

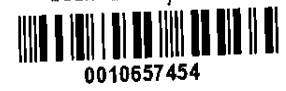
UNOFFICIAL COPY

0010657454

0420/0079 45 001 Page 1 of 8

2001-07-23 10:41:00

Cook County Recorder 35.00



This document prepared by and after recording return to:

Dan Perlin  
Walgreen Company  
Corporate Offices  
200 Wilmot Road., MS 2252  
Deerfield, Illinois 60015

7864545028  
14

Property of Cook County Clerk's Office

CONSENT AND NON-DISTURBANCE AGREEMENT

80

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

110-883 116

# UNOFFICIAL COPY

## CONSENT AND NON-DISTURBANCE AGREEMENT

14  
786454502 dk

This Consent and Non-Disturbance Agreement made in multiple copies as of this 20 day of June, 2001, by and between LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to Bank One-Ravenswood under Trust Number 25-10608 dated October 10, 1990, and LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to Bank One-Ravenswood under Trust Number 25-7859 dated July 1, 1986 (collectively, "Ground Lessor"), WALGREEN CO., an Illinois corporation, hereinafter "Walgreens," and CENTRUM NORRIDGE, L.L.C., an Illinois limited liability company, the "Ground Lessee".

WHEREAS, Ground Lessor has heretofore leased those two (2) separate parcels of certain real estate legally described on the attached Exhibit "A" (collectively, the "Demised Premises") to Ground Lessee in accordance with that certain Ground Lease dated August 29, 2000, First Amendment to Lease dated September 12, 2000 and Second Amendment to Lease dated May 15, 2001, with a Memorandum of Ground Lease recorded 0010657442 in Cook County, in the State of Illinois (the "Ground Lease"); and

WHEREAS, Ground Lessee has heretofore subleased the Demised Premises to Walgreens by Lease dated May 24, 2001 (the "Walgreens Lease") and in connection therewith Walgreens has requested that Ground Lessor and Ground Lessee consent and agree to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto consent, covenant and agree as follows:

1. Ground Lessor hereby acknowledges that pursuant to Article 15.1 of the Ground Lease, Ground Lessee has the right to sublease the Demised Premises to Walgreens under the terms and conditions more particularly set forth in the Walgreens Lease. If at the date of recordation of a memorandum of the Walgreen Lease, the Demised Premises is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, which is prior and superior to this Lease, it is an express condition hereof that Ground Lessor shall thereupon furnish and deliver to Walgreen, in form and substance reasonably acceptable to Walgreen, an agreement executed by such mortgagee or trustee either (i) making such mortgage, deed of trust or other encumbrance in the nature of a mortgage subject and subordinate to the Walgreens Lease and to the leasehold estate created hereby and to all of Walgreens' rights hereunder, or (ii) obligating such mortgagee or trustee and any successor thereto to be bound by the Walgreens Lease and by all of Walgreens' rights hereunder, provided that Walgreens is not then in continued default, after notice, in the payment of rents or otherwise under the terms of the Walgreens Lease. Such above-described obligation shall also apply with respect to any subsequent mortgage, deed of trust or other encumbrance in the nature of a mortgage that may encumber the Demised Premises hereafter. In the event of a conflict between the terms and conditions of the Walgreens Lease and/or this Agreement, and those of the Ground Lease, which would reduce or otherwise adversely effect Walgreens' rights under the Walgreens' Lease or this Agreement or alter Ground Lessor's obligations under this

10657454

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Agreement, then the terms and conditions of the Walgreens Lease and/or this Agreement shall prevail and control.

