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AGREEMENT OF NON-DISTURBANCE AND ATTORNMENT

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Agreement made this 29th day of October, 1985, by and between Dean Grozdic ("Grozdic"), and The Cosmopolitan National Bank of Chicago, a national banking association ("Mortgagee").

WITNESSETH:

WHEREAS, Grozdic is the Purchaser under *Articles of Agreement* for Trustee's Deed dated August 30, 1985 (the "Articles") between Grozdic, as Purchaser, and The Cosmopolitan National Bank of Chicago, as trustee under trust agreement dated August 23, 1983 and known as trust no. 26634 (the "Trustee"), and Hubert R. Brummett, as Sellers, covering the property commonly known as 2346 N. Damen, in Chicago, Illinois, which property is legally described in Exhibit A attached hereto and hereby made a part hereof (the "Property"); and

WHEREAS, the Trustee, by a trust deed dated July 2, 1983 (the "Trust Deed"), and recorded in the Office of the Recorder of Cook County, Illinois as document 27172118, did convey the Property to The Cosmopolitan National Bank of Chicago, as trustee under said Trust Deed, to secure notes totalling \$425,000.00, with interest payable as therein provided, which notes are owned and held by the Mortgagee; and

WHEREAS, Grozdic has requested that Mortgagee agree not to disturb Grozdic's rights in the Property in the event Mortgagee or its successors or assigns should foreclose the Trust Deed; and

WHEREAS, Mortgagee is willing to so agree to a non-disturbance arrangement on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Mortgagee and Grozdic hereby agree as follows:

1. The Articles and all of Grozdic's right, title and interest thereto is and shall be at all times subject and subordinate in all respects to the lien of the Trust Deed and to any renewal, modification, substitution, amendment, replacement or extension of same and for all advances made or to be made under the provisions of the Trust Deed or on the notes secured thereby and for all other purposes specified therein and to any subsequent mortgage with which the Trust Deed may be spread and/or consolidated, with the same force and effect as if the Trust Deed (or any such subsequent mortgage with which the Trust Deed is so spread and/or consolidated) had been executed, delivered and recorded prior to the execution, delivery and recordation of the Articles.

2. In the event of a foreclosure of the Trust Deed or of a conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the date Grozdic receives a Trustee's Deed pursuant to the Articles and provided that as of the date Mortgagee or its successors or assigns commences such a foreclosure action or accepts such a conveyance in lieu thereof, and at all times thereafter, Grozdic is in compliance with the terms and provisions of this Agreement and is not in default in the performance or observance of any of the terms, covenants, provisions, representations, warranties, agreements, conditions and obligations contained in the Articles to be performed or observed by Grozdic thereunder, Mortgagee does hereby agree (subject to the observance and performance by Grozdic of all of the terms, covenants and conditions of the Articles as modified hereby on the part of Grozdic to be observed or performed) as follows:

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(a) No default under the Trust Deed, as modified, extended, increased, spread or consolidated, and no proceeding to foreclose the same, and no conveyance in lieu of foreclosure thereof, will disturb Grozdic's rights to possession or possession of the Property under the Articles and the Articles will not be affected or cut off thereby, except to the extent herein provided; and

(b) The Articles shall continue in full force and effect and Mortgagee, its successors or assigns, or any other party (the "Foreclosure Purchaser") acquiring the Property upon foreclosure sale, as the case may be, shall automatically recognize the Articles (as modified hereby) and Grozdic's rights thereunder and will thereby establish direct privity of estate and contract as between Mortgagee, its successors or assigns, or the Foreclosure Purchaser, as the case may be, and Grozdic, with the same force and effect as though the Articles (as modified hereby) were originally made directly from Mortgagee, its successors or assigns, or the Foreclosure Purchaser, in favor of Grozdic, but not in respect of any amendment to the Articles not previously approved in writing by Mortgagee or its successors or assigns.

3. Notwithstanding the foregoing provisions of Paragraph 2 hereof, in the event of the commencement of an action to foreclose the Trust Deed or a conveyance in lieu of a foreclosure, Mortgagee and Grozdic agree that neither Mortgagee, its successors or assigns, nor the Foreclosure Purchaser shall in any way or to any extent (i) be obligated or liable to Grozdic for any prior act, omission or default on the part of the Sellers, their successors or assigns under the Articles, or (ii) be obligated or liable to Grozdic with respect to the construction and completion of any improvements on the Property for Grozdic's use, enjoyment or occupancy; and Grozdic shall have no right to assert any of the foregoing or any damages arising therefrom as an off-set or defense against Mortgagee, its successors or assigns, or the Foreclosure Purchaser.

4. Without limitation of the foregoing, Grozdic further agrees as follows:

(a) That in the event of the commencement of an action to foreclose the Trust Deed or of a conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the date Grozdic receives a Trustee's Deed to the Property, including any extensions and renewals of the Articles now provided thereunder, Grozdic hereby covenants and agrees to make full and complete attornment to Mortgagee, its successors or assigns, or to the Foreclosure Purchaser, as the case may be, for the balance of the term of the Articles, including any extensions and renewals thereof now provided thereunder, upon the same terms, covenants and conditions as therein provided (except to the extent modified as aforesaid), so as to establish direct privity of estate and contract as between Mortgagee or its successors or assigns, or the Foreclosure Purchaser, as the case may be, and Grozdic, with the same force and effect as though the Articles were originally made directly from Mortgagee or its successors or assigns, or the Foreclosure Purchaser, as the case may be, to Grozdic, and Grozdic will thereafter make all payments under the Articles thereafter directly to Mortgagee or its successors or assigns or to the Foreclosure Purchaser, as the case may be.

