

88411163

cbachdtm1/rmhlong

SCHEDULE D

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

Permanent Parcel #019 020 029 033 053

CROWN BOOKS CORPORATION ("Lessee") is about to execute a Lease ("Lease") with LASALLE NATIONAL BANK, ~~as Trustee under Trust Agreement No. 108573, dated June 26, 1984,~~ NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1984, ("Lessor"), of the demised premises ("demised premises") described in Schedule "A" attached hereto.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Beneficiary") has caused to be recorded a Deed of Trust or mortgage on June 2, 1987 as Instrument No. LR1621984, in Book Page official records of the County of State of Illinois on said demised 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 after the expiration of any applicable cure periods, then:

(a) The right of possession of Lessee to the demised premises and the Lessee's rights arising out of the Lease shall not be affected or disturbed by the Beneficiary in the exercise of 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 demised premises pursuant to the exercise of any remedy provided for in the Deed of Trust or under the law of the state in which the demised premises are located, 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 demised 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;
- (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.

AND KNOWN AS TRUST NO. 108573,

88411163

UNOFFICIAL COPY

2011/11/17

Property of Cook County Clerk's Office

UNOFFICIAL COPY

cbachd@m1/rmh/long

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

4. 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.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 22 day of April 1988.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By: [Signature] Banking President

By: [Signature] Exec. Mgr. V.P.

Beneficiary

CROWN BOOKS CORPORATION

By: [Signature] President

By: [Signature] Asst. Secretary

Lessee

LASALLE NATIONAL BANK, ~~TRUST COMPANY, LIMITED~~ NOT INDIVIDUALLY BUT SOLELY AS
NO. 108573, DATED JUNE 26, 1984 TRUSTEE UNDER TRUST
AGREEMENT DATED JUNE 26, 1984, AND KNOWN AS TRUST NO. 108573

By: [Signature]
By: [Signature] VICE PRESIDENT

Lessor

[Signature]
Assistant Secretary

88411153

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CBach/m1/rmhlong

88/5

SCHEDULE A

DESCRIPTION OF PROPERTY AND PLOT PLAN

Attached to and forming a part of that certain Lease and Memorandum of Lease executed under date of April 22, 1988 by and between LASALLE NATIONAL BANK, ~~as Lessor~~ NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1984, AND KNOWN AS TRUST NO. 108573,

as Lessor, and CROWN BOOKS CORPORATION, as Lessee.

Village of LESSOR'S PROPERTY. The demised premises are a portion of Lessor's entire property, situated in the City of Chicago Ridge, County of Cook, State of Illinois and now commonly known as a portion of Chicago Ridge Commons. 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, said plot plan attached hereto, and made a part hereof ("plot plan"). The legal description of Lessor's Property is set forth in paragraph 7 of this Schedule A.

2. DEMISED PREMISES. Lessor's Property provides a site for a store building in the location designated "Crown Books" on the plot plan. Such building is now thereon, or is to be erected pursuant to Schedule B herof by Lessor or Lessee, containing ^{not less than} 2,300 square feet and having inside dimensions of approximately 20' by 115'. Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by Lessor, now or hereafter located thereon, are collectively referred to in this Lease as the "premises" or "demised premises".

3. COMMON AREA EASEMENTS. 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, the free, uninterrupted, and non-exclusive use of the common areas of Lessor's Property ("common areas"), as hereinafter defined, 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 1,000 parking spaces, located as shown on the plot plan. The common areas shall be defined as the sidewalks, driveways, roadways, parking areas, non-enclosed mall area, landscaped areas and all other areas of Lessor's Property except those areas designated as "building area" on the plot plan. Lessor may not use, nor permit any other person to use, the common areas for the benefit of any property, adjoining or otherwise, other than Lessor's Property as defined herein. Except as provided in paragraph 19.3 of this Lease, Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the common areas and Lessor shall manage, operate and maintain all such common areas, or cause the same to be done on its behalf.

4. INGRESS AND EGRESS. Lessor shall ^{materially} not vary the designated means of ingress and egress. ~~Lessor will not alter or cause to be altered existing street signs, median cuts, or traffic signals without Lessee's written consent.~~ Lessor shall use its best efforts to preserve and improve access into and out of the shopping center. If at any time during the term of this Lease any means of ingress to or egress from the shopping center or the demised premises is not opened or is closed and is not within four (4) months of the closing replaced with a satisfactory substitute means of ingress or egress from the same public roadway, Lessee shall thereafter have the option either (a) to terminate this Lease upon written notice to Lessor within thirty (30) days after said four (4) month period has expired; (b) not to so terminate but withhold all minimum fixed rent payments due after said four (4) month period has expired until said substitute ingress or egress is opened, and further Lessee shall retain such withheld rent payments as liquidated damages; provided, however, that during any such period Lessee shall pay percentage rent equal to three percent (3%) of all gross sales made during such period, but such amount of gross sales shall not be used in computing percentage rent pursuant to paragraph 2.2 of this Lease.

