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Cook County Recorder of Deeds
Date: 05/13/2009 11:12 AM Pg: 1 of 6

NON-DISTURBANCE AGREEMENT

BY AND BETWEEN

U.S. BANK NATIONAL BANKING ASSOCIATION

AND

SALLY BEAUTY SUPPLY LLC.

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NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT ("this Agreement"), made this 8th day of April, 2009, between U. S. BANK NATIONAL ASSOCIATION, a national banking association ("Lender"), and SALLY BEAUTY SUPPLY LLC ("Lessee").

WITNESSETH:

WHEREAS, Lender is now the owner and holder of a certain promissory note or notes (collectively "Note") of the Lessor (as hereinafter defined) secured by a consolidated mortgage ("Mortgage"), covering all right, title, and interest of the Lessor in and to the lease and leasehold estate created by said Lease described in Exhibit "A" annexed hereto (such Lease, as heretofore or hereafter amended, being referred to herein as the "Lease"), which Lease covers certain real property known as the Hillside Town Center ("Mortgaged Property"); and

WHEREAS, Lessee is the Lessee under a certain Lease made by METRO COMMONS, LLC, as the original Lessor (the original Lessor and its successors and assigns being herein collectively called "Lessor"), which Lease (including any amendments thereof) and the portion of the Mortgaged Property therein demised ("Premises") are more particularly described on Exhibit "B" annexed hereto; and

WHEREAS, Lessee and Lender desire to confirm certain understandings with respect to the Lease and the Mortgage;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, Lender and Lessee hereby agree as follows:

1. So long as no default exists, as would entitle the Lessor or other Lessor under the Lease to terminate the Lease, or would cause, without any further action of such Lessor, the termination of the Lease, or would entitle such Lessor to dispossess the Lessee thereunder, Lender shall recognize the validity of the Lease and shall not terminate or alter the Lease nor shall Lender disturb or interfere with the Lessee's use, possession or enjoyment of the Leased Premises, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage; and provided further that proceeds of the sale or mortgage of the Mortgaged Property, and insurance, condemnation, and eminent domain awards be available to restore the Mortgaged Property on the conditions set forth in the Lease. Except as herein provided, Lessee shall, from and after the success to the interest of the Lessor under the Lease by the Subsequent Owner, have the same remedies against the Subsequent Owner for the breach of any agreement contained in the Lease that Lessee might have had under the Lease against Lessor if the Subsequent Owner had not succeeded to the interest of Lessor.
2. If Lender succeed to Lessor's interest in the Lease, Lessee will be bound to Lender according to the Lease for the balance of the term of the Lease and any extension of the Lease as if Lender were the Lessor under the Lease, and Lessee will

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attorn to Lender as its Lessor, immediately upon Lender's succeeding to the interest of Lessor under the Lease; however, Lessee will not be obligated to pay rent to Lender until Lessee receives written notice from Lender that it has succeeded to the interest of Lessor in the Lease. Subject to paragraph 1, upon such attornment, the rights and obligations of Lessee and Lender will be the same as they would have been if Lender had been Lessor under the Lease.

3. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successor in interest. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns (except for assignees of Lessee, other than successors by consolidation or merger), and any purchaser or purchasers at foreclosure of the Mortgaged Property, and its or their respective heirs, personal representatives, successors and assigns.

4. This Agreement shall be governed by and construed under the laws of the state where the Premises are located.

5. All exhibits attached hereto are by this reference incorporated fully herein, and the term "this Agreement" shall include all such exhibits.


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IN WITNESS WHEREOF, Lender and Lessee have executed this Agreement as of the day and year first above written.

LENDER

U. S. BANK NATIONAL ASSOCIATION

By:  _____

Name: EMAD MURRAR

Title: VP

LESSEE

SALLY BEAUTY SUPPLY LLC

By:  _____

James Morgan, its Director of Real Estate

** This Estoppel Certificate shall not estop Tenant from hereafter asserting its rights and remedies regarding any default existing on or before the date on which Tenant executed this Estoppel Certificate of which tenant did not have actual knowledge on the date of execution hereof.

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EXHIBIT A

That certain lease by and between Lessor and Lessee dated December 17, 2008 for 1,565 square feet of premises located in the building commonly known as 120 S. Mannheim Road, Hillside, Illinois 60162.

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EXHIBIT B

Lots 2 through 10 in Metro Commons, being a subdivision of part of the Southeast $\frac{1}{4}$ of Section 17, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 15-17-404-047

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