

UNOFFICIAL COPY

00487543



00487543

3771/0019 09 006 Page 1 of 8
2000-06-30 12:01:50
Cook County Recorder 35.50

Prepared by:
Hirschler, Fleischer, Weinberg, Cox & Allen
P. O. Box 500
Richmond, VA 23218-0500



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE

NON-DISTURBANCE, ATTORNMENT AND
SUBORDINATION AGREEMENT

THIS NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT (this "Agreement") is made as of June 29, 2000, among FIRST NATIONAL BANK, a Illinois Corporation ("Lender"); AMF BOWLING CENTERS, INC., a Virginia corporation ("Tenant"); and CLASSIC LANES OF SOUTH CHICAGO HEIGHTS, INC., an Illinois corporation ("Landlord").

RECITALS

Landlord and Tenant entered into a Lease, dated June __, 2000 (the "Lease"), for the premises described therein and known as "Classic Lanes" in South Chicago Heights, Illinois (the "Leased Premises"). On October 9, 1988, Landlord entered into a Mortgage for the benefit of Lender (the "Mortgage") to convey the property described therein, which is located at 3201 East End Avenue, South Chicago Heights, Illinois 60411, and includes the Leased Premises, to secure payment of the indebtedness described in the Mortgage.

AGREEMENT

NOW, THEREFORE, Lender, Tenant and Landlord hereby agree as follows:

1. Non-Disturbance. So long as no monetary default or material non-monetary default exists under the Lease, (i) Lender shall not terminate the Lease and shall not interfere with the lessee's use, possession or enjoyment of the Leased Premises and (ii) no exercise of the power of sale contained in the Mortgage, deed in lieu of foreclosure or similar conveyance or foreclosure or any action or proceeding instituted under or in connection with the Mortgage, including the taking of possession of the Leased Premises, shall affect in any manner the leasehold estate granted by the Lease, unless the lessor under the Lease would have such right if the Mortgage had not been made. Tenant agrees that the person or entity acquiring the interest of the lessor under the Lease as a result of any such action or proceeding or

8/8 MW

the exercise of a power of sale or a deed in lieu of foreclosure or similar conveyance under or in connection with the Mortgage and the successors and assigns thereof ("Purchaser") shall not be liable for any act or omission of any prior lessor under the Lease (including Landlord), shall not be subject to any offsets or defenses which the lessee under the Lease might have against any prior lessor under the Lease (including Landlord) or bound by any amendment or modification of the Lease made after this date without Lender's prior written consent.

2. Attornment. If the interests of the lessor under the Lease shall be transferred by reason of the exercise of the power of sale contained in the Mortgage or by a deed in lieu of foreclosure or similar conveyance, Tenant shall be bound to Purchaser under the terms, covenants and conditions of the Lease for the balance of the term and any extensions or renewals with the same force and effect as if Purchaser were the lessor under the Lease. Tenant, as lessee under the Lease, hereby attorns to Purchaser (including Lender if it becomes Purchaser) as its lessor under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of the lessor under the Lease.

3. Subordination. Tenant hereby subordinates all of its right, title and interest as lessee under the Lease to the right, title and interest of Lender under the Mortgage and agrees that the Lease is and shall continue to be subject and subordinate to the Mortgage and to any increases, renewals, modifications, extensions, replacements and/or consolidations of the Mortgage, to the full extent of amounts secured thereby and interest thereon.

4. Notice of Default by Lessor. Tenant as lessee under the Lease agrees to give Lender written notice, specifying the manner in which the lessor under the Lease has failed to perform any obligations of the lessor under the Lease, simultaneously with the giving of notice of the default to the lessor under the Lease. Lender shall have the right, but not the obligation, within thirty (30) days after receipt by Lender of the notice (or within such additional time as is permitted under the Lease) to correct or remedy, or cause to be corrected or remedied, the default before the lessee may take any action by reason of the default. Landlord as lessor under the Lease agrees to give Lender written notice specifying the manner in which the lessee under the Lease has failed to perform any obligation of the lessee under the Lease, simultaneously with the giving of notice of the default to lessee under the Lease.

5. Notices. All notices ("Notices") shall be in writing and shall be addressed to the parties at the respective addresses set forth below. Notices shall be validly given when hand delivered or sent by a courier service guaranteeing same day or overnight delivery. By giving fifteen (15) days notice to the other parties, a party may specify any other address in the United States as its address and any other person to receive copies of Notices:

Landlord: Classic Lanes of South Chicago Heights, Inc.
3201 East End Avenue
South Chicago Heights, IL 60411
Attention: DAVID MITCHEL TRGG

Tenant: AMF Bowling Centers, Inc.
8100 AMF Drive
Mechanicsville, VA 23111
Attention: Vice President Real Estate

Lender: First National Bank
20900 South Western Avenue
P.O. Box 125
Olympia Fields, IL 60461
Attention: WILLIAM GRACE

6. No Further Subordination. Landlord and Tenant agree that there shall be no further subordination of the interest of lessee under the Lease to any other lender without first obtaining the prior written consent of Lender.

7. Amendments. All amendments to this Agreement shall be effective only if such is in writing and signed by all parties to this Agreement.

8. As to Landlord and Tenant. Landlord and Tenant agree that nothing contained or anything done pursuant to the provisions hereof shall modify the Lease.

9. As to Landlord and Lender. Landlord and Lender agree that nothing contained or anything done pursuant to the provisions hereof shall modify the Mortgage.

10. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

11. Provisions Binding. This Agreement shall be binding on and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of Lender, Tenant and Landlord.

IN WITNESS WHEREOF, the parties have signed this Agreement pursuant to due authority, as of the date first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO APPEAR ON FOLLOWING PAGES.]

LANDLORD:

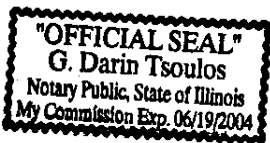
CLASSIC LANES OF SOUTH CHICAGO HEIGHTS, INC., an Illinois corporation

By: [Signature] Name: Dave Mitchell Title: President

STATE OF ILLINOIS)) SS) COUNTY OF COOK)

I, G. DARIN TSoulos, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that DAVE MITCHELL REG., personally known to me and known by me to be the PRESIDENT of CLASSIC LANES OF SOUTH CHICAGO HEIGHTS, INC., an Illinois corporation, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of such Trust for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of June, 2000.



[Signature] Notary Public

Commission Expires: 6/19/2004

EXHIBIT A

P.I.N.'S: 32-33-101-028 AND 32-33-101-029

PARCEL ONE:

THAT PART OF LOT 13 IN CIRCUIT COURT PARTITION OF THE NORTHEAST ¼ OF SECTION 32 AND THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT 13 WITH THE EASTERLY RIGHT OF WAY LINE OF HERETOFORE DEDICATED EAST END AVENUE; THENCE EASTERLY ON THE NORTHERLY LINE OF SAID LOT 13, SAID LINE HAVING A BEARING (ASSUMED) OF NORTH 84 DEGREES 20 MINUTES 40 SECONDS EAST FOR THE PURPOSES OF THIS DESCRIPTION, A DISTANCE OF 310 FEET TO A POINT; THENCE SOUTH 00 DEGREES 25 MINUTES 40 SECONDS EAST 273.45 FEET TO A POINT; THENCE WESTERLY ON A STRAIGHT LINE, SAID LINE WHICH IS THE SOUTHERLY FACE OF AN EXISTING ONE STORY BRICK AND BLOCK BUILDING WALL AND SAID FACE OF WALL EXTENDED EAST, A DISTANCE OF 110 FEET TO A POINT; THENCE SOUTH 00 DEGREES 25 MINUTES 40 SECONDS EAST A DISTANCE OF 30 FEET TO A POINT; THENCE SOUTH 89 DEGREES 54 MINUTES 40 SECONDS WEST A DISTANCE OF 198.72 FEET TO THE EASTERLY RIGHT OF WAY LINE OF EAST END AVENUE; THENCE NORTH 00 DEGREES 25 MINUTES 40 SECONDS TO THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE USE AND BENEFIT OF THE DEPARTMENT OF TRANSPORTATION, DESCRIBED AS FOLLOWS:

THAT PART OF LOT 13 IN CIRCUIT COURT PARTITION, A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 32 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1900 AS DOCUMENT 2956680, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LOT 13 WITH THE EAST LINE OF HERETOFORE DEDICATED EAST END AVENUE; THENCE ON AN ASSUMED BEARING OF NORTH 83 DEGREES 39 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 13, BEING ALSO THE CENTERLINE OF SAUK TRAIL ROAD, A DISTANCE OF 310.00 FEET TO A POINT ON THE EAST LINE OF GRANTOR'S PROPERTY; THENCE SOUTH 00 DEGREES 57 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE, 38.17 FEET TO A POINT ON A LINE 38.00 FEET

SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 13 AFORESAID; THENCE SOUTH 83 DEGREES 39 MINUTES 38 SECONDS WEST ALONG SAID PARALLEL LINE, 294.93 FEET; THENCE SOUTH 41 DEGREES 21 MINUTES 05 SECONDS WEST, 22.28 FEET TO THE EAST LINE OF EAST END AVENUE AFORESAID, THENCE NORTH 00 DEGREES 57 MINUTES 28 SECONDS WEST ALONG SAID EAST LINE, 53.23 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

THAT PART OF LOT 13 IN CIRCUIT COURT PARTITION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 32 AND THE WEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HERETOFORE DEDICATED EAST END AVENUE, SAID RIGHT OF WAY LINE HAVING A BEARING OF NORTH 00 DEGREES 25 MINUTES 40 SECONDS EAST (ASSUMED FOR THE PURPOSE OF THE DESCRIPTION), A DISTANCE OF 273.96 FEET SOUTH OF THE NORTHERLY LINE OF LOT 13; THENCE SOUTH 00 DEGREES 25 MINUTES 40 SECONDS EAST A DISTANCE OF 71.18 FEET TO A POINT; THENCE NORTH 89 DEGREES 54 MINUTES 40 SECONDS EAST A DISTANCE OF 308.72 FEET TO A POINT; THENCE NORTH 00 DEGREES 25 MINUTES 40 SECONDS WEST A DISTANCE OF 101.76 FEET; THENCE WESTERLY ON A STRAIGHT LINE, SAID LINE WHICH IS THE SOUTHERLY FACE OF AN EXISTING ONE STORY BRICK AND BLOCK BUILDING WALL AND SAID FACE OF WALL EXTENDED EAST, A DISTANCE OF 110 FEET TO A POINT; THENCE SOUTH 00 DEGREES 25 MINUTES 40 SECONDS EAST A DISTANCE OF 30 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 40 SECONDS WEST A DISTANCE OF 198.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.