

# UNOFFICIAL COPY

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## NON-DISTURBANCE AGREEMENT

This Agreement has been executed this 6th day of December, 1989, by The Northwestern Mutual Life Insurance Company, a Wisconsin corporation (hereinafter referred to as "Owner"), and Shefsky & Froelich Ltd., an Illinois corporation (hereinafter referred to as "Tenant").

### WITNESSETH:

WHEREAS, Owner is the owner of certain premises situated in the City of Chicago, State of Illinois, said premises being more particularly described on the attached Exhibit A and commonly known as 444 North Michigan Avenue (said premises being referred to herein as the "Premises"); and

WHEREAS, the Premises have been leased by the Owner to American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated March 15, 1973 and known as Trust No. 77660 (hereinafter referred to as the "Landlord") pursuant to a Ground Lease dated March 25, 1973 (hereinafter referred to as the "Ground Lease"); and

WHEREAS, Tenant has entered into, or intends to enter into, a lease with Landlord (hereinafter referred to as the "Lease") pursuant to which Tenant will lease certain space in the building erected on the Premises (hereinafter referred to as the "Lease Space"); and

WHEREAS, Tenant desires written assurances that its occupancy of the Lease Space pursuant to the Lease will not be disturbed so long as it fully complies with the terms and conditions of the Lease; and

WHEREAS, the Owner is willing to provide such written assurances to Tenant.

NOW, THEREFORE, in consideration of the execution by the Tenant of the Lease, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Regardless of any default or breach by Landlord (or any assignee or successor in interest to Landlord) under the terms of the Ground Lease, neither the Lease nor possession of the Lease Space by the Tenant pursuant to the Lease shall be disturbed by the Owner or any other party claiming under or through it as long as no uncured defaults exist under the Lease and the Tenant shall continue to observe and perform its obligations under the Lease and pay rent to whomsoever may be lawfully entitled to the same from time to time.

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2. In the event the Landlord is in default under the Ground Lease or the Ground Lease is terminated, but Tenant remains in possession of the Lease Space pursuant to paragraph 1 hereof, Tenant will attorn to and recognize Owner or its successor or assignee as its substitute landlord under the Lease.

3. In the event that Owner or any other person, party, or entity claiming by, through or under Owner becomes the landlord under the Lease, Tenant shall have no claim against Owner or any such other person, party or entity resulting from, and neither Owner nor any such person, party or entity shall be liable for, any act or omission of, and/or breach of the Lease by Landlord under the Lease and the rights of Owner or any such other person, party or entity in and to the Lease and in, to and under the Lease shall not be subject to any right of set-off or defense which Tenant may have against Landlord.

4. This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by Tenant and Owner.

5. This Non-Disturbance Agreement shall be binding upon, and shall inure to the benefit of, the Tenant and Owner and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

OWNER:

The Northwestern Mutual Life Insurance Company, a Wisconsin corporation

By: [Signature]  
Its: Ralph A. Pelton, Vice President

TENANT:

Shelsky & Froelich Ltd., an Illinois corporation

By: [Signature]  
Its: [Signature]



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AFTER RECORDING, THIS INSTRUMENT TO BE MAILED TO:

Jeffrey Lyon  
Shelsky & Froelich Ltd.  
Suite 2300  
444 North Michigan Avenue  
Chicago, IL 60611

THIS INSTRUMENT WAS PREPARED BY:

Michael Weininger  
Katz, Randall & Weinberg  
Suite 2300  
200 North LaSalle Street  
Chicago, IL 60601

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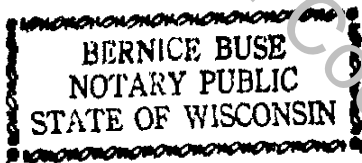
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STATE OF WISCONSIN )  
 )  
COUNTY OF MILWAUKEE )

I, Bernice Buse, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ralph A. Pelton, as Vice President of The Northwestern Mutual Life Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said Corporation, 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 of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of December, 1989.



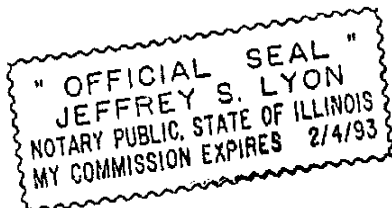
Bernice Buse  
Notary Public

My commission expires January 26, 1992

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, JEFFREY S. LYON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cloyd E. Shelsky, as President of Shelsky & Froelich Ltd., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of said Corporation, 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 of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of December, 1989.



Jeffrey S. Lyon  
Notary Public

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## LEGAL DESCRIPTION

Lot 2 (except that part thereof conveyed, condemned, or taken for street purposes) and all of Lot 3 in Block 10 in Kinzie's Addition to Chicago and also Lots 1 to 7 both inclusive in subdivision of Lots 4, 5 and 6 all in Block 10 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Common Address: 444 N. Michigan Ave.  
Chicago, IL 60611

Permanent Index Number: 17-10-129-010

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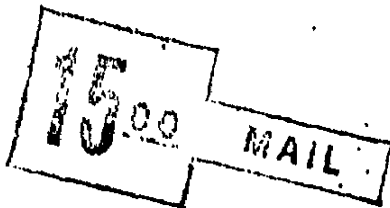


EXHIBIT A

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