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NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

This Agreement is made this 15th day of ~~June~~ ^{September}, 1986, by and between American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement dated December 17, 1984 and known as Trust Number 63140 (the "Landlord"), Buddy Bear Management, Inc., an Illinois corporation (the "Tenant"), and LaSalle National Bank and Lloyd's Bank PLC, formerly known as Lloyd's Bank International, Limited (collectively the "Mortgagees").

W I T N E S S E T H:

WHEREAS, the Mortgagees are co-mortgagees under that certain Mortgage and Security Agreement dated December 1, 1985 made by Landlord and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 31, 1985 as document number 85345496, rerecorded on February 14, 1986 as document number 86065972 and registered in the Office of the Registrar of Titles on February 14, 1986 as document number LR3496307 (the "Mortgage") covering the real estate described as Exhibit A attached hereto (the "Real Estate"); and

WHEREAS, pursuant to that Lease dated as of January 14, 1986, Landlord did lease to Tenant a portion of the Real Estate (the "Leased Premises"); and

WHEREAS, the parties desire, for their mutual advantage, to enter into this Non-Disturbance, Attornment and Subordination Agreement.

NOW, THEREFORE, in and for consideration of the mutual covenants set forth below, and for other valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Lease is subordinate to the Mortgage and nothing herein shall be construed as a subordination of the Mortgage to the Lease.
2. So long as Tenant is not in default in the payment of rent or additional rent or in the performance of any of the terms or covenants of the Lease, Tenant's possession of the Leased Premises shall not be disturbed by Mortgagees. In the event the Mortgage is foreclosed for any reason and the Mortgagees succeed to the interest of the landlord under the Lease, then, so long as Tenant is not in default under the Lease, the Mortgagees shall honor all of the terms of the Lease, provided, however, that in no event shall Mortgagees be liable for any act or omission of any prior landlord, be subject to offsets or defenses which the Tenant might have against any prior landlord, or be bound by any pre-paid Minimum Rent, Percentage Rent or other rent which the Tenant might have paid to any prior landlord.
3. In the event the Mortgage is foreclosed for any reason and Mortgagees succeed to the interest of the landlord under the Lease, Tenant shall be bound to the Mortgagees under all of the terms of the Lease for the balance of the term thereof remaining, with the same force and effect as if the Mortgagees were the landlord under the Lease, and Tenant hereby attorns to the Mortgagees as its landlord, such attornment to be effective and self-operative, without the execution of any further instruments on the part of either of the parties hereto, immediately upon the Mortgagees succeeding to the interest of the landlord under the Lease. The respective rights and obligations of the Tenant and the Mortgagees upon such attornment shall to the extent of the then remaining balance of

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the term of the Lease be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

4. Tenant will notify the Mortgagees of any default of Landlord which would entitle Tenant to cancel the Lease or abate the rent payable thereunder, and agrees that notwithstanding any provision of the Lease no notice of cancellation thereof shall be effective unless the Mortgagees have received the notice aforesaid and have failed within 30 days of the date thereof to cure or if the default cannot be cured within 30 days have failed to commence and to diligently prosecute the cure of Landlord's default which gave rise to such right of cancellation.

5. Tenant shall not during the term of the Lease, as extended, mortgage its leasehold without prior written permission of the Mortgagees.

6. No amendment of the Lease shall be effective as against the Mortgagees without the prior written consent of the Mortgagees.

7. This Agreement may be assigned, in whole or in part, by the Mortgagees without the consent of the Tenant, but may be assigned by the Tenant only to such successors or assigns as are expressly permitted and authorized under the Lease, and it shall inure to the benefit of and shall be binding upon those successors and assigns of the Tenant and the Mortgagees.

8. This agreement will cease to be effective when the Lease, with its extensions, is terminated.

9. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of American National Bank and Trust Company of Chicago, as Trustee as aforesaid (the "Trustee") while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against American National Bank and Trust Company of Chicago on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first above mentioned.

LANDLORD: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated December 17, 1984 and known as Trust Number 63140

By: _____
Its: _____ VICE PRESIDENT

ATTEST:

By: _____
Its: Secretary

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TENANT: BUDDY BEAR MANAGEMENT, INC.,
an Illinois Corporation

By: *L. Kelly De Haeth*
Its: President

ATTEST:

By: *L. Kelly De Haeth*
Its: Secretary

MORTGAGEES:

LASALLE NATIONAL BANK, as Trustee

By: *James H. Weller*
Its: Asst. Vice President

ATTEST:

By: *J. K. ...*
Its: Secretary
Asst.

