

EXHIBIT "E"

WHEN RECORDED RETURN TO:

BLOCKBUSTER VIDEOS, INC.
8320 South Madison Avenue
Burr Ridge, Illinois 60521



DEPT-01 RECORDING \$31.50
1#0098 TRAN 3391 12/28/94 15:40:06
#6736 # JB * -04-040286
COOK COUNTY RECORDER

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (the "Agreement") is made and entered into this the 14th day of November, 1994, by and between BLOCKBUSTER VIDEOS, INC. ("Tenant"), GREAT-WEST LIFE & ANNUITY / INSURANCE COMPANY ("Lender") and CHICAGO TITLE & TRUST COMPANY, as Trustee under Trust Agreement dated June 11, 1982 and known as Trust No. 1081955 ("Landlord").

RECITALS:

WHEREAS, Landlord executed a Lease dated as of October 20, 1994, 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 and Security Agreement Deed of Trust (the "Mortgage") dated December 1, 1986 and recorded on December 9, 1986 At Book 111111 / Page 1111, of the County Records of Cook County, State of Illinois in favor of Lender, payable upon the terms and conditions described therein; and
** as No. 86586795

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 this 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 this 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, this Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the

INITIALS

LANDLORD: [Signature]
UP

TENANT: [Signature]

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Mortgage and Tenant, upon, and subject to, all of the terms, covenants and conditions of this 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.

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); (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 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.

In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or void the Lease or to withhold any rent or other monetary obligations thereunder, for a period of thirty (30) days after receipt of such written notice by Lender, provided, however, that in the case of any default which cannot with diligence be cured within said thirty (30) day period, if Lender shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity.

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 as set forth above:

TENANT:

Blockbuster Videos, Inc.
One Blockbuster Plaza
200 South Andrews Avenue
Ft. Lauderdale, Florida 33301-1860
Attention: Real Estate/Legal Dept.

with a copy to:

Blockbuster Videos, Inc.
Midwest Zone
8320 South Madison Avenue
Burr Ridge, Illinois 60521
Attention: Real Estate Department

LANDLORD:

CHICAGO TITLE & TRUST COMPANY,
as Trustee under Trust Agreement dated
June 11, 1982 and known as Trust No.
1081955
c/o Trident Developments, Inc.
450 East Devon Avenue, Suite 250
Itasca, Illinois 60143

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LANDLORD: 

TENANT: 

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LENDER:

Great-West Life & Annuity Insurance Company
8515 East Orchard Road, Englewood, CO 80111
Attention: Mortgage Administration

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 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 this Lease.

7. This Non-Disturbance 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 of the provisions of this Non-Disturbance 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 of or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

10. This Agreement shall be of no further force and effect and shall become null and void upon the recording in the applicable records of Lender's written release of the lien of the Deed of Trust.

11. This Agreement is executed by Chicago Title & Trust Company not in its individual corporate capacity, but as Trustee under Trust Number 1081955, dated June 11, 1982, and it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Landlord while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of the Landlord are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Landlord or for the purposes or with the intention of binding the Landlord personally. This Agreement is executed and delivered by the Landlord not in its own right but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title & Trust Company or any of the beneficiaries under said Trust Agreement, on account of this Agreement or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Landlord in this Agreement contained, either expressed or implied, all of such personal liability, if any, being expressly waived and released.

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LANDLORD: WV

TENANT: MMZ

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

Witnesses:

John M. Stewart
JOHN M. STEWART
AUTHORIZED SIGNATURE

Sara Martens
SARA MARTENS
AUTHORIZED SIGNATURE

LENDER:

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

By: Craig Ross
Name: CRAIG ROSS
Title: AUTHORIZED SIGNATURE
By: Dennis B. Graven
Name: DENNIS B. GRAVEN
Title: Manager, Mortgage Investments



Witnesses:

Phelia Condel
Edwina P. Myers

TENANT:

BLOCKBUSTER VIDEOS, INC., a Texas corporation

By: Gerald W.B. Weber
Name: Gerald W.B. Weber
Title: Senior Vice President

Witnesses:

