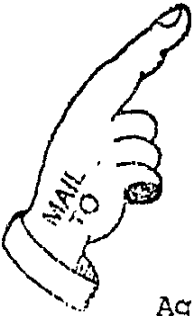
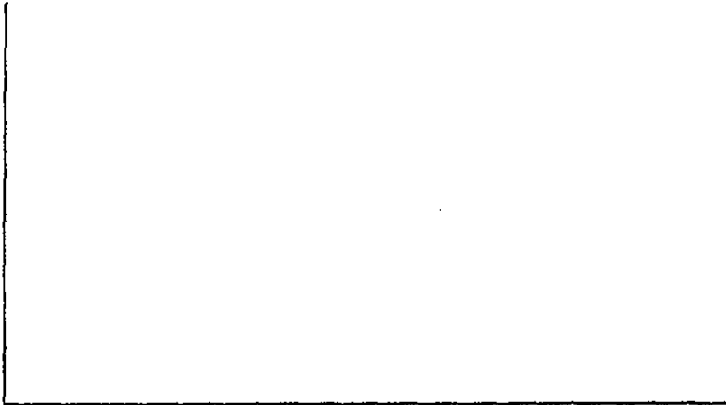


Prepared by:
Allen C. Wesolowski
Martin & Karcazes, Ltd.
30 N. LaSalle Street
Chicago, IL 60602

Mail to:
North Community Bank
3639 N. Broadway
Chicago, IL 60613



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT OF LEASE

WHEREAS, LASALLE NATIONAL BANK as Trustee under Trust Agreement dated June 16, 1998 and known as Trust No. 121841 and 868 NORTH FRANKLIN, L.L.C., an Illinois limited liability company, (hereinafter called "Borrower") seeks to borrow \$825,000.00 from NORTH COMMUNITY BANK (hereinafter called "Lender") and Lender is willing to lend said sum;

WHEREAS, in order to induce Lender to make said loan, Borrower wishes to secure this loan with a mortgage in favor of the Lender upon the real estate commonly known as 862-863 N. Franklin, Chicago, Illinois (hereinafter called the "Property") and legally described on Exhibit A attached hereto and made a part hereof.

1ST AMERICAN TITLE order # CC127136
\$55 me

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WHEREAS, MK-I, L.L.C., an Illinois limited liability company, (hereinafter called "Tenant") holds a leasehold interest upon the Property, by virtue of a lease dated June 29, 1998 between Tenant and LASALLE NATIONAL BANK as Trustee under Trust Agreement dated June 16, 1998 and known as Trust No. 121841 (hereinafter called "Lease").

WHEREAS Lender requires Tenant to subordinate its leasehold interest in the Property and personalty by virtue of the Lease in favor of the Lender's mortgage dated August 13, 1998 which secures a note in the amount of \$825,000.00;

WHEREAS Tenant is willing to subordinate its leasehold interest in the Property, provided Lender is willing not to disturb Tenant's rights of possession and use of the Property, upon and subject to the conditions and limitations herein contained;

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Tenant acknowledges that its leasehold interest in the Property shall be subordinate to the mortgage interest of Lender given to secure a note and any other obligations secured thereby, present or future, which mortgage interest is evidenced by a Mortgage dated August 13, 1998.

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2. Tenant further acknowledges that its leasehold interest shall remain subordinate to the mortgage interest of the Lender as long as the note, or any other sums advanced by lender and secured by Lender's mortgage remain unpaid.

3. Tenant shall not prepay rent to Borrower without the written consent of Lender, other than pursuant to Article XXII of the Lease.

4. In the event Lender shall foreclose its mortgage upon the Property and title shall be transferred to Lender, its successors or assigns, Lender, its successors or assigns, shall not be liable to Tenant for any security deposit paid under the terms of the Lease, unless the security deposit is transferred to Lender by Borrower.

