

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

TRAK AUTO EAST CORPORATION (the Lessee) has executed on October 18, 1984 AMALGAMATED TRUST & SAVINGS BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED 1 (the Lessor) of the Premises (the Premises) described in Schedule "A" attached hereto. ST. PAUL LIFE INSURANCE COMPANY (the Beneficiary) has caused to be recorded a Deed of Trust or mortgage on 19... as Instrument No. in Book Page official records of the County of COOK, State of ILLINOIS on said Premises of which it is the Beneficiary. Lessee and Beneficiary desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interest by means of the following Non-Disturbance, Attornment and Subordination Agreement.

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Provided the Lease is in full force and effect and there are no defaults thereunder, then:

(a) The right of possession of Lessee to the leased premises and the Lessee's rights arising out of the Lease shall not be affected or disturbed by the Beneficiary in the exercise or any of its rights under the Deed of Trust or the Note secured thereby.

(b) In the event the Beneficiary, or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Deed of Trust or under the law of ILLINOIS, the Lease shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding, and the Beneficiary hereby covenants that any sale by it of the Premises pursuant to the exercise of any rights and remedies under the Deed of Trust, or otherwise, shall be made subject to the Lease and the rights of the Lessee thereunder; and the Lessee covenants and agrees to attorn to the Beneficiary or such person as its new Lessor, and the Lease shall continue in full force and effect as a direct lease between Lessee and Beneficiary, or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease between Lessee and Lessor. However, in no event shall Beneficiary or such other person be:

- (i) Liable for act or omission of the Lessor;
(ii) Bound by any payment of rent, additional rent, or advance rental made by the Lessee to the Lessor; or
(iii) Bound by any amendment or modification of the Lease made without the written consent of the Beneficiary or its successors in interest.

Notwithstanding the foregoing, the rights and obligations of Lessee and the Beneficiary, respectively, upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, including any renewals or extensions thereof, be the same as now set forth in the Lease and by this reference, the Lease is incorporated herein as a part of this agreement.

2. The Lease shall be subject and subordinate to the lien of the Deed of Trust or mortgage and to all the terms, conditions and provisions thereof, to all advances, made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, not inconsistent with Paragraph 1 of this agreement.

3. The foregoing provisions shall be self operative and effective without the execution of any further instruments on the part of either party hereto.

This agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.

This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

This agreement shall take effect upon its execution by all of the parties hereto, and upon the full execution of the Lease.

1 OCTOBER 1, 1984, AND KNOWN AS TRUST NO. 4982

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This agreement shall take effect upon its execution by all of the parties hereto, and upon the full execution of the Lease. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

This agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.

The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto.

The Lease shall be subject and subordinate to the lien of the Deed of Trust or mortgage and to all the terms, conditions and provisions thereof, to all advances, made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, not inconsistent with Paragraph 1 of this agreement.

Notwithstanding the foregoing, the rights and obligations of Lessee and the Beneficiary, respectively, upon such attainment shall, to the extent of the then remaining balance of the term of the Lease, including any renewals or extensions thereof, be the same as now set forth in the Lease and by this reference, the Lease is incorporated herein as a part of this agreement.

(iii) Bound by any amendment or modification of the Lease made without the written consent of the Beneficiary or its successors in interest.

(ii) Bound by any payment of rent, additional rent, or advance rental made by the Lessee to the Lessor; or

(i) Liable for act or omission of the Lessor;

(b) In the event the Beneficiary, or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Deed of Trust or under the law of Illinois, the Lessee shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding, and the Beneficiary hereby covenants that any sale by it of the Premises pursuant to the exercise of any rights and remedies under the Deed of Trust, or otherwise, shall be made subject to the Lease and the rights of the Lessee thereunder; and the Lessee covenants and agrees to act on to the Beneficiary or such person as its new Lessor, and the Lease shall continue in full force and effect as a direct lease between Lessee and Beneficiary, or such other person upon all the terms, conditions and agreements set forth in the Lease between Lessee and Lessor. However, in no event shall the Beneficiary or such other person be

(a) The right of possession of Lessee to the leased premises and the Lessee's rights arising out of the Lease shall not be affected or disturbed by the Beneficiary in the exercise or any of its rights under the Deed of Trust or the Note secured thereby.

1. Provided the Lease is in full force and effect and there are no defaults thereunder, then:

NOW THEREFORE, the parties hereto covenant and agree as follows:

TRAK AUTO EAST CORPORATION has executed on October 18, 1984 (the Lessee) is about to execute a Lease (the Lessee) with AMALGAMATED TRUST SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED (the Lessor) (the Beneficiary) ST. PAUL FIRE INSURANCE COMPANY has caused to be recorded a Deed of Trust or mortgage on (the Beneficiary) 19 as Instrument No. in Book Page of the Official records of the County of COOK, State of ILLINOIS on said Premises of which it is the Beneficiary. Lessee and Beneficiary desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interest by means of the following Non-Disturbance, Attornment and Subordination Agreement.

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

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233

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed
this 25 day of March, 1985: 1986

ST. PAUL LIFE INSURANCE COMPANY

By John V Egan

By David C. Stobie
BENEFICIARY

TRAK AUTO EAST CORPORATION

By [Signature]
President

By [Signature]
ASST. Secretary

LESSEE

AMALGAMATED TRUST & SAVINGS BANK, AS
TRUSTEE UNDER TRUST AGREEMENT DATED
OCTOBER 1, 1984, AND KNOWN AS TRUST
NO: 4982

By: [Signature]

By: _____

LESSOR

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SCHEDULE A

Attached to and forming a part of that certain Indenture of Lease and Memorandum of Lease executed under date of / 0-15-84 by and between AMALGAMATED TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1984, AND KNOWN AS TRUST NO. 4982, as Lessor, and TRAK AUTO EAST CORPORATION, as Lessee.

