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Doc#: 1327513037 Fee: \$68.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 10/02/2013 01:27 PM Pg: 1 of 4

NON-DISTURBANCE AND RECOGNITION AGREEMENT

Reference is made to Lease dated June 30, 1978, between LaGrange State Bank, an Illinois banking corporation, as Trustee under Trust Agreement dated March 1, 1978, and known as Trust No. 4772, as landlord (hereinafter referred to as "Parent Landlord"), and Zayre Corp., a Delaware corporation, as tenant, (hereinafter referred to as the "Parent Lease") of certain premises in the vicinity of the intersection of Harlem Avenue and West Pershing Road in Lyons, Illinois ("the Demised Premises"). The tenant's interest in the Parent Lease has been assigned to LaSalle Bank National Association, a national banking association, as it is Trustee under Trust Agreement dated July 21, 1989, known as Trust No. 52742 (hereinafter referred to as "Landlord").

Further reference is made to Lease dated April ____, 2000 between ** Landlord, as Landlord, and Capital Fitness, Inc., an Illinois corporation, as Tenant (hereinafter referred to as "the Sublease").

WITNESSETH:

In consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid by each party hereto to the other party, the receipt and sufficiency whereof are hereby acknowledged and in further consideration the mutual agreements herein contained, the parties hereto do hereby agree as follows:

1. Prior to the expiration of the term of the Sublease (as therein defined) Parent Landlord shall have the right to possession of the demised premises (whether or not the Parent Lease shall be terminated), Parent Landlord agrees that Tenant shall not be disturbed in its possession under the Sublease except for such cause as would entitle Landlord to terminate the Sublease, under the terms of the Sublease, and if Tenant is not then in terminable default under the Sublease (as hereinafter defined), and in consideration of Tenant agreeing to recognize Parent Landlord as its landlord under the Sublease pursuant to Paragraph 2 below, Parent Landlord shall not disturb Tenant's possession of the demised premises under the Sublease, and shall perform and observe all of the obligations imposed by the Sublease upon Landlord, except that Parent Landlord shall not be liable for any prepaid rent or security deposit not turned over to Parent Landlord and except further that Parent Landlord shall only be obligated to carry out all of the obligations of Landlord under the Sublease during Parent Landlord's ownership.
2. Tenant shall recognize Parent Landlord as its Landlord under the Sublease during Parent Landlord's ownership.
3. As used herein, "terminable default" shall mean that Tenant shall be in default under the Sublease, which default has not been cured by Tenant within any applicable grace or cure period, after receipt of any notice of default required to be given under the terms of the Sublease, and Landlord shall then have the right to terminate the Sublease under Article XV thereof.
4. Parent Landlord hereby consents to the execution of the Sublease.
5. This Agreement may be recorded by Tenant in the public real estate records, and shall be binding upon the successor-in-title and other successors and

** Lloyd's Ventures Limited Partnership, an Illinois Limited Partnership, the sole beneficiary of
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assignees of Landlord and Parent Landlord, and shall inure to the benefit of and be binding upon the successors and assigns of Tenant.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as a sealed instrument as of the _____ day of April, 2000.

This instrument is governed by the laws of the State of Illinois. Any action or suit brought hereunder shall be brought in the County of Cook, Illinois. The undersigned hereby certifies that the execution of this instrument is in accordance with the laws of the State of Illinois. The undersigned hereby certifies that the execution of this instrument is in accordance with the laws of the State of Illinois. The undersigned hereby certifies that the execution of this instrument is in accordance with the laws of the State of Illinois.

PARENT LANDLORD: LaSalle Bank National Association
successor trustee
LaGrange State Bank, an Illinois banking corporation, As Trustee under Trust Agreement dated March 1, 1978 and known as Trust No. 4772 and not personally

WITNESSES:
Attestation not required by LaSalle Bank National Association Bylaws

By *Sebastian C. Lascaris*
Asst. Vice President

TENANT:
Capital Fitness, Inc.
By *[Signature]*
BY EVAN RAYMAN NOT INDIVIDUALLY
ATTEST: BUT AS VICE PRESIDENT
OF CAPITAL FITNESS, INC.
By _____

WITNESSES:
[Signature]
[Signature]

(Corporate Seal)

WITNESSES:
Ann M. Inereno

LANDLORD:
LYONS VENTURES LIMITED PARTNERSHIP
by Lyons Ventures, Inc., Its
General Partner
By *[Signature]*
Robert H. Lane President

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STATE OF Louisiana
COUNTY OF East Baton Rouge

On the 24 day of July, 2013, before me personally came Robert H. Lane, 2000, to me known, who, being by me duly sworn, did depose and say that he resides at Boston, Massachusetts; that he is the President of LaOrange State Bank, as Trustee, described in and which executed the above instrument in its capacity as President of LaSalle National Bank, as Trustee, and that he signed his name thereto by order of said Trust Lyons Venture, Inc., general partner of Lyons Ventures Limited Partnership.

[Signature]
Notary Public

My Commission Expires: At Death (SEAL)

State of Illinois) ss
County of Cook)

On the 5th day of July in the year 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared [Signature] personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed this instrument.

Marcia E. Hernandez
Notary Public



STATE OF Louisiana
COUNTY OF East Baton Rouge

On the 24 day of July, 2013, before me personally came Edwin M. Rayner, 2000, to me known, who, being by me duly sworn, did depose and say that he resides at Baton Rouge, LA; that he is the Vice President of Capital Firm, Inc, described in and which executed the above instrument in its capacity as Vice President of Capital Firm, Inc. and that he signed his name thereto by order of said Vice President.

[Signature]
Notary Public

My Commission Expires: At Death (SEAL)

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EXHIBIT A-1LEGAL DESCRIPTION

That part of the Northeast quarter of Section 1, Township 30 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the intersection of the North line of 40th Street and the East line of Powell Avenue for a place of beginning; thence North along the East line of Powell Avenue a distance of 680 feet to the South line of Pershing Road, said point being also the Northwest corner of Lot 11 in Goldblatt's Resubdivision of part of vacated Haas and Powell's Addition to Riverside, thence East along the North line of Lot 11 a distance of 245.75 feet to the Northeast corner of Lot 11; thence South along the East line of Lot 11 a distance of 331.5 feet to the South line of Goldblatt's Resubdivision, being also the North line of the South half of the East 10.06 acres of the North 30 acres of the Northeast quarter of Section 1; thence East along said last described line a distance of 245.75 feet to the West line of Harlem Avenue as indicated by Haas and Powell's Subdivision; thence South along the West line of Harlem Avenue a distance of 348.5 feet to the North line of 40th Street; thence West along the North line of 40th Street a distance of 491.50 feet to the place of beginning.

Address: 3938 S Harlem
Lyons, IL 60534

Tax ID: 18-01-204-002
18-01-204-003

Prepared by: Gary Buckman
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Newton Centre, MA 02459

Return to: Louis Quinn, Jr.
Jones Walker
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