

UNOFFICIAL COPY



0702333166

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
104 Wilmot Road, MS 1420
Deerfield, Illinois 60015
Attn: Chad Mihevc, Senior Attorney

Doc#: 0702333166 Fee: \$78.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/23/2007 01:40 PM Pg: 1 of 10

This Instrument Prepared by:
Chad Mihevc, Esq.
104 Wilmot Road
Deerfield, Illinois 60015

For Recorder use only

FB59497 DZAHM 2072

NON-DISTURBANCE AGREEMENT

This Consent and Non-Disturbance Agreement is made in multiple copies as of this 8th day of December, 2006, by and among **CHICAGO TITLE LAND TRUST COMPANY**, as successor Trustee to **LASALLE BANK NATIONAL ASSOCIATION**, as Trustee under that certain Trust No. 10-37099-09 by Agreement dated July 28, 1980 and not personally, hereinafter called "**Ground Lessor**", **WALGREEN CO.**, an Illinois corporation, hereinafter called "**Walgreens**", and **87 STONY, LLC**, an Illinois limited liability company, hereinafter called "**Ground Lessee**".

WHEREAS, Ground Lessor has heretofore leased that certain real estate legally described on the attached Exhibit "A" (herein after called the "**Premises**") to Ground Lessee in accordance with that certain Lease dated July 1, 2004, a memorandum of such Lease being recorded on October 22, 2004, with the Cook County Recorder of Deeds as Document No. 0429619056, including all amendments thereto existing as of the date hereof (collectively called the "**Ground Lease**"); and

WHEREAS, Ground Lessee has heretofore constructed or intends hereafter to construct a building on the Premises; and

WHEREAS, Ground Lessee has heretofore subleased a portion of the Demised Premises to Walgreens by Lease dated September 28, 2004 (hereinafter 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:

Box 400-CTCC

8/8

UNOFFICIAL COPY

1. Ground Lessor consents to the subleasing of a portion of the Premises to Walgreens all as more particularly set forth in Walgreens Lease. In the event of a cancellation, termination, expiration or surrender of the Ground Lease, for any reason, or in any manner whatsoever, upon any such occurrence Ground Lessor will 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, and Walgreens will accept and attorn to Ground Lessor and its successors and assigns as the Landlord under the Walgreens Lease. In the event of a conflict between the terms and conditions of the Walgreens Lease and the Ground Lease, the terms and conditions of the Walgreens Lease shall prevail and control. From and after Ground Lessor's succession to the interest of Ground Lessee as Landlord under the Walgreens Lease (which shall commence from and after the termination of the Ground 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, with all rent due under the Walgreens Lease thereafter to be paid directly to ground Lessor as Landlord. Ground Lessor shall then be deemed Walgreens' Landlord for all purposes under and subject to the Walgreens Lease. As such Landlord, Ground Lessor shall not be liable for any security deposits or rent paid to any party other than Ground Lessor.

2. Ground Lessor shall provide Walgreens with a concurrent copy of any notice of default Ground Lessor sends to Ground Lessee. Ground Lessor shall accept cure of any such default by Walgreens provided that (a) cure is effected within the time period required of Ground Lessee (provided Walgreens receives concurrent notice of default); and (b) Walgreens shall have the right, but not the obligation, to cure any Ground Lessee default under the Ground Lease.

3. Ground Lessor acknowledges and agrees in the event of Owner's bankruptcy and that for purposes of Article 365 of the U.S. Bankruptcy Code, Walgreens, its successors, assigns and sublessees under the Walgreens Lease are and shall remain during the term of the Walgreens Lease, in possession of the Leased Premises (as defined in the Walgreens Lease) and that no action shall be taken by Ground Lessor or by Ground Lessor's Trustee in Bankruptcy to terminate the Walgreens Lease. Ground Lessor for itself and its Trustee in Bankruptcy further agree that Walgreens, its successors, assigns and sublessees under the Walgreens Lease shall be entitled to seek and secure equitable remedies, to which it or they would otherwise be entitled pursuant to the Walgreens Lease notwithstanding any rejection of the Walgreens Lease pursuant to the U.S. Bankruptcy Code.

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

5. 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.

UNOFFICIAL COPY

87th & Stony Island
Chicago, Illinois
Store #2387

87th & Stony Non-Disturbance Trust No. 10-37099098
12/7/06

6. Any notice, demand, request or other communication required or permitted to be given hereunder shall be deemed given (i) when personally delivered to and accepted by the designated individual addressee, (ii) one (1) business day after deposit with Federal Express or other reputable courier for overnight delivery, charges prepaid, or (iii) if mailed, upon the second (2nd) business day after the day on which it is deposited in United States Registered or Certified mail, postage prepaid, return receipt requested, executed by the designated individual addressee, in each case addressed as follows:

If to Ground Lessor: CHICAGO FINANCIAL ENTERPRISES, INC.
16835 South Halsted Street
Harvey, Illinois 60426
Attention: President

with a copy to: c/o Atlas Partners, LLC
55 East Monroe Street
Suite 1890
Chicago, Illinois 60603
Attention: Roger Ruttenberg

and to: Michael E. Fryzel, Esq.
100 West Monroe Street
Suite 1900
Chicago, Illinois 60603

If to Ground Lessee: 87 Stony, LLC
c/o Midwest Property Group, Ltd.
920 North York Road
Suite 300
Hinsdale, Illinois 60521
Attention: Jaime J. Javors

If to Walgreens: Walgreen Co.
104 Wilmot Road
MS 1420
Deerfield, Illinois 60015
Attention: Law Department

or at such other address as the person to be served notice may have furnished in writing to the person seeking or desiring to serve notice as a place for service of notice.

7. 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.

