

THIS INSTRUMENT PREPARED BY:

Irwin I. Gzesh

Sachnoff Weaver & Rubenstein, Ltd. 8 6 4 5 4 5 4

30 S. Wacker Drive - 29th Floor

Chicago, IL 60606

Mail to: Recorder's Box 367

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NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Non-Disturbance and Attornment Agreement entered into as of this 20th day of May, 1986, by and between G & S SUPPLY COMPANY, INC., d/b/a LDR Industries, an Illinois corporation (hereinafter referred to as "Lessee"), and INTERFIRST BANK DALLAS, N.A., a national banking association (hereinafter referred to as "Mortgagee").

RECITALS:

A. Tenant entered into a Lease Agreement ("Lease") dated as of May 20, 1986 with American National Bank, as Trustee under Trust No. 62440 and Cicero Joint Venture, a Texas partnership and sole beneficiary of the aforesaid Trust (collectively "Lessor") covering certain portions, including the entire fourth floor, of the premises located at 5000 West Roosevelt Rd, Chicago, Illinois ("Premises") legally described on Exhibit A attached hereto.

B. Mortgagee claims an interest in the real property of which the Premises are a part pursuant to a certain Mortgage ("the Mortgage") between Mortgagee and Lessor dated October 25, 1984 and recorded on October 26, 1984 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 27312670.

C. The parties hereto intend to establish certain rights of quiet and peaceful possession and use of the Premises for the benefit of Lessee and further to define the terms, covenants and conditions pertaining to such rights.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Except as hereinafter provided, the Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage and to any future mortgage or mortgages affecting the Premises held by the Mortgagee.

2. Mortgagee agrees that so long as the Lease remains in full force and effect and Lessee is not in default in the performance of any of its obligations thereunder, including the obligation to make rental payments when and as such payments become due (or any period within which Lessee may cure such default has not expired), Mortgagee shall not disturb or other-

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wise interfere with Lessee's possession and quiet enjoyment of the Premises, nor shall any of the rights and privileges of Lessee under the Lease, or any renewal or extension thereof, be in any manner diminished or affected by the Mortgagee, all notwithstanding any default by Lessor under the Mortgage or other instrument under which Mortgagee claims an interest in the said Premises or the real property underlying the Premises.

3. In the event the Mortgage is foreclosed for any reason or the Mortgagee receives a deed in lieu of foreclosure, and the Mortgagee thereafter succeeds to the interest of the Landlord under the Lease, Lessee shall attorn and be bound to the Mortgagee under all of the terms and conditions of the Lease for the balance of the term thereof then remaining, with the same force and effect as if the Mortgagee were the Lessor thereunder, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon the Mortgagee succeeding to the interest of Lessor under the Lease. The respective rights and obligations of the Lessee and the Mortgagee upon any such attornment shall be to the extent of the remaining balance of the term of the Lease, and any extension or renewal thereof, the same as now set forth therein as the respective rights and obligations of Lessee and Landlord thereunder, it being the intention of the parties hereto for this purpose to incorporate by this reference the Lease into this instrument with the same force and effect as if fully set forth herein.

4. In the event that the Mortgage is foreclosed for any reason or the Mortgagee receives a deed in lieu of foreclosure, and the Mortgagee thereafter succeeds to the interest of the Lessor under the Lease, the Mortgagee shall be bound to the Lessee under all of the terms and conditions of the Lease with the same force and effect and to the same extent as if the Mortgagee was the Landlord thereunder. In no event, however, shall the Mortgagee be liable for any act or omission of, or be subject to any offsets or defenses which the Lessee might have against, any prior Landlord.

5. Where the Lessee is required under the Lease to send notice to the Landlord thereunder, copies of such notice shall also be sent to the following address:

InterFirst Bank Dallas, N.A.
901 Main Street
Dallas, Texas 75202
Attn: Todd A. Smith

or at such other address or addresses as the Mortgagee may from time to time designate in writing.

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6. The terms, covenants and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, and, without limiting the generality of this paragraph, the term "Mortgagee" shall additionally refer to any person or entity acquiring the interests of the Lessor as a result of any foreclosure or other action or proceeding instituted under or in connection with the Mortgage and the term "Mortgage" shall additionally refer to the Mortgage and any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgages and any future mortgage affecting the Premises held by the Mortgagee.

IN WITNESS WHEREOF, this Non-Disturbance and Attornment Agreement was executed and delivered as of the date first above written.

