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185 previously, at that time or thereafter exercised by Tenant) of the term of the Lease
186 upon the same terms and conditions set forth in the Lease, so that the Lease shall
187 remain in full force and effect as a direct indenture of lease between Tenant and the
188 New Landlord with the same force and effect as if originally entered into by such parties
189 and the Tenant and New Landlord shall promptly execute and deliver such instruments
190 that either of them may reasonably request of the other to evidence such attornment
191 and acceptance thereof and the recognition of the parties of all of the terms,
192 provisions, covenants and privileges contained in the Lease.
193

194 3. Mortgagee, for itself and its successors and assigns, and for any other New
195 Landlord hereby covenants and agrees with Tenant that in the event Mortgagee or
196 other New Landlord shall commence any proceedings to foreclose the Mortgage for any
197 reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in
198 lieu thereof or otherwise, provided Tenant is not then in default under the Lease, and so
199 long as Tenant is not in default under the Lease, that: (a) the Lease shall, in accordance
200 with its terms, remain in full force and effect as a direct indenture of lease
201 between Mortgagee, or such other New Landlord (as the case may be), and Tenant, with
202 the same force and effect as if originally entered into with Mortgagee, or such other
203 New Landlord (as the case may be); and (b) Tenant's possession of the Premises and
204 Tenant's rights and privileges under the Lease shall not be diminished, interfered with
205 or disturbed by such Mortgagee or such other New Landlord by such foreclosure under
206 the Mortgage or by any such attempt to foreclose or to succeed to the interests of
207 Landlord by foreclosure, deed in lieu thereof or otherwise.

and 7

208 4. Notwithstanding any provisions of Paragraph 3 hereof to the contrary, in
209 the event of any foreclosure of the Mortgage or conveyance in lieu of foreclosure,
210 Mortgagee and Tenant agree that neither Mortgagee, its successors or assigns, nor any
211 New Landlord shall in any way or to any extent (i) be bound by any previous modification
212 or amendment of the Lease or by any previous prepayment of security deposit, rent
213 for a period greater than one (1) month or any other sums deposited with the Landlord
214 under the Lease unless such modification, amendment, prepayment or payment shall
215 have been expressly approved in writing and received by Mortgagee, or its successors or
216 assigns, (ii) be liable to Tenant for any act or default on the part of the Landlord under
217 the Lease of which Mortgagee, or its successors or assigns, did not receive notice of
218 from Tenant or by Landlord prior to Mortgagee, or its successors or assigns, succeeding
219 to the rights of Landlord under the Lease, or (iii) be required to indemnify Tenant under
220 the terms of the Lease with respect to any claim arising out of a breach of warranty of
221 the Landlord or any acts or defaults of Landlord of which Mortgagee, or its successors
222 or assigns, did not receive notice of from Tenant prior to Mortgagee, or its successors
223 or assigns, succeeding to the rights of Landlord under the Lease; and Tenant shall have
224 no right to assert the same or any damages or claim for remedy arising therefrom as an
225 offset or defense against Mortgagee, its successors or assigns or the New Landlord.

226 5. Each notice, demand or other communication in connection with this
227 Agreement shall be in writing and shall be deemed to be given to and served upon the
228 addressee thereof on the earlier of (i) actual delivery to such addressee at its address
229 set out above, or (ii) the second business day after the deposit thereof in the United
230 States mails, registered or certified mail, return receipt requested, first-class postage
231 prepaid, addressed to such addressee at its address set out above. By notice complying
232 with this section, any party may from time to time designate a different address in the
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236 continental United States as its address for the purpose of the receipt of notice hereun-
237 der.

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240 5. In the event the Mortgagee or other New Landlord shall succeed to the
241 interests of the Landlord under the Lease prior to completion of the construction of the
242 initial improvement of the Premises, Mortgagee or other New Landlord shall have the
243 option to either (i) complete said improvements or (ii) terminate the Lease. In the
244 event that Mortgagee or other New Landlord elects to complete said improvements,
245 then, notwithstanding anything to the contrary herein contained, the Mortgagee or
other New Landlord shall not be:

248

a. liable for any act or omission of the Landlord;

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b. obligated or liable to Tenant for any security deposit or other sums
deposited with Landlord under the Lease and not physically delivered to Mort-
gagee or other New Landlord;

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255

c. subject to any off-sets or defenses which Tenant might have had
against Landlord;

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d. bound by any rent or additional rent which Tenant may have paid
more than one month in advance in Landlord; or

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e. bound by any amendment or modification of the Lease made
without the consent of Mortgagee subsequent to the date hereof.

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7. In the event the Mortgagee or other New Landlord shall succeed to the
interests of the Landlord under the Lease after the completion of the initial improve-
ment of the Premises, then, notwithstanding anything to the contrary herein, the Mort-
gagee or other New Landlord shall not be:

270

a. liable for any act or omission of the Landlord;

272

273

274

b. obligated or liable to Tenant for any security deposit or other sums
deposited with Landlord under the Lease and not physically delivered to Mort-
gagee or other New Landlord;

276

277

c. subject to any off-sets or defenses which Tenant might have had
against Landlord;

279

280

d. bound by any rent or additional rent which Tenant may have paid
more than one month in advance in Landlord; or

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283

e. bound by any amendment or modification of the Lease made with-
out the consent of Mortgagee subsequent to the date hereof.

