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MORTGAGEE'S NON-DISTURBANCE AGREEMENT
AND
LESSEE'S SUBORDINATION AND AGREEMENT TO ATTORN

\$18.00

THIS AGREEMENT, made as of this 1st day of October, 1990 by and between HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation of 111 West Monroe Street, Chicago, Illinois 60690 (hereinafter referred to as "Mortgagee") and EUROMARKET DESIGNS, INC., a corporation of Illinois having its principal office and place of business located at 725 Landwehr Road, Northbrook, Illinois 60062 (hereinafter referred to as "Lessee").

WHEREAS, Lessee has entered into a certain lease, dated August 23, 1989, between Lessee and Brick & Mortar Limited Partnership, covering certain space (hereinafter referred to as the "Demised Premises") in the building located at 646 North Michigan Avenue, Chicago, Illinois and located on the property described on Schedule 1 attached hereto and made a part hereof (the said lease being hereinafter referred to as the "Lease"); and

WHEREAS, Mortgagee is the holder of a certain Construction Mortgage dated as of August 23, 1989 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, which covers the building and land of which the Demised Premises form a part (said Construction Mortgage as supplemented or amended from time to time being hereinafter referred to as the "Mortgage"); and

WHEREAS, Mortgagee has requested that Lessee subordinate the Lease to the lien of the Mortgage; and

WHEREAS, Lessee has requested that Mortgagee agree not to disturb Lessee's possessory rights in the Demised Premises in the event Mortgagee should foreclose the Mortgage provided that Lessee is not in default under the Lease and provided that Lessee attorns to Mortgagee or the purchaser at the foreclosure sale; and

WHEREAS, Lessee and Mortgagee are willing to so agree on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and TEN DOLLARS (\$10.00) and other good and valuable consideration each to the other in hand paid, receipt of which is hereby acknowledged, Mortgagee and Lessee hereby agree as follows:

This Instrument Prepared By: *4 mail to:*
Debra S. Clark
111 West Monroe Street
Chicago, Illinois 60603

Box 211

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1. The Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, replacement or extension of the same.

2. That, provided Lessee complies with this Agreement and is not in default under the terms of the Lease in the payment of rent, additional or percentage rent or any other payment to be made under the Lease or the performance of any of the terms, conditions, covenants, clauses or agreements on its part to be performed under the Lease, as of the date Mortgagee files a lis pendens in, or otherwise commences a foreclosure action, or at any time thereafter, no default under the Mortgage, as modified, extended or increased, and no proceeding to foreclose the same will disturb Lessee's possession under said Lease and the Lease will not be affected or cut off thereby (except to the extent that Lessee's right to receive or set off any monies or obligations owed or to be performed by the Mortgagee's predecessors in title shall not be enforceable thereafter against Mortgagee or any subsequent owner), and notwithstanding any such foreclosure or other acquisition of the Demised Premises by Mortgagee, the Lease will be recognized as a direct lease from Mortgagee or any other party acquiring the Demised Premises upon the foreclosure sale, except that the Mortgagee, or any subsequent owner, shall not (a) be liable for any previous act or omission of landlord under the Lease, (b) be subject to any offset which shall theretofore have accrued to Lessee against landlord, (c) have any obligation with respect to any security deposited under the Lease unless such security has been physically delivered to Mortgagee, or (d) be bound by any modification of the lease after the date hereof, by any modification of the Lease prior to the date hereof if a copy of the same has not been furnished to Mortgagee prior to the date hereof or by any previous prepayment of fixed rent for a period greater than one (1) month, unless such modification or prepayment shall have been expressly approved in writing by the Mortgagee.

3. Any provision of this Agreement to the contrary notwithstanding, Mortgagee shall have no obligation, or incur any liability, with respect to the erection and completion of the building in which the Demised Premises are located or for completion of the Demised Premises or any improvements for Lessee's use and occupancy.

4. That if Mortgagee elects to accept from the then Mortgagor a deed in lieu of foreclosure, Lessee's right to receive or set off any monies or obligations owed or to be performed by the then landlord shall not be enforceable thereafter against Mortgagee or any subsequent owner.