(b) That from and after the date hereof, Grozdic shall deliver to Mortgagee or its successors or assigns a copy of any notice or statement given by Grozdic to Sellers under the Articles at the same time such notice

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or statement is delivered to the Sellers under the Articles.

(c) That in the event of any act or omission by Sellers under the Articles (as modified hereby) which would give Grozdic the right to terminate the Articles or to claim a partial or total eviction or other breach of Seller's obligations under the Articles, Grozdic will not exercise any such right until (i) it has given written notice of such act or omission to Mortgagee or its successors or assigns, and (ii) Mortgagee, or its successors or assigns, shall, following the giving of such notice, have failed with reasonable diligence to commence and to pursue reasonable action to remedy such act or omission.

(d) That Grozdic will in no event (i) modify, amend or alter any of the terms, covenants, provisions, representations, warranties, agreements, conditions and obligations of the Articles in any manner, (ii) assign its interest in the Articles, or (iii) permit its interest under the Articles to be assigned by operation of law or otherwise, without the express prior written consent of the Mortgagee, or its successors or assigns.

(e) That Grozdic will in no event subordinate or agree to subordinate the Articles to any other lien or encumbrance affecting the Property without the express written consent of the Mortgagee or its successors or assigns, and any such subordination or agreement to subordinate without such consent of Mortgagee or its successors or assigns, shall be void and of no force and effect.

7. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Trust Deed.

8. No modification, amendment, waiver or release of any provision of this Agreement of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

9. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Mortgagee to Grozdic shall be deemed to have been properly given if served in person or if sent by United States certified mail, postage prepaid, addressed to Grozdic at:

2346 N. Damen
Chicago, Illinois 60647

with a copy to:

Michael Konieczki
6859 W. Archer Avenue
Chicago, Illinois 60638

or to such other address as Grozdic may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by Grozdic to Mortgagee shall be deemed to have been properly given if served in person or if sent by United States certified mail, postage prepaid, addressed to Mortgagee at:

801 N. Clark Street
Chicago, Illinois 60610

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with a copy to:

Mark R. Rosenbaum
Reif and Rosenbaum
Suite 1340
205 W. Randolph Street
Chicago, Illinois 60610

or to such other address as Mortgagee may from time to time designate by written notice to Grozdic given as herein required. Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder two (2) days after the time such notice, demand or requests shall be deposited in the mails.

10. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations and liabilities of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned; and provided further that the interest of Grozdic under this Agreement may not be transferred or assigned, by operation of law or otherwise, without Mortgagee's, or its successors' or assigns' prior written consent.

11. Grozdic acknowledges and agrees that this Agreement satisfies any condition or requirement in the Articles relating to a non-disturbance agreement.

IN WITNESS WHEREOF, Mortgagee and Grozdic have respectively executed this Agreement as of the day and year first above written.

The Cosmopolitan National Bank
of Chicago

By: Katherine Schmitt
Its Vice President

Dean Grozdic
Dean Grozdic

Attest: Frank J. King
Its Secretary

AGREEMENT BY OWNER

The undersigned, as First Party under the Trust Deed, agrees for itself and for its successors and assigns that (i) the foregoing Agreement does not constitute a waiver or partial waiver by the Mortgagee of any of its rights under the Trust Deed and (ii) said Agreement does not in any way release the undersigned, and, if applicable, the beneficiaries thereof, from their obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of the Trust Deed, and that each of same remain in full force and effect and must be complied with by the First Party, and, if applicable, the beneficiaries thereof, thereunder, and (iii) it will not take any action contrary to or inconsistent with the provisions of the foregoing Agreement.

Exemption provision restricting any liability of The Cosmopolitan National Bank of Chicago, stamped on the reverse side hereof, is hereby expressly made a part hereof.

The Cosmopolitan National Bank of
Chicago, as trustee as aforesaid, and
not personally, under trust no. 26634

By: Rose M. Trulini
Its Assistant Vice President & Asst. Trust Officer

Attest: John J. Casella
Its Assistant Trust Officer

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Executed and delivered by The Metropolitan National Bank of Chicago, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described parties, and it is expressly understood and agreed by the parties hereto, on this date of this date, and notwithstanding, that each and all of the herein described parties hereto, in the herein made, are made and intended not as a legal tender or payment of the Trustee, or for the purpose of binding the Trustee, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be imposed or enforced against said Trustee on account hereof or on account of any understanding or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Katharina Schmidt, Vice-President of The Cosmopolitan National Bank of Chicago, and Grace F.Kono, Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of November 19 85.

[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Dean Grozdic 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 his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of Nov, 19 .

[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Trust Officer and Assistant Trust Officer of The Cosmopolitan National Bank of Chicago, as trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as trustee as aforesaid for the uses and purposes therein set forth.

Assistant

Given under my hand and notarial seal this 13th day of November, 1985.

[Signature]
Notary Public

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This instrument was prepared by
and should be mailed to:

Mark R. Rosenbaum
Reif and Rosenbaum
Suite 1340
205 W. Randolph Street
Chicago, Illinois 60606

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2346 N. Damen, Chicago, Illinois 60647

and legally described as:

Lot 34 in Block 1 in Vincent, a Subdivision of the Northeast 1/4 of the Northwest 1/4 (except railroad) of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.R.I.N. 14-31-110-025-0000 *Law*

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Exhibit "A"

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