88411163

UNOFFICIAL COPY

cbecham1

5. PLOT PLAN. Lessor covenants that ^{maporial}no changes shall be made to the building area and/or to the parking and other common areas from that shown on the plot plan and that no buildings, lots or building-type structures may be built ~~except within the building area or areas for building designated as follows~~ except by written amendment to this Lease, duly executed by the parties hereto.

6. COVENANTS. All of the covenants of 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 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 Lessee, and (b) shall be binding upon each successive owner, during his ownership, of any portion of Lessor's Property and upon each person having any interest therein derived through any owner of Lessor's Property.

7. LEGAL DESCRIPTION OF LESSOR'S PROPERTY.

area cross hatched on the plot plan,

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0311200

THE TUCKER COMPANIES, INC.
THE COMMONS OF CHICAGO RIDGE

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

The south 107 feet of the North 140 feet of the Northeast Quarter of the Southeast Quarter of Section 7, lying East of the Easterly line of the West 350 feet thereof, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, containing 2.2898 acres, more or less.

PARCEL II

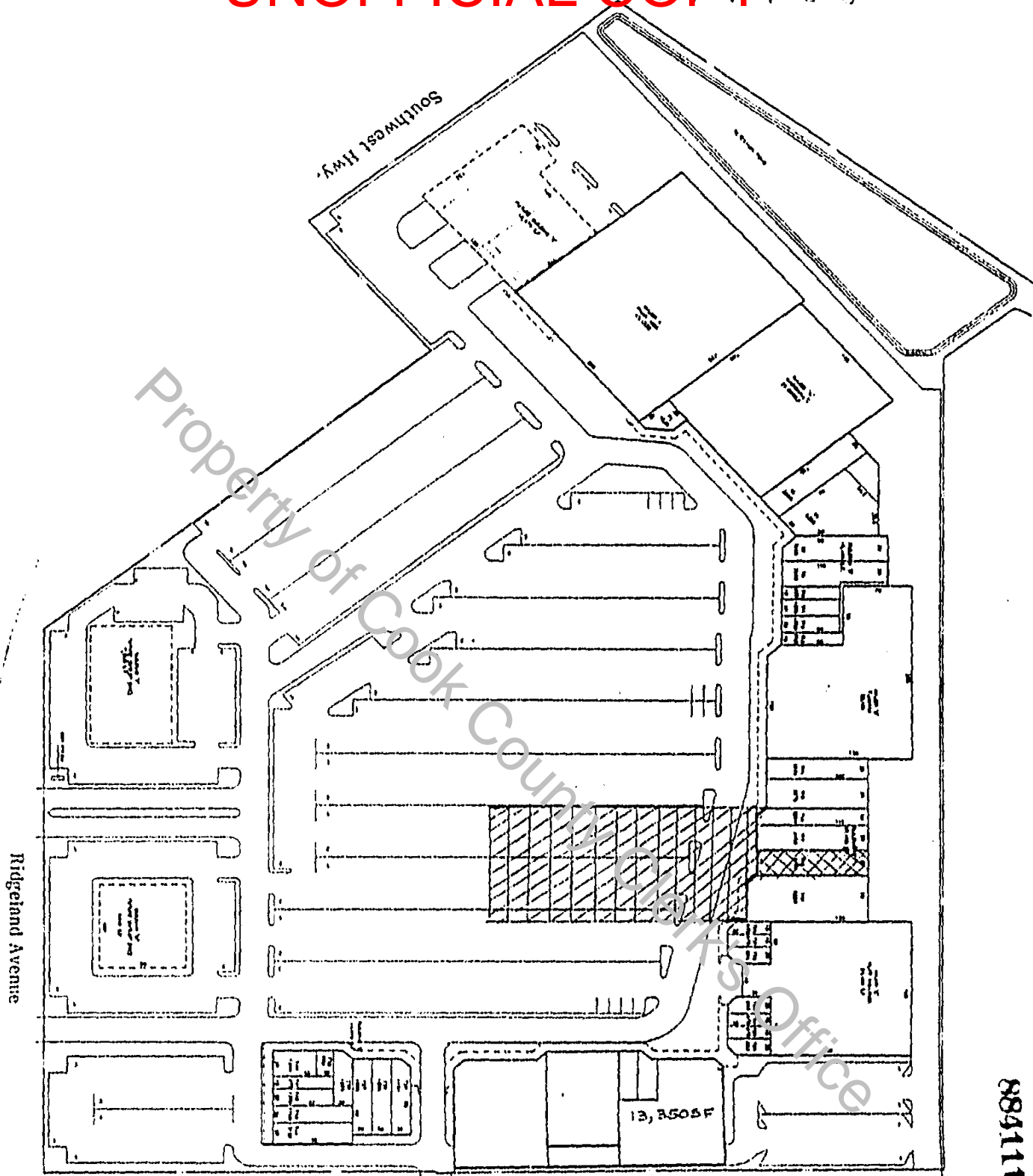
That part of the East Half of the Southeast quarter of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian described as follows: Beginning at the intersection of the South line of the North 140 feet of said Southeast Quarter and the West line of Ridgeland Avenue as dedicated, said line being 50 feet West of and parallel with the East line of said Southeast Quarter; thence South 0 08'09" East 539.67 feet; thence south 50 19'46" West 495.93 feet; thence South 39 40'14" East 199.25 feet to the Northwesternly line of the Southwest Highway, as dedicated; thence South 50 19'46" West 437.86 feet along last said Northwesternly line to the Northeastly line of the Baltimore and Ohio Chicago Transfer Railroad Company's right-of-way; thence North 52 33'47" West 731.58 feet along last said Northeastly line; thence South 62 33'44" East 183.60 feet; thence North 50 19'44" East 96.38 feet to a line 350 feet East of and parallel to the West line of said East Half of the Southeast Quarter; thence North 0 01'40" West 860.04 feet along last said East line to the South line of the North 140 feet of said Southeast Quarter; thence North 89 49'54" East 930.75 feet to the place of beginning, all in Cook County, Illinois.
Containing 21.5295 acres, more or less.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