5. That Lessee will upon request by Mortgagee, or any subsequent owner, execute a written agreement whereunder Lessee

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does attorn to Mortgagee or any such subsequent owner and affirm Lessee's obligations under the Lease and agree to pay all rentals and charges then due or to become due as they become due to Mortgagee or such subsequent owner.

6. Lessee from and after the date hereof shall send a copy of any notice or statement under the Lease to Mortgagee at the same time such notice or statement is sent to the landlord under the Lease.

7. Lessee hereby agrees that from and after the date hereof in the event of any act or omission by landlord under the Lease (other than any such act or omission which is not capable of being remedied by landlord under the Lease within a reasonable period) which would give Lessee the right, either immediately or after the lapse of the period of time, to terminate the Lease, or to claim a partial or total eviction, Lessee will not exercise any such right (i) until it has given written notice of such act or omission to the Mortgagee by delivering such notice of such act or omission, by registered mail, return receipt requested, addressed to Mortgagee, at the Mortgagee's address as given herein (Attention: Division E, Ms. M. Elizabeth Gilliam), or at the last address of Mortgagee, furnished to Lessee in writing and (ii) until a reasonable period of remedying such act or omission shall have elapsed following such giving of notice and following the time when Mortgagee shall have become entitled under the Mortgage to remedy the same; provided, Mortgagee, at its option shall, following the giving of such notice, have elected to commence and continue to remedy such act or omission or to cause the same to be remedied.

8. Lessee will neither offer nor make prepayment of rent (for a period in excess of one month) nor further change the terms, covenants, conditions and agreements of the Lease in any manner without the express consent in writing of the mortgagee.

9. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

10. Nothing contained in this Agreement shall in any way impair or affect the obligations of the Lessee under that certain Guaranty agreement bearing even date herewith from the Lessee in favor of the Bank (the "Guaranty") or under that certain Performance Guaranty dated as of August 23, 1989 from the Lessee in favor of the Bank (the "Performance Guaranty") and the Mortgagee shall have the right to enforce the Guaranty and/or the Performance Guaranty whether or not Lessee is in compliance with the terms hereof or of the Lease.

11. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation,

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claim or cause of action arising hereunder shall be valid, or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

12. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of the Mortgagee, all obligations and liabilities of the Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Mortgagee's interest is assigned or transferred, and provided further that the interest of Lessee under this Agreement may not be assigned or transferred.

13. Lessee agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

14. Lessee acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Mortgagee as part of the security for the note secured by the Mortgage. In the event that Mortgagee notifies Lessee of a default under the Mortgage and demands that Lessee pays its rent and all other sums due under the Lease to Mortgagee, Lessee agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to the Mortgagee as directed by Mortgagee.

15. This Agreement may be executed in any number of counterparts and by separate parties hereto in separate counterparts, all of such counterparts taken together to constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively signed and sealed this Agreement as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK

By 

RONALD L. DELL'ARTINO

Vice President
President

, Its Vice

EUROMARKET DESIGNS, INC.

By 

Gordon I. Segal, Its
President

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11/15/2011

[Faint signature or stamp]

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Bonnie A. Pollic, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RONALD E. DELLMARTINO, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 hand and notarial seal, this 25th day of October, 1990.

Bonnie A. Pollic
Notary Public

(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:
"OFFICIAL SEAL"
Bonnie A. Pollic
Notary Public, State of Illinois
My Commission Expires 5/18/91

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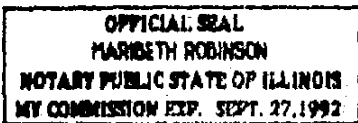
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Maribeth Robinson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Gordon J. Segal, President of Euromarket Designs, Inc., an Illinois corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own 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 hand and notarial seal this 23^d day of October, 1990.



(SEAL)

Maribeth Robinson
Notary Public

Maribeth Robinson
(TYPE OR PRINT NAME)

My Commission Expires:

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SCHEDULE I

LEGAL DESCRIPTION

That certain property, located in the City of Chicago, Cook County, Illinois, more particularly described as follows:

THE NORTHEAST QUARTER (EXCEPT THE EAST 75 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE) OF BLOCK 34 IN KINZIE'S ADDITION TO CHICAGO, SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 646 North Michigan Avenue, Chicago, Illinois

P.I.N.: 17-10-113-003-0000

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11/11/2010