

WHEN RECORDED MAIL TO:

Blockbuster Inc.
8320 South Madison Street
Burr Ridge, IL 60521
Attn: Lease Administrator

*21 East Lansing Park Rd
Streamwood, IL*

DEMISED PREMISES:

Blockbuster #17455
*PIN 06-26-102-002
867*



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this 18th day of October, 1999, by and between BLOCKBUSTER INC., a Delaware corporation (the "Tenant") and National Shopping Plazas, Inc., as Leasing Agent for Amalgamated Bank of Chicago, as Trustee under a Trust Agreement dated February 12, 1996 and known as TRUST NO. 5696 (the "Landlord") and NATIONAL LIFE INSURANCE COMPANY, its successors and/or assigns (Lender").

RECITALS:

WHEREAS, Landlord executed a Lease dated as of July 8, 1999 in favor of Tenant, a memorandum of which may be recorded simultaneously herewith, covering a certain Demised Premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A" (said parcel of real estate and the Demised Premises being sometimes collectively referred to herein as the "Property"); and

WHEREAS, Landlord has executed a Mortgage Assignment of Lease and Security Agreement (the "Mortgage") dated November 3, 1999 and recorded on November 5, 1999 at Volume 09044184, Page 067, of the Cook Records of Cook County, State of Illinois in favor of Lender, payable upon the terms and conditions described therein; and

WHEREAS, it is a condition to said loan that said Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the Lease and to the leasehold estate created thereby; and

WHEREAS, the parties hereto desire to assure Tenant's possession and control of the Property under the Lease upon the terms and conditions therein contained;

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

AGREEMENT

1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.

2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, the Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and Tenant, upon, and subject to, all of the terms,

*SNO
P/ro
M/ys*

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covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions therein provided. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.

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3. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord), except that Lender agrees to cure any default of Landlord that is continuing as of the date Lender forecloses the Property within thirty (30) days from the date Tenant delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Landlord diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; (c) bound by any Rent that Tenant may have paid under the Lease more than one month in advance; (d) bound by any amendment or modification of the Lease which reduces the term of the Lease or Tenant's monetary obligations thereunder hereafter made without Lender's prior written consent; (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.

4. If Lender sends written notice to Tenant to direct its Rent payments under the Lease to Lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instructions and deliver Rent payments to Lender; however, Landlord and Lender agree that Tenant shall be credited under the Lease for any Rent payments sent to Lender pursuant to such written notice.

5. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first-class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given set forth above:

If to Tenant, then to: Blockbuster Inc. #17455
The Renaissance Tower
1201 Elm Street
Dallas, TX 75270
Attn: Real Estate/Legal

with a copy to: Blockbuster Inc. #17455
8320 South Madison Street
Burr Ridge, IL 60521
Attn: Lease Administration

If to Landlord, then to: National Shopping Plazas, Inc.
333 West Wacker Drive, #2750
Chicago, IL 60606

If to Lender, then to: National Life Insurance Company
c/o National Life Investment Management Co., Inc.
One National Life Drive
Montpelier, Vermont 05604
Attn: Director of Mortgage Investments

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. Mail.

6. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the

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Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease.

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

8. Should any action or proceeding be commenced to enforce any provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs and reasonable attorney's fees.

9. Tenant shall not be joined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

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WITNESSES:

[Signature]
Print Name: _____

[Signature]
Print Name: Nicholas Tulin

WITNESSES:

[Signature]
Print Name: ZISL TAUB

[Signature]
Print Name: LORE KARALDO

WITNESSES:

[Signature]
Print Name: Joseph Beard

[Signature]
Print Name: Judith Day

LENDER:

National Life Insurance Company

By: [Signature]
Name: Frank von Tubenach
Title: Counsel

LANDLORD:

National Shopping Plazas, Inc. as Leasing Agent for Amalgamated Bank of Chicago, As Trustee under a Trust Agreement dated February 12, 1996, Trust No. 5696

By: [Signature]
Name: George D. Thomas
Title: President

TENANT:

Blockbuster Inc.,
a Delaware corporation

By: [Signature]
Bruce P. Brown
Director of Real Estate Administration

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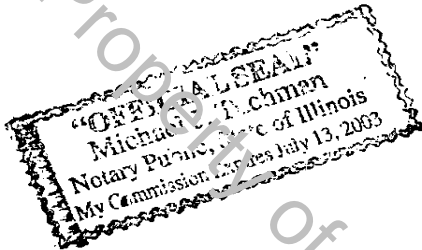
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[Acknowledgment of Lender] **00156778**

STATE OF Illinois)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 3 day of Nov, 1999, by Frank von Turkovich, as owner of NATIONAL LIFE INSURANCE COMPANY, a Vermont corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.



