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Doc# 1722141039 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/09/2017 10:42 AM PG: 1 OF 5

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Prepared by and after recording, please mail to:

LaRue Little Office of the General Counsel Chicago Housing Authority 60 E. Van Buren Street, 12th Floor Chicago, Illinois 60605

NONDISTURBANCE, ATTORNMENT AND ASSUMPTION AGREEMENT

This Nondisturbance, Attornment and Assumption Agreement (this "Agreement") is entered into as of July 31, 2017 by and among the CHICAGO HOUSING AUTHORITY ("CHA"), an Illinois municipal corporation, and Youngyuth Opthuam and Wantanee Patcharasakmongkul (collectively, "Tenant").

A. Tenant is the tenant under a certain Lot Lease Assignment (the "Assignment") dated July 31, 2017 and executed by and between ERIC M. SCHULTZ and JENNIFER B. SCHULTZ, as Settlers and Initial Trustees of the Revocable Living Trust Agreement of Eric M. Schultz and Jennifer B. Schultz (collectively, "Assignor") and Tenant (in their capacity as "Assignees"). The Assignor assigns to Tenant all of the Assignor's right and interest: (1) under the Residential Lot Lease, dated March 27, 2008 by and between Orchard Park Limited Partnership ("Landlord") and the Assignor or a predecessor in interest of assignor; (2) the Declaration of Easement and Restrictions and Covenants for Orchard Park dated as of December 30, 1996 ("Declaration"); and (3) under that certain Ground Lease Agreement between Orchard Park Limited Partnership and the CHA dated as of February 10, 1995, a Memorandum of which was recorded on April 27, 1995 as Document No. 95278768, and as amended pursuant to Memorandum dated July 1, 1996, and recorded on September 6, 1996 as Document No. 96683221, and further amended by that Second Amendment to the Ground Lease dated December 30, 1996, a Memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on December 31, 1996 as Document No. 96983508 and as may be amended, modified and supplemented from time to time (the "Master Lease"); and (4) to all Improvements (as defined in the "Master Lease").

B. Tenant accepts the assignment and assumes and agrees to pay, perform and observe all covenants, agreements and obligations of Assignor under the Lot Lease and Master Lease, as amended from time to time, accruing from and after the date of the Assignment.

Vertical stamp: S P S SCY INT with handwritten marks

ATGF, INC.

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C. The Assignment is subject to and subordinate to the terms, covenants, agreements and conditions in (i) that certain Master Lease; and (ii) the Declaration of Easements, Restrictions and Covenants for Orchard Park dated as of December 30, 1996 and recorded in the Office of the Cook County Recorder of Deeds on December 31, 1996 as Document Number 9698509 and as may be amended, modified and supplemented from time to time (the "Declaration").

D. So long as Tenant is not in default under the Assignment and the obligations assumed under the Master Lease, as amended from time to time, with respect to the Premises and Tenant further observes and performs its obligations under this Agreement, in the event of a termination of the Master Lease, amended from time to time, Section 9.01(b)(iv) of the Master Lease, amended from time to time, provides that CHA shall grant Tenant a non-disturbance agreement in favor of Tenant and its mortgagee or lender, provided Tenant enters into an attornment and assumption agreement with CHA.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Nondisturbance.** In the event of the termination of the Master Lease, as amended from time to time, and so long as Tenant is not in default under the Assignment and the obligations assumed under the Master Lease, as amended from time to time, with respect to the Premises, and Tenant further observes and performs its obligations under this Agreement, then CHA hereby agrees to recognize: (i) the right of Tenant to the quiet undisturbed enjoyment of all of Tenant's rights and privileges under the Assignment, including, but not limited to, the right of possession of the Premises and the Improvements (as defined in the Master Lease, as amended from time to time) and (ii) Tenant's right to the use and enjoyment of all the benefits granted to Tenant under the Declaration, including, but not limited to Tenant's right to administer and enforce the terms and conditions of the Declaration.

2. **Limitation.** Notwithstanding anything to the contrary contained herein and anything to the contrary contained in the Master Lease, as amended from time to time, or the Assignment, Tenant agrees that CHA shall not be (i) subject to any credits, offsets, defenses, claims of counterclaims which Tenant might have against the Partnership or the Association (as both are defined in the Declaration), (ii) bound by any rent or additional rent which Tenant shall have paid more than one month in advance to the Partnership or the Association, (iii) bound by any representations or warranties of the Partnership, (iv) bound to undertake or complete or to remedy any defects in the construction of any Improvements except for any improvements constructed by CHA, (v) bound by any amendment or modification to, or waiver of any provision of the Lot Lease or Assignment, which has not been consented to in writing by CHA, (vi) liable for any act or omission of the Partnership or the Association, or (vii) bound to undertake, perform or enforce any obligations of the Partnership or the Association under the Declaration. It is expressly understood and agreed by Tenant that CHA, its directors, officers, employees or agents, shall not be liable for monetary damages to Tenant, Tenant's mortgagees or lenders, and their successors and assigns in connection with a breach or default by the CHA under this Agreement.