5. Lender agrees that in the event of foreclosure of Lender's mortgage, or other enforcement of the terms and conditions of Lender's mortgage, or in the event Lender comes into possession or acquires title to the Property as a result of foreclosure or the threat thereof, or as a result of any other means, such action shall not result in either a termination of the Lease or a diminution or impairment of any of the rights granted to Tenant in the Lease or in an increase in any of Tenant's obligations under the Lease, so long as Tenant is not in default of the Lease beyond

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any applicable cure periods, if any, and continues to observe and perform all of Tenant's obligations under the Lease.

6. Tenant agrees with Lender that if the interest of the landlord in the Property shall be transferred to Lender by reason of foreclosure or other proceedings, or by any other manner;, or in the event of a foreclosure sale of the Property to any other person, firm, or corporation, then in any of said events, Tenant shall be bound to Lender or such purchaser, grantee or other successor to landlord's interest (''Successor Landlord'') under all of the terms, covenants and conditions of the Lease, subject to the conditions and limitations therein contained, for the balance of the term remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Successor Landlord were the landlord under the Lease, provided the Successor Landlord shall be deemed to have assumed all of the terms, covenants and conditions of the Lease on the landlord's part to be kept, performed and observed subject to the conditions and limitations herein and therein contained. Tenant does hereby agree to attorn to the Successor Landlord.

7. Tenant agrees that a Successor Landlord shall not be:
(a) liable for any act or omission of any prior landlord

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under the Lease or for failure to complete construction;

(b) bound by any Base Rent or Additional Rent which Tenant may have paid more than one month in advance to any prior landlord (other than pursuant to Article XXII of the Lease) except for Base Rent or Additional Rent actually received by Successor Landlord;

(c) obligated to perform any work in the Property or any part thereof, other than such work which is required to be performed by the landlord under the Lease; or

(d) be personally liable in any respect under the Lease.

8. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

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9. This Agreement shall be construed according to the laws of the State of Illinois.

10. This Agreement may be signed in counterpart.

IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the 13th day of August, 1998.

MK-I, L.L.C., Tenant

By: [Signature]
Manager of One Fish, two Fish,
L.L.C., Managing Member
LASALLE NATIONAL BANK as Trustee
under Trust Agreement dated June 16,
1998 and known as Trust No. 121841,
Landlord and its personal

Attest:

[Signature]
Its Secretary

By: [Signature]
Its Vice President

NORTH COMMUNITY BANK, Lender

By: [Signature]
Its VICE-President

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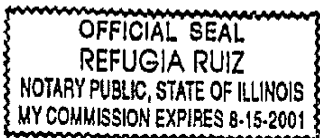
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Manager of
One Fish, Two Fish
L.L.C., the

I, Refugia Ruiz, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the Managing Member of MK-I, L.L.C. and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth, and that the said instrument was signed and delivered in the name and in behalf of said corporation, as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 12th day of August, 1998.



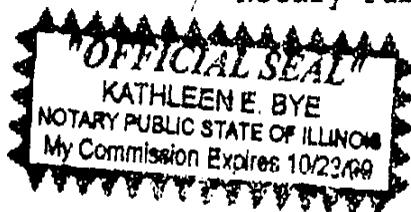
Refugia Ruiz
Notary Public

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that _____ and _____, of LASALLE NATIONAL BANK, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth

Given under my hand and notarial seal this 13th day of August, 1998.

Kathleen E. Bye
Notary Public



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98776171

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Ronald L. Ludwig and _____, of NORTH COMMUNITY BANK, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and _____ Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of August, 1998.

Catherine S. Giltner
Notary Public



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11/11/11

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EXHIBIT A

98776171

LEGAL DESCRIPTION

LOTS 18, 19, 20, 21 AND 22 IN BLOCK 27 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-04-437-014-0000; 17-04-437-015-0000
17-04-437-016-0000; 17-04-437-017-0000

Common Address: 862-868 N. Franklin, Chicago, Illinois.

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3/17/2017 10:42

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