8811163

UNOFFICIAL COPY



LEASE LINE STANDARDS

- ~~Dimensions of the Premises are determined in the following manner:~~
- ~~1. Between tenants: to the centerline of common or party walls.~~
 - ~~2. To the exterior face of all other walls.~~
 - ~~3. To the lease line where there is no wall.~~

This exhibit is not a representation as to the size or location of any other tenant or occupant or the location of any service corridor or column. Store fronts on the Mall may be irregular. ~~The Lease Plan only depicts the approximate lease line of the Premises.~~

8841163

UNOFFICIAL COPY

Property of Cook County Clerk's Office

001110

UNOFFICIAL COPY

STATE OF ILLINOIS } SS.
COUNTY OF COOK }

On this 14th day of June, 1988, before me, Rosamary Collins, a Notary Public in and for said county and state, personally appeared JOSEPH W. LANG known to me to be the VICE President and William H. DILLON known to me to be the Assistant Secretary of LA SALLE NATIONAL BANK, 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.

Rosamary Collins
Notary Public in and for said County and State

My Commission Expires January 2, 1989

STATE OF _____ } SS.
COUNTY OF _____ }

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 _____ } SS.
COUNTY OF _____ }

On this 7 day of July, 1988, before me, Alana Hughes, a Notary Public in and for said county and state, personally appeared Andrew Hense and Robert Mattson, 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.

Alana K. Hughes
Notary Public in and for said County and State

"OFFICIAL SEAL"
ALANA K. HUGHES
Notary Public, State of Illinois
My Commission Expires 10/6/91

8841167

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000

UNOFFICIAL COPY 8841163

STATE OF MARYLAND }
COUNTY OF ANNE ARUNDEL }

SS.

On this 22nd day of April, 1988, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared Robert Haft, known to me to be the President, and Richard J. Koll, known to me to be the Assistant Secretary, of Crown Books Corporation, the corporation that executed the within instrument, known to me to be the person who executed the within instrument, 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.

Jane S. Van Fleet

Notary Public in and for said
County and State

My commission expires July 1, 1990

Property of Cook County Clerk's Office

SEP-9-88 45077 8841163 A Rec

18.00

8841163

SEP 9 1988



8841163

18/8

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00.21

00111924

00111923