3. **Attornment and Assumption.** From and after the termination of the Master Lease, as amended from time to time, Tenant hereby agrees (i) to attorn to CHA and assume all of the obligations of the Partnership as tenant under the Master Lease, as amended from time to time, provided the obligations assumed shall be those directly attributable to the Tenant's Premises and the Assignment or, if not directly attributable, then in proportion to the Percentage Interest (as defined in the Declaration) of Tenant,

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(ii) to be bound by all of the terms and provisions of the Assignment, the Master Lease, as amended from time to time, the Declaration, the Articles of Incorporation of the Association, the By-laws and Rules and Regulations (as such terms are defined in the Declaration), including Tenant's obligation for the payment of Association fees and assessments, (including Tenant's Percentage Interest share of Master Lease Rent (as set forth in the Master Lease, as amended from time to time)), as though such documents were in full force and effect, and (iii) that CHA shall have the same rights and remedies granted to the Partnership under the Assignment against Tenant for Tenant's nonperformance of any covenant, condition or provision contained in the Assignment.

4. Lender and Successors. This Agreement shall inure to the benefit of Tenant, Tenant's mortgagees or lenders, and their successors and assigns.

5. No Modification. Nothing contained in this Agreement shall be deemed or construed to modify any of the provisions of the Master Lease, as amended from time to time, as between CHA and the Partnership or to waive any of the provisions of the Master Lease, as amended from time to time, as between CHA and the Partnership or to waive any of the rights which CHA may now have or hereinafter have against the Partnership pursuant to the Master Lease, as amended from time to time.

6. Amendment to Assignment. If Tenant shall amend or modify the terms or provisions of the Assignment without CHA's written consent, CHA's obligations under this Agreement shall not be effective as to enforceable against CHA to the extent of such amendment or modification.

[SIGNATURE PAGE TO FOLLOW]

Cook County Clerk's Office

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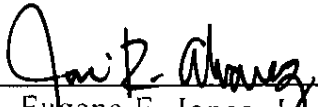
In witness whereof, the parties have executed this Agreement as of the date first written above.

TENANT:


CHA: Chicago Housing Authority,
an Illinois municipal corporation

By: 

Youngyu In Onthuam



for Eugene E. Jones, Jr.
Chief Executive Officer

By: 

Wantanee Patcharasakmongkul

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Permanent Index Number:

Property ID: 17-04-101-081-0000

Legal Description:

PARCEL 1: LEASEHOLD ESTATE CREATED BY INSTRUMENT (REFERRED TO HEREIN AS THE SUBLEASE), A MEMORANDUM OF WHICH WAS RECORDED JULY 6, 1998 AS DOCUMENT NUMBER 98574761, AS AMENDED FROM TIME TO TIME, WHICH DEMISES THE LAND BUT NOT THE IMPROVEMENTS THEREON FOR A TERM OF YEARS BEGINNING DECEMBER 30, 1996 AND ENDING DECEMBER 30, 2093; BEING A SUBLEASE OF PART OF THAT LEASEHOLD ESTATE CREATED BY INSTRUMENT DATED FEBRUARY 1, 1995 (REFERRED TO HEREIN AS THE GROUND LEASE), A MEMORANDUM OF WHICH WAS RECORDED APRIL 27, 1995 AS DOCUMENT NUMBER 95278768, AS AMENDED FROM TIME TO TIME, WHICH DEMISES THE LAND AND OTHER LAND FOR A TERM OF YEARS BEGINNING APRIL 7, 1995 AND ENDING NOVEMBER 30, 2093.

SUB PARCEL A: LOT 5 IN BLOCK 3 IN ORCHARD PARK SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1998 AS DOCUMENT 98901233 IN COOK COUNTY, ILLINOIS.

SUB PARCEL B: EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 1 AS CREATED, DEFINED AND LIMITED BY INSTRUMENT (DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ORCHARD PARK) DATED DECEMBER 30, 1996 AND RECORDED DECEMBER 31, 1996 AS DOCUMENT NUMBER 96983509 OVER, UPON AND ACROSS THE COMMON AREA (AS DEFINED AND DESCRIBED THEREIN).

SUB PARCEL C: EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCELS 1 AND 2 AS CREATED AND DEFINED AND LIMITED BY INSTRUMENT (EASEMENT AGREEMENT) RECORDED SEPTEMBER 6, 1996 AS DOCUMENT NUMBER 96683222 OVER, UPON AND ACROSS PRIVATE STREET.

PARCEL 2: IMPROVEMENTS (BUT NOT THE COMMON AREA IMPROVEMENTS) AS CREATED, DEFINED AND LIMITED BY INSTRUMENT (DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ORCHARD PARK) DATED DECEMBER 30, 1996 AND RECORDED DECEMBER 31, 1996 AS DOCUMENT 96983509 LOCATED ON THE LAND.