by a trustee mortgage (the "Mortgage") and an assignment of rents ("Assignment of Rents") encumbering the Real Estate, has requested the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties and to induce Lender to make the Loan upon the Real Estate, the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage and the Assignment of Rents insofar as it affects the Real Estate of which the Leased Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon. Any interest of the Tenant in an option to purchase all, or any part, of the Leased Premises contained in the Lease is specifically subordinate to the Mortgage and the Assignment of Rents and such option shall not be binding upon the Lender, its successors and assigns.

2. In the event it should become necessary to foreclose the Mortgage, the Lender will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease or the Tenant is not a necessary party to the proceedings.

3. In the event that the Lender shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Lender agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Lender and to the purchaser at any foreclosure sale, of the Real Estate, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of either of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of the Lender or of any holder(s) of any of the indebtedness or other obligations secured by the Mortgage or Assignment of Rents or any such purchaser, any instrument or certificate which, in the sole judgement of Lender or of such holder(s) or such purchaser, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

4. If Lender shall succeed to the interest of Landlord under the Lease in any manner, or if any purchaser acquires the Real Estate upon any foreclosure of the Mortgage or any trustee's sale under the Mortgage, Lender or such purchaser, as the case may be, in the event of attornment shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if Lender or such purchaser had not succeeded to the interest of Landlord. The Tenant shall have the same remedies against the Lender for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Lender had not succeeded to the interest of the Landlord; provided, however, that the Lender shall not be;

- liable for an act or omission of, or contractual liability of, any prior landlord (including the Landlord); or
- subject to any offset or defenses which the Tenant might have against any prior landlord (including the Landlord); or
- bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
- bound by any amendment or modification of the lease made without Lender's consent.

5. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed nor any rights of Landlord to terminate which are independent of Tenant's default.

6. Tenant shall send Lender copies of all notices given to Landlord under the Lease, at the same time such notice is given to Landlord.

7. Any notice or communication required or permitted hereunder shall be given in writing, sent by United State mail, postage prepaid, registered or certified mail, addressed as follows:

To Mortgagee:

Citibank, F.S.B.
500 West Madison
Chicago, Illinois 60661
Attention: Real Estate Group
Loan No: _____

DEPT-01 RECORDING \$25.00
T#0012 TRAN 6554 09/04/97 11:16:00
#4153 : CG # - 97 - 648981
COOK COUNTY RECORDER
DEPT-10 PENALTY \$22.00

To Tenant:

GOODI'S GYRO'S, INC
9645 N. MILWAUKEE
NILES, IL

or to such other address or in care of such other person as hereafter shall be designated in writing by the applicable party and shall be deemed to have been given as of the date of receipt.

8. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns, and any purchaser or purchasers at a foreclosure sale with respect to the Real Estate, and their respective heirs, personal representatives, successors and assigns.

9. As of the date of the attornment referred to herein, the following provision shall be deemed inserted in the Lease, retroactively effective as of the commencement of the term of the Lease, and shall prevail in the event of any conflicts with other provisions of the Lease:

"Tenant covenants and agrees not to suffer, permit, introduce or maintain in, on or about any portion of the Leased Premises, any asbestos, polychlorinated biphenyls, or any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such (including petroleum products if they are defined, determined or identified as such) in

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

any Federal, State or local law, rules or regulations (whether now existing or hereafter enacted or promulgated) or any judicial or administrative interpretation of any thereof, including any judicial or administrative orders of judgments."

10. If the Lease provides that Tenant is entitled to expansion space, Lender shall have no obligation, or any liability for failure, to provide such expansion space if prior landlord, by reason of lease(s) entered into with other tenants of Real Estate, had precluded the availability of such expansion space.

11. Lender may assign this Agreement or any of its right hereunder. The Tenant waives notice of any assignment of this Agreement and hereby will accord full recognition of an assignment and agrees that all rights shall be enforceable against Tenant by such assignee with the same force and effect and to the same extent as the same would have been enforceable against Tenant by Lender.

IN WITNESS WHEREOF, the parties hereto have executed these presents the date and year first above written.

TENANT: GODDIS CYROS, INC.

LENDER:

CITIBANK, F.S.B.

By: JOHN THANANIKOS

By: JAMES DAVIS

Its: Pres

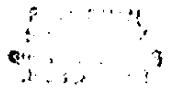
Its: JAMES DAVIS

VICE President
Real Estate Group
Citibank, F.S.B.

This Instrument Prepared by:
Citibank, Federal Savings Bank
500 West Madison
Chicago, Illinois 60661

97648981

UNOFFICIAL COPY



Property of Cook County Clerk's Office

UNOFFICIAL COPY

~~CHARGE~~ 2:

THAT PART OF LOT 4 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4, 575.0 FEET NORTHWESTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO SAID SOUTHWESTERLY LINE OF SAID LOT 4, 80.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE 25.0 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE, 29.414 FEET TO THE POINT OF INTERSECTION WITH A LINE 553.0 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4; THENCE EAST ALONG SAID LINE 553.0 FEET SOUTH OF AND PARALLEL, 151.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 60.70 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES 07 MINUTES 30 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED LINE, 261.79 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED LINE 122.0 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 175.0 FEET OF SAID LOT 4 (AS MEASURED PERPENDICULARLY TO THE NORTH LINE OF SAID LOT 4) SAID POINT BEING 285.12 FEET EAST OF THE CENTER LINE OF GREENWOOD AVENUE (AS MEASURED ALONG THE SOUTH LINE OF THE NORTH 175.0 FEET AFORESAID); THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 175.0 FEET AFORESAID, 233.21 FEET TO THE EASTERLY LINE OF GREENWOOD AVENUE AS PER DOCUMENT 11200347; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID GREENWOOD AVENUE, 65.71 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AFORESAID; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, 190.37 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 213.47 FEET TO THE PLACE OF BEGINNING, IN OWNERS SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 11 AND PART OF LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SAID SECTION 11 AND ALL OF LOTS 2, 3 AND 4 IN ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION AND THE SOUTH 6.13 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION: EAST OF THE CENTER LINE OF MILWAUKEE AVENUE, ALL IN COOK COUNTY, ILLINOIS;

97648981

09-11-302-027
028-

Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office