UNOFFICIAL COPY

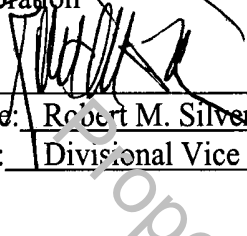
87th & Stony Island
Chicago, Illinois
Store #2387

87th & Stony Non-Disturbance Trust No. 10-37099098
12/7/06

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

WALGREEN CO., an Illinois corporation

cu

By: 
Name: Robert M. Silverman
Title: Divisional Vice President

CHICAGO TITLE LAND TRUST COMPANY, as successor Trustee to **LASALLE BANK NATIONAL ASSOCIATION,** as Trustee under that certain Trust No. 10-307099-09 by Agreement dated July 28, 1980 and not personally

By: _____
Name: _____
Title: _____

87 STONY, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

87th & Stony Island
Chicago, Illinois
Store #2387

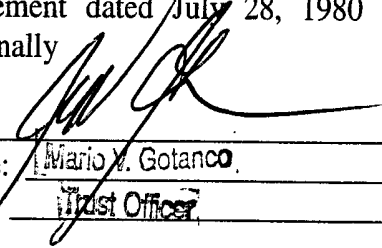
87th & Stony Non-Disturbance Trust No. 10-37099098
12/7/06

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

WALGREEN CO., an Illinois corporation

By: _____
Name: _____
Title: _____

CHICAGO TITLE LAND TRUST COMPANY, as successor Trustee to **LASALLE BANK NATIONAL ASSOCIATION,** as Trustee under that certain Trust No. 10-307099-09 by Agreement dated July 28, 1980 and not personally

By: 
Name: Mario V. Gotanco
Title: Trust Officer

87 STONY, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

87th & Stony Island
Chicago, Illinois
Store #2387

87th & Stony Non-Disturbance Trust No. 10-37099098
12/7/06

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

WALGREEN CO., an Illinois corporation

By: _____
Name: _____
Title: _____

CHICAGO TITLE LAND TRUST COMPANY, as successor Trustee to **LASALLE BANK NATIONAL ASSOCIATION,** as Trustee under that certain Trust No. 10-307099-09 by Agreement dated July 28, 1980 and not personally

By: _____
Name: _____
Title: _____

87 STONY, LLC, an Illinois limited liability company

By: _____
Name: J. JAMES
Title: Manager

Property of Cook County Clerk's Office

UNOFFICIAL COPY

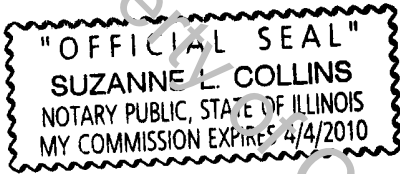
87th & Stony Island
Chicago, Illinois
Store #2387

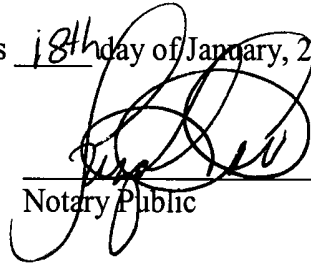
87th & Stony Non-Disturbance Trust No. 10-37099098
12/7/06

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Robert M. Silverman, personally known to me to be the Divisional Vice President of **WALGREEN CO.**, an Illinois corporation, 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 acknowledged that he signed and delivered the said instrument as such Divisional Vice President of the corporation, and the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of January, 2007.





Notary Public
My commission Expires: _____

Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public, do hereby certify that Mario V. Gotanco, the ~~Trust Officer~~ of CHICAGO TITLE LAND TRUST COMPANY, as successor Trustee to LASALLE BANK NATIONAL ASSOCIATION, as Trustee under that certain Trust No. 10-37099-09 by Agreement dated July 28, 1980, 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 acknowledged that he signed and delivered the said instrument as such ~~Trust Officer~~ of the Trust, and the free and voluntary act of said Trust, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of January, 2007.

Patricia L. Alvarez
Notary Public



My commission expires: 10/29/08

County Clerk's Office

UNOFFICIAL COPY

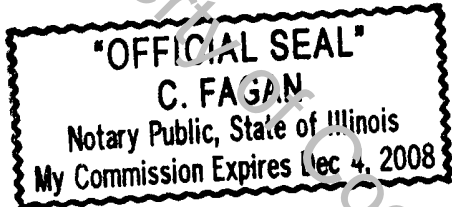
87th & Stony Island
Chicago, Illinois
Store #2387

87th & Stony Non-Disturbance Trust No. 10-37099098
12/7/06

STATE OF ILLINOIS)
)
COUNTY OF DuPAGE) SS

I, the undersigned, a Notary Public, do hereby certify that J. JAVORS, personally known to me to be the Manager of **87 STONY, LLC**, an Illinois limited liability company, 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 acknowledged that he signed and delivered the said instrument as such Manager of the limited liability company, and the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of January, 2008?



[Signature]

Notary Public

My commission Expires: _____

Property of Cook County Clerk's Office

87th & Stony Island
Chicago, Illinois
Store #2387

UNOFFICIAL COPY

87th & Stony Non-Disturbance Trust No. 10-37099098
12/7/06

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 22 (EXCEPT THE NORTH 20 FEET THEREOF) IN BLOCK 3 IN ARCHIBALD'S STONY ISLAND MANOR, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-36-320-048-0000

AND, UPON VACATION OF THE ALLEY:

THE WEST HALF OF THE NORTH/SOUTH 16 FOOT ALLEY LYING EASTERLY AND ADJOINING LOT 22 (EXCEPT THE NORTH 20 FEET) IN BLOCK 3 IN ARCHIBALD'S STONY ISLAND MANOR, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.