

MJC:mnb:2326r

89170281

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Agreement is made and entered into this 4th day of April, 1989, by and between WALGREEN CO., an Illinois corporation, with a mailing address of 200 Wilmot Road, Deerfield, Illinois 60015 (hereinafter referred to as "Tenant"), and THE EVANSTON BANK, an Illinois corporation, Landlord's Mortgagee, with a mailing address of 603 Main Street, Evanston, Illinois 60202 (hereinafter referred to as "Mortgagee");

WITNESSETH:

WHEREAS, Tenant has heretofore entered into a lease dated March 28, 1989, with Frank Schneider and Adam A. Virag, "Landlord," whereby Landlord has demised to Tenant the premises described in said lease, which are hereinafter referred to as the "leased premises," and constitute the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "real estate"), said lease, together with any amendments or modifications thereof, whether now or hereafter existing, shall be hereinafter referred to as the "Lease"; and

WHEREAS, Landlord has executed and delivered to Mortgagee a Deed of Trust dated August 1, 1982, and filed with the Recorder of Cook County on March 31, 1983, as Document No. 26554874, (the "Mortgage") encumbering the real estate to secure an indebtedness of Two Hundred Twenty-Six Thousand Three Hundred Twenty-Four Dollars (\$226,324.00);

WHEREAS, it appears that the security afforded by said Mortgage shall be substantially increased by said Lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of One Dollar (\$1.00) by each of the parties hereto paid to the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. So long as Tenant is not in default as defined in said Lease in the payment of rent, additional rent or other charges or conditions of the Lease, Tenant shall not be disturbed by Mortgagee in Tenant's possession, enjoyment, use and occupancy of the leased premises during the original or any renewal term of the Lease or any extension or modification thereof, and Mortgagee agrees to be bound by the Lease and all of the terms and conditions thereof. In the event of a conflict between the provisions of the Lease and the Mortgage, the terms of the Lease shall prevail.

(This instrument prepared by M. J. Campbell, 200 Wilmot Road, Deerfield, Illinois)

RETURN DOCUMENT TO:
Mary H. Butler - Law Dept.
Walgreens
200 Wilmot Road
Deerfield, IL 60015

89170281

UNOFFICIAL COPY

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois.

Witness my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1901.

JOHN W. COOK, Clerk of Cook County, Illinois.

By _____, Deputy Clerk of Cook County, Illinois.

Notary Public for Cook County, Illinois.

Notary Public for Cook County, Illinois.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE
1000 N. LAUREL ST. CHICAGO, ILL.
JAN 1 1901

Notary Public for Cook County, Illinois.

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2. Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or the Note secured by the Mortgage, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction directs otherwise. Such an assignment of rents shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, Tenant's right of offset or deduction.

3. Tenant shall give prompt written notice to Mortgagee of all defaults by Landlord of those obligations under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same.

4. In the event it should become necessary to foreclose the Mortgage, the Mortgagee hereunder will not join the Tenant as a party defendant in any foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

5. In the event that the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of any portion of all of the real estate of which the leased premises constitutes a part, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under the Lease against the Landlord; provided, however, that the Mortgagee, designee or purchaser shall not be:

- (a) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- (b) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

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2025/05/21

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TENANT:

WALGREEN CO.

By William A. Jurek
Vice President

Attest:

William A. Jurek
Assistant Secretary

MORTGAGEE:

THE BANK OF EVANSTON

By J. Dean Long
Title: President

Attest:

Robert J. Steiner
Assistant Secretary

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WILLIAM J. ...

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this ... day of ... 19...

WITNESSES:

JOHN ...

...

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STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

I, M. J. Campbell, a Notary Public, do hereby certify that William A. Shiel, personally known to me to be the Vice President of WALGREEN CO., an Illinois corporation, and Allen M. Resnick, personally known to me to be the Assistant Secretary of said 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 severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant 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 and notarial seal, this 5 day of April, 1989.

M. J. Campbell
Notary Public

My commission expires: 

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Rochelle Berry, a Notary Public, do hereby certify that F. Dean Long, personally known to me to be the President of THE BANK OF EVANSTON, an Illinois corporation, and _____, personally known to me to be the _____ Secretary of said 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 severally acknowledged that as such _____ and _____ Secretary they signed and delivered the said instrument as _____ and _____ 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 and notarial seal, this 4th day of April, 1989.

Rochelle Berry
Notary Public

My commission expires:

" OFFICIAL SEAL "
ROCHELLE BERRY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/17/93

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STATE OF ILLINOIS

IN SENATE,
January 10, 1908.

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE,
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 15, 1907.

ALBION B. HARRIS, COMMISSIONER.

CHICAGO: PUBLISHED BY THE
STATE OF ILLINOIS, 1908.

ALBION B. HARRIS, COMMISSIONER.

CHICAGO: PUBLISHED BY THE
STATE OF ILLINOIS, 1908.

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ALBION B. HARRIS, COMMISSIONER.

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STATE OF ILLINOIS, 1908.

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LEGAL DESCRIPTION

LOTS 7, 8 AND THE EAST 9 1/2 FEET OF LOT 9 IN FOSTER'S ADDITION TO SOUTH EVANSTON A SUBDIVISION OF THE SOUTH 276.5 FEET OF THAT PART OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF SHERMAN AVENUE WEST OF RAILROAD, AND NORTH OF LINCOLN STREET (EXCEPT THE WEST 50 FEET THEREOF OF THE SOUTH 100 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

P. I. N. 11-19-117-050

EXHIBIT "A"

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RECORDED
INDEXED
COOK COUNTY RECORDER
1989 SEP 25 11 17 AM '89

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DEPARTMENT OF REVENUE
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