

UNOFFICIAL COPY 89417801
AGREEMENT OF NON-DISTURBANCE

The undersigned, Republic Savings Bank, F.S.B. ("Mortgagee"), is the mortgagee under a certain Construction Mortgage dated July 6, 1987 (the "Original Mortgage"), executed by LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated December 23, 1986 and known as Trust No. 111921 (the "Mortgagor"), encumbering certain premises legally described in Exhibit A attached hereto and by this reference made a part hereof. The Original Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 16, 1987 as Document No. 87392177 and filed in the Office of the Registrar of Torrens Titles of Cook County, Illinois on July 15, 1987 as Document No. LR3634770. The Original Mortgage has subsequently been amended by a certain First Loan Modification Agreement dated May 23, 1989 by and among Mortgagee, Mortgagor and BPRS/CHESTNUT JOINT VENTURE LIMITED PARTNERSHIP, an Illinois limited partnership, which instrument was recorded in the Office of the Registrar of Deeds of Cook County, Illinois on June 7, 1989 as Document No. 89258800 and filed in the Office of the Registrar of Torrens Titles of Cook County, Illinois, as Document No. LR3800311. The Original Mortgage, as so amended, and any and all other collateral security instruments executed by the Mortgagor in favor of Mortgagee in connection therewith, are referred to herein collectively as the "Mortgage." Mortgagee hereby consents to the execution of a certain Retail Lease dated as of August 22, 1989 (the "Luminaire Lease"), between the Mortgagor, as lessor, and Luminaire (Chicago), Inc., a Florida corporation, as lessee, with respect to a portion of the Premises as described in the Luminaire Lease (the "Luminaire Premises"). The initial term of the Luminaire Lease is scheduled to expire on August 31, 1992 and the last option term of the Luminaire Lease will, if exercised, be scheduled to expire on August 31, 1997. Mortgagee hereby agrees, for itself and its successors and assigns, that in the event that the Mortgage shall be foreclosed, the Luminaire Lease shall not terminate and the lessee thereunder shall continue to be entitled to occupy the Luminaire Premises pursuant to the terms and provisions of the Luminaire Lease so long as the lessee continues to pay the rent provided for in the Luminaire Lease and to otherwise comply with the terms and provisions thereof.

REPUBLIC SAVINGS BANK, F.S.B. \$16.00

By: [Signature]
Its: [Signature]

Attest: [Signature]
Its: ASST. VICE PRES

AGREEMENT TO ATTORN

The undersigned, Luminaire (Chicago), Inc., a Florida corporation, as the lessee in the aforementioned Luminaire Lease and pursuant to the terms thereof does hereby agree to attorn to and become the lessee of Republic Savings Bank, F.S.B., and its successors and assigns as the mortgagee under the aforesaid Mortgage, in the event that the Mortgagee or its successors or assigns shall acquire title to the Premises by foreclosure or otherwise pursuant to the exercise of its remedies under the Mortgage, and in such event the undersigned or its successors or assigns as lessee under the Luminaire Lease shall pay the rent payable in respect of the Luminaire Premises, as the same shall become due under the Luminaire Lease, to the Mortgagee or its agent or agents lawfully authorized by it to receive the same.

Executed this 22nd day of August, 1989.

LUMINAIRE (CHICAGO), INC., a Florida corporation

By: [Signature]
Its: [Signature]

Attest: [Signature]
Its: [Signature]

COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD

Box 416

89417801

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EXHIBIT "A"

Legal Description

PARCEL 1:

LOTS 10 TO 20, INCLUSIVE, IN BLOCK 8 IN DELAVAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS
17-04-436-060

ALSO

PARCEL 2:

THE NORTH 1/2 (EXCEPT THE NORTH 10 FEET OF THE SOUTH 11.0 FEET THEREOF) OF LOT 2, ALL OF LOTS 3 AND 4 AND LOTS 5 AND 6 (EXCEPT THAT PART OF SAID LOTS 5 AND 6 TAKEN FOR ALLEY) IN BLOCK 29 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS
17-04-436-058

ALSO

PARCEL 3:

ALL THAT PART OF THE 10 FOOT NORTH AND SOUTH VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 3 AND 4 LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 5, AND LYING NORTH OF AND ADJOINING A LINE 9 FEET NORTH OF AND PARALLEL WITH THE ORIGINAL SOUTH LINE OF LOT 5 PRODUCED EAST 10 FEET IN BLOCK OF THE 29 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS VACATED BY ORDINANCE RECORDED MARCH 20, 1959 AS DOCUMENT NUMBER 17486514 IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 4:

LOTS 7 AND 8 IN BLOCK 28 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

17-04-436-057

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STREET ADDRESS:

361 WEST CHESTNUT
CHICAGO, ILLINOIS

Prepared by a notary,
Harbert K. Kroll
Rosa Lee White
205 N. LaSalle, ST
Chicago, Ill. 60601

59417801

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

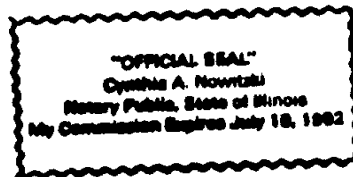
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MARY M. COONEY and PAUL LOU ARMSTRONG, as Vice President and Asst. Vice President of REPUBLIC SAVINGS BANK, F.S.B., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument, in their respective capacities as Vice President and Asst. Vice President of said bank, as their free and voluntary act and deed 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 notarial seal this 30th day of August, 1989.

Cynthia A. Nowinski
Notary Public

My Commission Expires:

July 18, 1992



Property of Cook County Clerk's Office

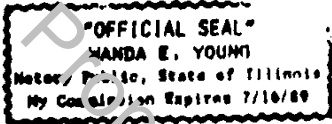
89417801

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Nancy Kassamali and Nancy Kassamali, as President and Secretary, respectively of LUMINAIRE (CHICAGO), INC., a Florida corporation, 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 acknowledged that they signed and delivered said instrument, in their respective capacities as President and Secretary of LUMINAIRE (CHICAGO), INC., as their free and voluntary act and deed 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 22 day of August, 1989.



Wanda E. Young
Notary Public

My Commission Expires:

Property of Cook County Clerk's Office