[Signature]
Notary Public Signature
Printed/Typed Name: Michael J. Turkovich
Commission No.: see left
My commission expires: _____

[Acknowledgment of Landlord]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 18th day of October, 1999, by George D. Hanus, as President of NATIONAL SHOPPING PLAZAS, INC., a Ill. corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

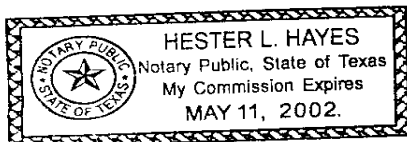


Vickie Lynn Seats
Notary Public Signature
Printed/Typed Name: Vickie Lynn Seats
Commission No.: _____
My commission expires: _____

[Acknowledgment of Tenant]

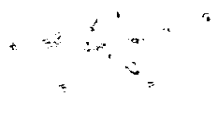
STATE OF TEXAS)
COUNTY OF COLLIN)

The foregoing instrument was acknowledged before me this 15th day of October, 1999, by BRUCE P. BROWN, DIRECTOR OF REAL ESTATE ADMINISTRATION of BLOCKBUSTER INC., a Delaware corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



Hester L. Hayes
Notary Public Signature
Printed/Typed Name: _____
Commission No.: _____
My commission expires: _____

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COOK COUNTY CLERK

CHIEF CLERK

COOK COUNTY CLERK

COOK COUNTY CLERK

COOK COUNTY CLERK

COOK COUNTY CLERK

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

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That part of Lot 1 In Irving Streamwood Subdivision, being a subdivision of part of the Northwest Quarter of Section 26, Township 41 North, Range 9 East of the Third Principal Meridian according to the plat thereof recorded January 28, 1999 as Document No. 99094459 lying Westerly of the following described line: Commencing at the Northeast corner of said Lot 1; thence Westerly along the North line thereof being on a curve to the left having a radius of 5679.65 feet, an arc distance of 373.93 feet (the chord of the last described curve bearing North 75 degrees 52 minutes 35 seconds West, 373.86 feet) for the point of beginning; thence South 12 degrees 14 minutes 16 seconds West 39.98 feet; thence South 77 degrees 49 minutes 43 seconds East 1.57 feet; thence South 12 degrees 15 minutes 30 seconds West 60.01 feet; thence South 77 degrees 32 minutes 59 seconds East 40.31 feet; thence South 13 degrees 09 minutes 05 seconds West 170.51 feet to a point on the South line of said Lot 1 that is 344.52 feet Westerly of the Southeast corner thereof, (as measured along said South line) for the point of termination of said line, in the Village of Streamwood, Cook County, Illinois.

Property Address: Southeast corner of Irving Park and Bartlett Roads, Streamwood, Illinois

P.I.N.: 06-26-102-002
06-26-102-063
06-26-102-069

Shopping Center Parcels A and B

JAN-14 00:16:50 FROM: sent By: BLOCKBUSTER;

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TQ:630 654 9641

PAGE:02 Page 2/2

WHEN RECORDED MAIL TO:

Blockbuster Inc.
8320 South Madison Street
Burr Ridge, IL 60521
Attn: Lease Administrator
21 East Irving Park Rd

00156778

DEMISED PREMISES:

Blockbuster #17466
PIN 06-26-102823

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this 20th day of October, 1999, by and between BLOCKBUSTER INC., a Delaware corporation (the "Tenant") and National Shopping Plazas, Inc., as Leasing Agent for Amalgamated Bank of Chicago, as Trustee under a Trust Agreement dated February 12, 1996 and known as TRUST NO. 6896 (the "Landlord") and NATIONAL LIFE INSURANCE COMPANY, its successors and/or assigns (Lender).

RECITALS:

WHEREAS, Landlord executed a Lease dated as of July 8, 1999 in favor of Tenant, a memorandum of which may be recorded simultaneously herewith, covering a certain Demised Premise, therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A" (said parcel of real estate and the Demised Premises being sometimes collectively referred to herein as the "Property"); and

WHEREAS, Landlord has executed a Mortgage Assignment of Lease and Security Agreement (the "Mortgage") dated November 3, 1999 and recorded on November 5, 1999 at Volume 09044184 Page 001 of the COOK County, State of ILLINOIS in favor of Lender, payable upon the terms and conditions described therein; and

WHEREAS, it is a condition to said loan that said Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the Lease and to the leasehold estate created thereby; and

WHEREAS, the parties hereto desire to assure Tenant's possession and control of the Property under the Lease upon the terms and conditions therein contained;

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

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