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ATTORNMEN T AND NON-DISTURBANCE AGREEMENT

THIS ATTORNMEN T AND NON-DISTURBANCE AGREEMENT made as of the 10th day of April, 1986, by and between White Hen Pantry, Inc., a Delaware corporation ("WHP") and First Illinois Bank of Evanston (the "Mortgagee").

W I T N E S S E T H:

WHEREAS, the Mortgagee is the owner and holder of a certain note or notes dated October 28, 1985 secured by a certain Mortgage (the "Mortgage") of even date therewith upon certain real estate situated in Glenview, Illinois (Cook County), legally described in Exhibit A attached hereto and hereby made a part hereof (the "Shopping Center"); said Mortgage having been recorded in said County as Document No. 85318900.

WHEREAS, by Lease dated January 30, 1986 (the "Lease"), LaSalle National Bank of Chicago, as Trustee under Trust No. 109629 (the "Lessor") leased to WHP a portion of the Shopping Center premises (the "Leased Premises"), the Leased Premises being more particularly described in the Lease; and

WHEREAS, the parties have agreed to the continuation of said Lease in the event of default under the Mortgage;

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and of the covenants hereinafter set forth, the parties hereto covenant and agree as follows:

1. The Mortgagee hereby consents to the Lease and agrees that so long as WHP keeps and performs the terms and provisions of said Lease on its part to be performed the Mortgagee will recognize the rights of WHP under the Lease and will not interfere with its possession so long as there is no default of the terms and provisions of the Lease on the part of WHP.
2. In the event there is a sale of the Leased Premises under said Mortgage pursuant to foreclosure decree or otherwise, such sale shall be made subject to the Lease as long as there is no default in the terms and provisions of the Lease on the part of WHP; and WHP will attorn to and accept the purchaser at the foreclosure or other sale, as Lessor under the Lease. In the event of any disposition of said note or notes or Mortgage, the Mortgagee shall impose the provisions of this Agreement upon the transferee.
3. Notices and demands required or permitted to be given hereunder shall be given by registered or certified mail and addressed if to WHP at 660 Industrial Drive, Elmhurst, Illinois 60126, Attention: Real Estate Department, and if the Mortgagee at 800 Davis Street, Evanston, Illinois 60204. Either party may change the place for notices by notice in writing to the other.
4. The terms and provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Agreement as of the day and year first above written.

First Illinois Bank of Evanston

White Hen Pantry, Inc.

By [Signature]
Assistant Vice President

By [Signature]
Vice President

Attest: [Signature]
Assistant Vice President

Attest: [Signature]
Secretary

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LEGAL DESCRIPTION

LOT 1 IN ROBERT GOLDBERG'S SUBDIVISION OF THE SOUTH 160.00 FEET OF THE WEST 200.00 FEET OF THE SOUTH 3/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Property of Cook County Clerk's Office



Upon recording, please return to: Bernard M. Peskin, Esq.
40 Skokie Blvd., Ste. 400
Northbrook, IL 60062

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ACKNOWLEDGMENTS

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Franklin J. [unclear], a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Franklin J. [unclear] personally known to me to be the President of [unclear] Banked [unclear] N.A. and [unclear] personally known to me to be the [unclear] Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as President and [unclear] Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, 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 notarial seal this 9 day of May, 1986.

My Commission expires:

20 MAY 25 10: 00

Kimberly S. [unclear]
Notary Public

Commission Expires January 29, 1990

STATE OF Illinois)
) SS.
COUNTY OF DuPage)

I, Charlotte M. Balk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that George S. Bous personally known to me to be the Vice President of White Hen Pantry, Inc. and Robert Smith personally known to me to be the [unclear] Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as Vice President and [unclear] Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, 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 notarial seal this 5th day of May, 1986.

My Commission expires:

May 17, 1989

Charlotte M. Balk
Notary Public

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