G & S SUPPLY COMPANY, INC.,
an Illinois corporation

[SEAL]

ATTEST:

[Signature]
Secretary

By: [Signature]
President

[SEAL]

ATTEST:

Secretary

INTERFIRST BANK DALLAS, N.A.

By: [Signature]
President

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Exhibit " A "

TRACT 1

LEGAL DESCRIPTION

That part of the East half of Section 16, Township 39 North, Range 13 East of the Third principal Meridian, described as follows: COMMENCING at the North West corner of South Cicero Avenue and West Roosevelt Road, said point being 33 feet West of the East line and 33 feet North of the south line of said Section 16 and running thence North along the West line of South Cicero Avenue and 33 feet West of and parallel with the East line of Section 16, a distance of 539.34 feet to the point of intersection of said West line with the Southerly line of a strip of land 300 feet in width lying South of and adjoining the abandoned right-of-way of the St. Charles and Mississippi Air Line Railroad; thence Westerly along said Southerly line at an angle of 98 degrees 00 minutes 30 seconds with said West line of South Cicero Avenue, a distance of 1295.51 feet to a point which is 1320 feet Easterly (measured along said Southerly line) from the point of intersection of said Southerly line with the original East line of South 52nd Avenue (now South Laramie Avenue), said line being 40 feet East of the North and South Quarter Section line of said Section 16; thence Southerly at right angle to said Southerly line, a distance of 75 feet; thence Westerly parallel to said Southerly line, a distance of 1279.13 feet to a point in the East line of South Laramie Avenue, as widened, said line being 70 feet East of and parallel to the North and South Center line of Section 16; thence South on said East line of South Laramie Avenue, as widened, a distance of 806.15 feet to the point of intersection of said East line with the North line of Roosevelt Road; thence East along the North line of West Roosevelt Road and 33 feet North of and parallel with the South line of said Section 16, a distance of 2559.81 feet to the place of beginning, in Cook County, Illinois.

EXCEPTING THEREFROM THE FOLLOWING:

That part of the East half of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

CLERK

COOK COUNTY, ILLINOIS

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The undersigned, _____, Clerk of the Board of Supervisors of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the _____ as the same appears in the records of the Board of Supervisors of Cook County, Illinois.

Witness my hand and the seal of the Board of Supervisors of Cook County, Illinois, this _____ day of _____, 19____.

CLERK OF THE BOARD OF SUPERVISORS

2025

COOK COUNTY, ILLINOIS

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Exhibit " A "

TRACT 1

LEGAL DESCRIPTION (cont.)

COMMENCING at the Northeast corner of South Laramie Avenue and West Roosevelt Road, said point being 33 feet North of and the South line of Section 16 and 70 feet East of the North and South center line of said Section 16 and running thence North along the East line of South Laramie Avenue, as widened, said line being 70 feet East of and parallel with said North and South center line, for a distance of 206.15 feet to the point of intersection of said East line of South Laramie Avenue with the Southerly line of the right-of-way of the Chicago, Great Western Railroad Company, said line being 375 feet Southerly, at right angle measurement, of the Southerly line of the right-of-way as located and laid out (but now abandoned) of the St. Charles and Mississippi Air Line Railroad; thence Easterly along said Southerly right-of-way line, said line forming an angle of 81 degrees 58 minutes 30 seconds with the said East line of South Laramie Avenue, for a distance of 82.76 feet to a point; thence Easterly on a line which forms an angle of 11 degrees 44 minutes with a prolongation of said last described line for a distance of 84.57 to a point of curve; thence Southeasterly on a curved line tangent to said last described line, convex to the Northeast and having a radius of 330 feet, for a distance of 404.56 feet to a point of tangency in a line which is 380 feet, East of and parallel with the East line of South Laramie Avenue, as widened (said 380 feet being measured on the North line of West Roosevelt Road); thence South along said last described parallel line a distance of 458.16 feet to said North line of West Roosevelt Road; thence West along said North line of West Roosevelt Road, a distance of 380 feet to the place of beginning.

AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING at a point in the North line of West Roosevelt Road, which is 380 feet East of the North East corner of South Laramie Avenue, as widened, said point being 33 feet North of the South line of said Section 16 and 450 feet East of the North and South center line of said Section 16, and running thence North parallel with the East line of South Laramie Avenue, as widened, a distance of 458.16 feet to a point of curve; thence Northwesterly on a curved line tangent to said last described line convex to the Northeast, and having a radius of 330 feet, for a distance of 404.56 feet to a point of tangency; thence Westerly on a line which is tangent to said last described curved line, a distance of 84.57 feet to a point in the Southerly line of the right-of-way of the Chicago Great Western Railroad Company, said last described line forms an angle of 11 degrees 44 minutes with the said Southerly right-of-way line, said point being 82.76 feet Easterly of the point of

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Exhibit " A "

TRACT I

LEGAL DESCRIPTION (cont.)

intersection of said East line of South Laramie Avenue, as widened, with the said Southerly right-of-way line (measured along said right-of-way line); thence Easterly along the Southerly right-of-way line, said line being 375 feet Southerly, at the right angle measurement of the Southerly line of the right-of-way, as located and laid out (but now abandoned) of the St. Charles and Mississippi Air Line Railroad, for a distance of 298.04 feet to a point; thence Easterly on a line which forms an angle of 7 degrees 09 minutes 10 seconds (measured Southerly from said right-of-way line) a distance of 165.10 feet to a point of curve; thence Southeasterly on a curved line tangent to said last described line, convex to the North East and having a radius of 330 feet for a distance of 450.94 feet to a point of tangency in a line which is 780 feet East of and parallel with the said East line of South Laramie Avenue, as widened, (measured on the North line of West Roosevelt Road); thence South on the last described parallel line, a distance of 396.88 feet to a point in the said North line of West Roosevelt Road; thence West on said North line of West Roosevelt Road, a distance of 400 feet to the place of beginning.

Permanent Index Number Tract I: -16-16-310-010

J. J.

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Exhibit " A "

TRACT II

LEGAL DESCRIPTION

All that part of the South East quarter of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

COMMENCING at a point on the Northerly line of a strip of land described in document 3049095, said point being 853.317 feet (as measured along said Northerly line) Easterly of the point of intersection of said Northerly line with a line drawn 40.00 feet (measured perpendicularly) East of and parallel with the West line of the South East quarter of said Section; thence South 7 degrees 36 minutes 10 seconds West along a line drawn perpendicularly to said Northerly line, 225.00 feet to the point of intersection with the Southerly line of a strip of land described in document 4133136; thence South 82 degrees 23 minutes 50 seconds East along said Southerly line 487.387 feet to the point of intersection with the Easterly line of the aforesaid strip of land described in said document 4133136; thence North 7 degrees 36 minutes 10 seconds East along said Easterly line 75.00 feet to the point of intersection with the Southerly line of the aforesaid strip of land described in said document 3049095; thence South 82 degrees 23 minutes 50 seconds East along said Southerly line, 1295.424 feet to the point of intersection with the West line of South Cicero Avenue (being a line 33.00 feet West of and parallel with the East line of the South East quarter of said Section 16); thence North 0 degrees 22 minutes 25 seconds West along said West line, 151.465 feet to the point of intersection with the Northerly line of the aforesaid strip of land described in document 3049095; thence North 82 degrees 23 minutes 50 seconds West along said Northerly line, 1762.241 feet to the place of beginning, in Cook County, Illinois.

Permanent Index Number Tract II: -16-16-411-002

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a Notary Public, in and for said County and State, personally came LARRY GREENSPAN, and NENNIS GREENSPAN, to me known, who, being by me first duly sworn, did depose and say that they are the Vice President and Secretary, respectively, of G & S SUPPLY COMPANY, INC., an Illinois corporation, the corporation described in and which executed the above instrument; that they did sign and deliver the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given to them, as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 8th day of July, 1986.

Theresa A. Alexander
Notary Public

[SEAL]

My Commission Expires: Feb. 14, 1990

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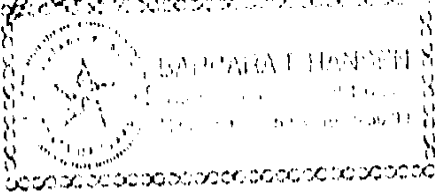
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STATE OF)
) SS.
COUNTY OF)

Before me, a Notary Public, in and for said County and State, personally came William J. Finkbeiner and Dr. Vice President, to me known, who, being by me first duly sworn, did depose and say that they are the President and Secretary, respectively, of INTERFIRST BANK DALLAS, N.A., a national banking association, the entity described in and which executed the above instrument; that they did sign and deliver the said instrument as the President and Secretary respectively of said entity, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said entity, as their free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 22nd day of September, 1986.



Barbara T. Hansen
Notary Public

[SEAL]

My Commission Expires: 5/30/90

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