Alta De Moya
Shirley Sawyers
ASST. SECRETARY

LANDLORD:

CHICAGO TITLE & TRUST COMPANY, as Trustee under Trust Agreement dated June 11, 1982 and known as Trust No. 1081955

By: Carolyn Pamparella
Name: CAROLYN PAMPARELLA
Title: Asst. Vice President

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LANDLORD: CA

TENANT: WBYB

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[Acknowledgement of Lender]

STATE OF COLORADO)

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 4th day of November 1994 by Craig Ross, Authorized Signature and by * They are of **, a Colorado corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

* Dennis B. Graven, Manager, Mortgage Investments
**GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

[Signature]
Signature of Notary

Elizabeth A. Whitaker
(Name of Notary Typed, Printed or Stamped)

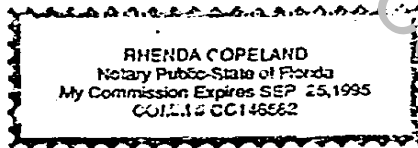
My Commission Expires: September 14, 1996

[Acknowledgement By Tenant]

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 17th day of November 1994 by Gerald W.B. Weber, Senior Vice President of BLOCKBUSTER VIDEOS, INC., a Texas corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



[Signature]
Signature of Notary

(Name of Notary Typed, Printed or Stamped)

[Acknowledgement of Landlord]

STATE OF ILLINOIS)

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10th day of November, 1994 by CAROLYN PAMPENELLA, Area Vice President, of Blockbuster Video Company. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.



[Signature]
Signature of Notary

(Name of Notary Typed)

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LANDLORD: [Signature]

TENANT: [Signature]

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

THAT PART OF BLOCK 31 IN CANAL TRUSTEES SUBDIVISION OF SOUTH FRACTIONAL SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SOUTH ASHLAND AVENUE (100 FEET WIDE) WHICH IS 425.80 FEET NORTH OF THE NORTH LINE OF WEST 33RD STREET (66 FEET WIDE); THENCE EAST ALONG THE SOUTH LINE AND ITS EASTERLY EXTENSION OF LOT 8 OF DECREETS SUBDIVISION OF ORIGINAL LOTS 21, 22 AND 23 OF ALICE LYNCH'S SUBDIVISION OF THE SOUTH PART OF THE NORTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32 (SAID LINE BEING ALSO DESCRIBED AS BEING PARALLEL TO THE NORTH LINE OF WEST 33RD STREET EXTENDED EASTERLY AND 425.80 FEET THEREFROM) FOR A DISTANCE OF 961.64 FEET TO THE SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHWESTERLY ALONG THE PRESENT WESTERLY WOOD DOCK LINE OF THE SAID SOUTH FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF ARCHER AVENUE (80 FEET WIDE); THENCE SOUTHWESTERLY ALONG THE SAID SOUTHEASTERLY LINE OF ARCHER AVENUE A DISTANCE OF 446.06 FEET TO THE EASTERLY LINE OF SOUTH ASHLAND AVENUE, AS WIDENED; THENCE SOUTHWESTERLY ALONG THE SAID EASTERLY LINE OF SOUTH ASHLAND AVENUE A DISTANCE OF 53.97 FEET TO THE EASTERLY LINE OF SOUTH ASHLAND AVENUE (100 FEET WIDE); (SAID POINT HEREINAFTER REFERRED TO AS POINT A); THENCE SOUTH ALONG SAID EASTERLY LINE OF SOUTH ASHLAND AVENUE A DISTANCE OF 774.45 FEET TO THE PLACE OF BEGINNING (EXCEPT FROM THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT THAT PART THEREOF DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT 155.95 FEET SOUTH OF POINT AFORESAID; THENCE SOUTH ALONG SAID WEST LINE OF SAID TRACT 220.0 FEET; THENCE EAST AT RIGHT ANGLES THERETO 145.0 FEET; THENCE NORTH AT RIGHT ANGLES THERETO 220.0 FEET; THENCE WEST AT RIGHT ANGLES THERETO 145.0 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

Surveyor's Office

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11/11/2011