LLOYD'S BANK PLC, formerly known as Lloyd's
Bank International, Limited

By: *W. M. Redding*
Its:

ATTEST:

By: _____
Its: Secretary

By: *Joellen Bunde*
Vice President

This instrument was prepared by:

Sharon A. Streich
Lord, Bissell & Brook
115 S. LaSalle Street
Chicago, IL 60603

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10/10/09

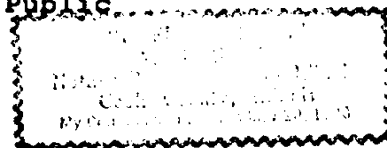
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, A. G. GOZAK a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that SARAH H. WEBB Assistant Vice President
of LASALLE NATIONAL BANK, and J. A. D. SILVER
Assistant Secretary thereof, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument
as such Assistant Vice President and Assistant Secretary
respectively, appeared before me this day in person and acknowledged
that they signed and delivered 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
said Assistant Secretary did also then and there acknowledge
that he as Custodian of the corporate seal of said Bank did
affix said 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 16th day
of September, 1986.

A. G. Gozak
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
H.W. Redding personally known to me to be
the Vice President and JoEllen Bender
personally known to me to be the Vice President
of LLOYD'S BANK PLC, and personally known to me to be the same
persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged
that as such Vice President and Vice President
they signed and delivered the said instrument and
caused the banking seal of said bank to be affixed thereto,
as their free and voluntary act, and as the free and voluntary
act and deed of said bank, for the uses and purposes therein
set forth.

Given under my hand and official seal, this 15th day of
September, 1986.

W. J. DeLuca
Notary Public
My Commission Expires: 1-7-88

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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 _____ personally known to me to be the _____ President and _____ personally known to me to be the _____ Secretary of BUDDY BEAR MANAGEMENT, INC., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, 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.

Given under my hand and official seal, this _____ day of _____, 1986.

Notary Public
My Commission Expires: _____

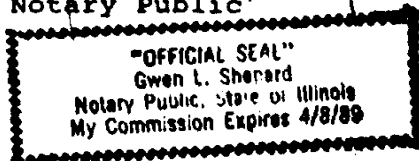
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named J. MICHAEL WHELAN Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A National Banking Association, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ Vice President and Assistant 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 National Banking Association for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said National Banking Association caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notary Seal,

Date: Sept 16, 1986

Gwen L. Sheard
Notary Public

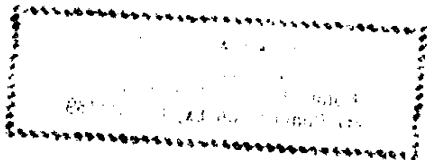


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EXHIBIT A

PARCEL 1:

That part of the East 1/2 of the Southwest 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point on the West line of the East 33 feet of the Southwest 1/4 of Section 29 Township 38 North, Range 14 East of the Third Principal Meridian said point being 7.00 feet South of the South line of the North 1/4 of the East 1/2 of the Southwest 1/4 of said Section 29, thence South along the West line of the East 33 feet of said Southwest 1/4 of Section 29, (said line also being the West line of Racine Avenue) to the South line of the North 25 feet of Lot 2 in William Radda's Subdivision of Block 25 (except the West 125.00 feet) in Jones's Subdivision of the West 1/2 of said Section 29, (except certain tracts conveyed) according to the plat of said William Radda's Subdivision registered as Document No. 343920, said point being 226.70 feet North of the North line of 77th Street; thence West along the South line of the North 25 feet of Lot 2, aforesaid to the West line of said Lot 2; thence North along the west line of Lot 2, the West line of Lot 1, in said subdivision of Block 25, aforesaid, and said West line of Lot 1 extended North to the South line of the North 15 chains of said Southwest 1/4 of Section 29 thence West along the South line of the North 15 chains of said Southwest 1/4 of Section 29, a distance of 397.06 feet more or less to the East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29, thence North along said East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29, a distance of 334.80 feet more or less to the South line of West 76th Street as opened by condemnation per Document No. 12300011; thence East along said South line of West 76th Street to a point on said line, being 14.72 feet West of the West line of the East 33 feet of the Southwest 1/4 of said Section 29, thence Southeasterly along a diagonal line to the point of beginning.

PARCEL 2:

Lots Thirty One (31), Thirty Two (32), Thirty Three (33), Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), Thirty Eight (38), Thirty Nine (39), Forty (40), Forty One (41), Forty Two (42), Forty Three (43), and Forty Four (44) in Block Nine (9) in Auburn on the Hill First Addition being Hart's Subdivision of Blocks Nine (9), Ten (10) and Twenty Two (22) in the subdivision of the Southeast 1/4 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian (except the North 99 feet) in Cook County, Illinois.

Address: 7601-33 and 7600 and 7638 S. Racine, Chicago, IL

Tax Nos. (Parcel 1) 20-29-307-002 and 20-29-307-003 K
(Parcel 2) 20-29-408-011, 20-29-408-040 and 20-29-307-017 K
Lots 31 to 34 Lots 35 to 44 Lot 24 K

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COOK COUNTY RECORDER
MARRIAGE & DIVORCE
DEPT. OF RECORDS
110 N. LAUREL ST. CHICAGO, ILL. 60602



MAIL TO

MARDER, BECKER & BAIZER
40 SKOKIE BOULEVARD
NORTHBROOK, ILL 60062