2. Notices delivered hereunder shall be addressed as follows:

Ground Lessor: Victor Giannotti  
C/o Giannotti's  
17 W 400 22<sup>nd</sup> Street  
Oak Brook Terrace, Illinois 60180

Ground Lessee: CENTRUM NORRIDGE, L.L.C.  
c/o Centrum Properties, Inc.  
225 West Hubbard Street, 4th Floor  
Chicago, Illinois 60610  
Attn.: John McLinden

Walgreens: Walgreen Co., 200 Wilmot Road, Deerfield, IL 60015, Attn: Law Department, MS #2252

All notices of default delivered by either party under the Ground Lease shall also be simultaneously delivered to Walgreens at the notice address provided above. Walgreens may, but shall not be required, to cure any default or violation by Ground Lessee under the Ground Lease and Ground Lessor shall accept such cure by Walgreens. In the event of a cancellation, termination, expiration or surrender of the Ground Lease, for any reason, or in any manner whatsoever (including any termination or expiration of the term of the Ground Lease if such expiration or termination is to occur or become effective prior to the expiration of the 60-year term of the Walgreens' Lease, and excepting only the expiration of the Ground Lease at the end of the full term thereof), upon any such occurrence Ground Lessor shall promptly notify Walgreens thereof in writing, and Ground Lessor shall then be bound by and become the Landlord under the Walgreens Lease and will accept Walgreens and its successors and assigns as the Tenant of Ground Lessor under the terms and conditions of the Walgreens Lease for a period equal to the then full unelapsed portion of the term of the Walgreens Lease and upon and subject to all of the same terms, covenants and conditions as may be then provided in the Walgreens Lease. From and after Ground Lessor's succession to the interest of Ground Lessee as Landlord under the Walgreens Lease, Walgreens shall have no further liability or obligation to Ground Lessee; in such event, the Walgreens Lease shall be deemed a direct lease between Ground Lessor and Walgreens and Ground Lessor shall then be deemed Walgreens' Landlord for all purposes under and subject to the Walgreens Lease.

3. Ground Lessor hereby covenants, represents and warrants to Walgreens that as of the date of execution of this Agreement, Ground Lessor has fee simple legal title to the Demised Premises and the right to make this Agreement.

4. Ground Lessor and Ground Lessee hereby warrant and represent to Walgreens that the Ground Lease is in full force and effect and has not been amended or modified and presently no party to the Ground Lease is in default thereunder. The Ground Lease shall not be terminated or

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

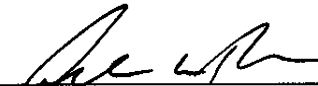
amended during the continuance of the Walgreens Lease without the express written consent of Walgreens. Walgreens shall be provided not less than thirty (30) days from receipt of a sufficient written request for such consent to consent (or refuse to) to such proposed termination or amendment, and such consent (or refusal) of Walgreen shall be given within said thirty (30) day period. If Walgreens shall not expressly and in writing consent, Ground Lessee shall not consent and shall object in the manner and within the time required under the Ground Lease, and any consent of Ground Lessee to any such termination or amendment to the Ground Lease given absent Walgreens express consent shall be of no effect and deemed invalid. Ground Lessee shall not exercise any right which would have the effect of making the term of such Ground Lease shorter than the term of the Walgreens Lease, without Walgreens' written consent, which shall be consistent with the terms of the Ground Lease, and Ground Lessee shall take any affirmative actions (including the sending of all required notices, and the purchase of Ground Lessor's fee interest in the Demised Premises, if applicable) necessary to ensure that the term of the Ground Lease is at least as long as the term of the Walgreens Lease.

5. This Agreement shall bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto and all covenants, conditions and agreements herein contained shall be deemed covenants running with the land.

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

WALGREEN CO.

CENTRUM NORRIDGE, L.L.C.

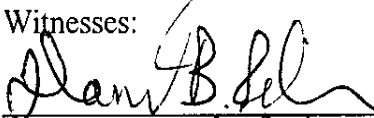
By   
Vice President

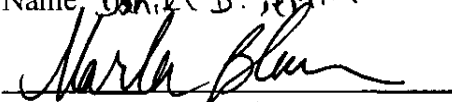
By   
One of Its Managers

Print name: Allan M. Rennie


Print name: JEFF MULVANEY

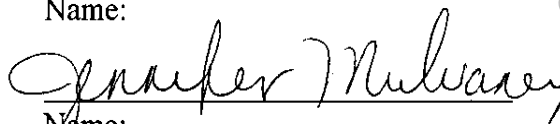
Witnesses:

  
Name: Daniel B. Pestin

  
Name: Marla Blair

Witnesses:

  
Name:

  
Name:

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

LASALLE BANK NATIONAL ASSOCIATION,  
as Successor Trustee to Bank One-Ravenswood  
under Trust Number 25-10608 dated February 26, 1990  
By Reta Edwards and not personally  
Title: **TRUST OFFICER**

Print name: RETA A. EDWARDS

Witnesses:  
**Attestation not required by  
LaSalle Bank National Association**

Name: Bylaws

Name: \_\_\_\_\_

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

LASALLE BANK NATIONAL ASSOCIATION,  
as Successor Trustee to Bank One-Ravenswood  
under Trust Number 25-7859 dated July 1, 1986  
and not personally

By Reta Edwards  
Title: **TRUST OFFICER**

Print name: RETA A. EDWARDS

Witnesses: **Attestation not required by  
LaSalle Bank National Association  
Bylaws**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Property of Cook County Clerk's Office

10657454

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office

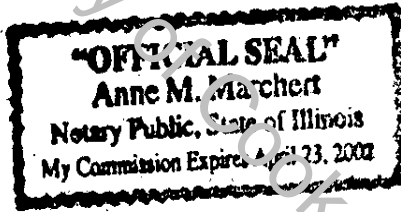
# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, Anne M. Marchert Notary Public, do hereby certify that RETA A. EDWARDS, personally known to me to be TRUST OFFICER LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to Bank One-Ravenswood under Trust Number 25-10608 dated February 26, 1990, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_, he signed and delivered the said instrument pursuant to authority, given by said national association as his free and voluntary act, and as the free and voluntary act and deed of said national association, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20 day of June, 2001.

My commission expires:



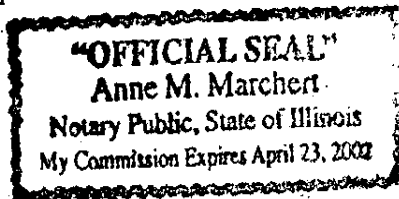
Anne M. Marchert  
Notary Public

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, Anne M. Marchert, a Notary Public, do hereby certify that RETA A. EDWARDS, personally known to me to be TRUST OFFICER LASALLE BANK NATIONAL ASSOCIATION, as Successor Trustee to Bank One-Ravenswood under Trust Number 25-7859 dated July 1, 1986, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_, he signed and delivered the said instrument pursuant to authority, given by said national association as his free and voluntary act, and as the free and voluntary act and deed of said national association, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20 day of June, 2001.

My commission expires:



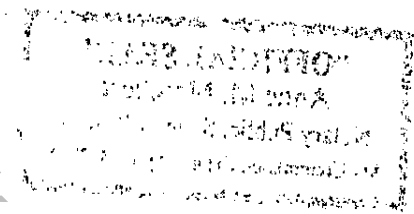
Anne M. Marchert  
Notary Public

10657454

# UNOFFICIAL COPY

0000

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 3, 4, 5, 6, 7 AND 8 IN BLOCK 8 IN CUMBERLAND AND LAWRENCE BEING GEORGE GAUNTLETT'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

and

LOT 9, AND THE EAST 35 FEET OF LOT 10, IN BLOCK 8, CUMBERLAND AND LAWRENCE, BEING IN GEORGE GAUNTLETT'S SUBDIVISION OF THE SOUTHEAST QUARTER, OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

and

THAT PART OF THE EAST-WEST PUBLIC ALLEY LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 8 IN BLOCK 8 IN CUMBERLAND AND LAWRENCE, BEING GEORGE GAUNTLETT'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-11-309-008, 12-11-309-009, 12-11-309-010, 12-11-309-011, 12-11-309-012,  
12-11-309-013, 12-11-309-018

UNOFFICIAL COPY

Property of Cook County Clerk's Office