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

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9. This Agreement shall remain in full force and effect until such time as
the Mortgage is released of record.

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293 10. The parties hereto agree that this Agreement may be recorded in the pub-
294 lic records of Cook County, Illinois.

296 11. This Agreement may be executed in any number of counterparts and by
297 each of the undersigned on separate counterparts, and each such counterpart shall be
298 deemed to be an original, but all such counterparts shall together constitute but one and
299 the same Agreement.

302 IN WITNESS WHEREOF, the parties hereto have executed and delivered this doc-
303 ument as of the day and year first above written.

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307

MORTGAGEE:

309
310

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

314
315
316

By: Terry D. Senger
Name: TERRY D. SENGER
Title: OFFICER

319

TENANT:

321
322

WHITE GLOVE, INC., a Pennsylvania
corporation

325
326
327

By: Adams
Name: A.S. Adams
Title: V.P.

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331 STATE OF ILLINOIS
332
333 COUNTY OF COOK

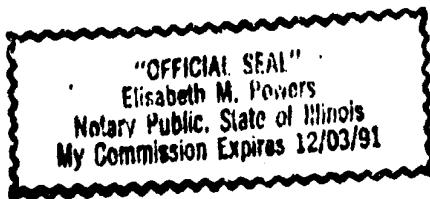
22

337 I, Elisabeth M. Powers, a Notary Public, in and for said County, in
338 the State aforesaid, DO HEREBY CERTIFY that Tessy H. Jensen,
339 Wesley of American National Bank and Trust Company of Chicago, a
340 national banking association is personally known to me to be the same person whose
341 name is subscribed to the foregoing instrument as such Wesley,
342 appeared before me this day in person and acknowledged that he signed and delivered
343 said instrument as his own free and voluntary act and as the free and voluntary act of
344 said Bank/Trust Company for the uses and purposes therein set forth.

346 GIVEN under my hand and Notarial Seal, this 12th day of April,
347 A.D., 1982.

Elisabeth M. Powers
Notary Public

354 My Commission Expires: _____



359 This instrument was prepared by (and
360 after recordation return this instrument
361 to):

362 Ross S. Meltzer, Esq.
363 Rudnick & Wolfe
364 203 North LaSalle Street
365 Suite 1800
366 Chicago, Illinois 60601

DEPT-01 \$17.25
T#1111 TRAN 0372 04/18/82 14:40:00
#2265 # A 1-89-171582
COOK COUNTY RECORDER



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9 DE30428 02/15/89 0907

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370 STATE OF ~~DELAWARE~~ ^{Delaware}
371 }
372 COUNTY OF ~~Delaware~~ ^{Delaware} SS

373 Mary M. White, a Notary Public, in and for said
374 County, in the State of ~~Delaware~~, DO HEREBY CERTIFY that William J. White is per-
375 sonally known to me to be the same person whose name is subscribed to the foregoing
376 instrument as a Witness of White Clava, Inc., a Pennsylvania corporation,
377 appeared before me this day in person and acknowledged that he signed and delivered
378 said instrument as his own free and voluntary act for the uses and purposes therein set
379 forth.

384 WITNESS under my hand and Notarial Seal, this 31st day of March,
385 A.D., 1968.

Mary M. White
Notary Public

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390

392 My Commission Expires:

NOTARIAL SEAL
MARY M. WHITE, NOTARY PUBLIC
MIDDLETOWN, DELAWARE COUNTY
MY COMMISSION EXPIRES FEB. 21, 1968

Notary Public, State Association of Notaries

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EXHIBIT A

401

LEGAL DESCRIPTION

404 PARCEL 1:

406 LOTS 1 AND 2 IN BLOCK 8 IN WILLIAM F. DOMINICK'S SUBDIVISION OF LOTS 1, 2
407 AND 3 IN BLOCK 14 IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWN-
408 SHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
409 COUNTY, ILLINOIS;

411 PARCEL 2:

413 LOTS 11 AND 12 IN BLOCK 8 IN DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN
414 BLOCK 14 IN SHEFFIELD ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTH
415 WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD
416 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

418 PARCEL 3:

420 LOTS 12 TO 18, BOTH INCLUSIVE IN BLOCK 8 IN DOMINICK'S SUBDIVISION OF
421 LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELDS ADDITION TO CHICAGO IN THE
422 NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE
423 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS .

425 COMMONLY KNOWN AS: 2115-20 NORTH SOUTHPORT AVENUE & 1415-31 WEST
426 SHAKESPEARE AVENUE, CHICAGO, ILLINOIS.

428 P.L.N.: 10-82-123-366/010/015/038

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