DESCRIPTION OF PROPERTY

1. **LESSOR'S PROPERTY.** The demised premises are a portion of Lessor's entire property, situated in the City of ... Chicago County of ... Cook State of ... Illinois and now commonly known as a portion of the shopping center to be located at the intersection of¹ Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the Plot Plan initialed by the parties hereto, dated .. 10/15/84 attached hereto and made a part hereof. The legal description of Lessor's Property is set forth in Section 6 of this Schedule A.

2. **BUILDING.** Lessor's Property provides a site for a store building in the location designated "Trak Auto" on the said Plot Plan attached. Such building is now thereon, or is to be erected pursuant to Schedule B hereof by Lessor for Lessee, containing 5,920 ... square feet and having inside dimensions of approximately . 40' x 107' 7" .² ... Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by the Lessor, now or hereafter located thereon are collectively referred to in this Lease as the "premises" or "demised premises."

3. **PARKING.** Lessee, its agents, employees, patrons and invitees, in common with Lessor and all other tenants of portions of Lessor's Property and their respective agents, employees, patrons, and invitees shall have and are hereby granted, during the entire term of this Lease and any extension thereof, the free, uninterrupted, and non-exclusive use of the sidewalks, malls, roadways, parking area, and all other common areas, which use by all users shall be for the purposes of ingress, egress, service, utilities, and parking, and which parking area shall consist of not less than ... 53 ... standard automobile spaces, located as shown on the said Plot Plan attached. It is specifically understood and agreed that Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the sidewalks, malls, roadways, parking area, or other common areas involved, and that Lessor shall manage, operate, and maintain all such common areas, or cause the same to be done on its behalf, at no additional cost to Lessee, subject to Article XIX of the Lease.

4. **PLOT PLAN.** It is understood and agreed that no changes from that shown on the Plot Plan attached shall be made to the building area and/or the parking and other common area of Lessor's Property and no buildings or building-type structures may be built except within the building areas or areas for building designated thereon, except by written amendment to this Lease, duly executed by the parties hereto. Lessor must take reasonable precautions to prohibit commuters and office help from parking on the common areas of Lessor's Property and Lessee may, if it deems such action necessary, have any such offending vehicles towed from the common areas of Lessor's Property.

5. **CONVENANTS.** All of the covenants of the Lessor contained in this Lease shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on the Lessor's Property or any part thereof (a) is for the benefit of the demised premises and each person having any leasehold interest therein derived through the Lessee, and (b) shall be binding upon each successive owner, during his ownership, of any portion of the land affected thereby and each person having any interest therein derived through any owner of the land affected hereby.

6. LEGAL DESCRIPTION OF LESSOR'S PROPERTY:

(ATTACHED HERETO)

¹ Granville & North Western Avenues

² plus ell of 28' x 54'

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N. W. CORNER NORTH WESTERN & GRANVILLE AVENUES, CHICAGO, ILLINOIS

(Amalgamated Trust & Savings Bank, as Trustee under Trust Agreement dated October 1, 1984 and known as Trust No. 4982)

LOTS 5, 6, 7, 8 AND 9 (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING OF WESTERN AVENUE) IN OWNERS SUBDIVISION IN THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO PIN 13-01-215-020 (Lot 5) ALL
13-01-215-021 (Lot 6) *AB*
13-01-215-022 (Lot 7-9) *AB*

LOTS 1 THROUGH 7, BOTH INCLUSIVE, IN CORSIGLIA BROS. SUBDIVISION OF LOT 17 IN BLOCK 1 IN OWNERS SUBDIVISION IN THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. -029 (Lot 1-7)

ALSO PIN 13-01-215-023 (Lot 1-3)
13-01-215-024 (Lot 4)
13-01-215-025 (Lot 5-8)

LOTS 1 THROUGH 6, BOTH INCLUSIVE, (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING OF WESTERN AVENUE) IN PETER ZECHE'S SUBDIVISION OF THE SOUTH 181.2 FEET OF THE EAST 331.08 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 13-01-215-026 (Lot 1+2)
13-01-215-027 (Lots 3-6)

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4/11/2014

STATE OF MARYLAND }
COUNTY OF PRINCE GEORGES }

SS.

On this th 25 day of March, 1986, before me, LaVerne Origlio a Notary Public in and for said county and state, personally appeared Ben Kovalsky known to me to be the President and Ronald M. Hirschel known to me to be the Assistant Secretary of Trak Auto East Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

LaVerne R. Origlio
Notary Public in and for said
County and State

MY COMMISSION EXPIRES JULY 1, 1986

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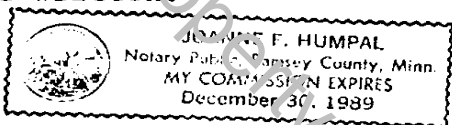
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STATE OF Minnesota)
COUNTY OF Washington) SS.

On this 10th day of July, 1986, before me, Joanne F. Humpal, a Notary Public in and for said county and state, personally appeared John V. Egan known to me to be the Vice President and David C. Storlie known to me to be the Secretary of St. Paul Life Ins. Co., the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Joanne F. Humpal
Notary Public in and for said
County and State

STATE OF)
COUNTY OF) SS.

On this ___ day of _____, 19___, before me, _____, a Notary Public in and for said county and state, personally appeared _____ and _____ known to me to be _____ of the partners of the _____ partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said
County and State

STATE OF)
COUNTY OF) SS.

On this ___ day of _____, 19___, before me, _____, a Notary Public in and for said county and state, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said
County and State

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