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## NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

TRAK CORPORATION d/b/a TRAK AUTO CORPORATION I ("Lessee") is about to execute a Lease ("Lease") with ~~American National Bank and~~ ("Lessor"), of the demised premises ("demised premises") described in Schedule "A" attached hereto. Bank of Montreal ("Mortgagee") has caused to be recorded a mortgage on October 3, 1991, as Instrument No. 91-51702-2 in official records of the County of Cook, State of Illinois, on said demised premises (the "Mortgage"). Lessee and Mortgagee desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interest by means of the following Non-Disturbance, Attornment and Subordination Agreement.

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Provided the Lease is in full force and effect and there are no defaults thereunder after the expiration of any applicable cure periods, then:

(a) The right of possession of Lessee to the demised premises pursuant to the terms of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgage or the Note secured thereby.

(b) Provided Lessee complies with this Agreement, in the event the Mortgagee, or any other person acquires title to the demised premises pursuant to the exercise of any remedy provided for in the Mortgage or under the law of the state in which the demised premises are located, the Lease shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding, and the Mortgagee hereby covenants that any sale by it of the demised premises pursuant to the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of the Lessee thereunder, and the Lessee covenants and agrees to attorn to the Mortgagee or such person as its new Lessor, and the Lease shall continue in full force and effect as a direct lease between Lessee and Mortgagee, or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease between Lessee and Lessor. However, in no event shall Mortgagee or such other person be:

(i) Liable for act or omission of the Lessor;

\*Trust Company of Chicago, as Trustee v/t/a # 109406-09

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(ii) Bound by any payment of rent made by the Lessee to the Lessor more than thirty (30) days prior to the due date; or

(iii) Subject to any offset which shall theretofore have accrued to Lessee against Lessor provided that Mortgagee shall be subject to offsets for overpaid common area maintenance charges and taxes if such maintenance charges and taxes are being held by the Bank; or

(iv) Bound by any modification of the Lease to which it has not consented.

Notwithstanding the foregoing, the rights and obligations of Lessee and the Mortgagee, respectively, upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, including any renewals or extensions thereof, be the same as now set forth in the Lease and by this reference, the Lease is incorporated herein as a part of this agreement.

2. Any provision of this Agreement to the contrary notwithstanding, Mortgagee shall have no obligation, or incur any liability, with respect to the erection any completion of any improvements for Lessee's use and occupancy, provided that Lessee may terminate the Lease if Mortgagee elects not to complete such improvements.

3. 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 provided that Mortgagee shall be subject to offsets for overpaid common area maintenance charges and taxes if such maintenance charges and taxes are being held by the Bank.

4. Lessee <sup>of a material default</sup> 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 Lessor under the Lease.

5. Lessee hereby agrees that from and after the date hereof in the event of any act or omission by Lessor under the Lease (other than any such act or omission which is not capable of being remedied by Lessor 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

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act or omission, by registered mail, return receipt requested, addressed to Mortgagee, at 115 S. LaSalle Street, Chicago, Illinois 60603 (Attention: Real Estate Department), 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.

6. The Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, not inconsistent with Paragraph 1 of this agreement provided that Mortgagee complies with the terms of this Agreement.

7. The foregoing provisions shall be self operative and effective without the execution of any further instruments on the part of either party hereto.

8. This agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.

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

10. This agreement shall take effect upon its execution by all of the parties hereto, and upon the full execution of the Lease.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 30th day of September, 1991.

BANK OF MONTREAL

By

Its

Mark D. Tompkins  
Account Manager

MORTGAGEE

TRAK CORPORATION  
d/b/a TRAK AUTO CORPORATION I

By

R. Keith Hrus

President

LESSEE

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, AS TRUSTEE v/t/a 109406-09

By

By

[Signature]  
[Signature]

LESSOR

Property of Cook County Clerk's Office

THE COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, ILL. 60602  
TELEPHONE (312) 603-3000  
FAX (312) 603-3001

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STATE OF MARYLAND }  
COUNTY OF ANNE ARUNDEL }

SS.

On this 23<sup>rd</sup> day of September, 1991, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared R. Keith Green, known to me to be the President of Trak Corporation, d/b/a Trak Auto Corporation I, the corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jane S. Van Fleet  
Notary Public in and for said  
County and State

My commission expires April 1, 1995

Notary Public for Cook County Clerk's Office

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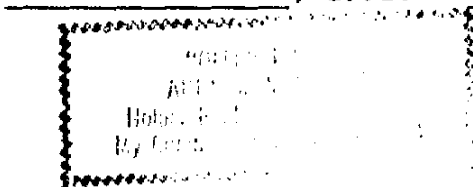
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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

ANNE M. MARCHERT

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that J. MICHAEL BROWN, VICE President of American National Bank and Trust Company of Chicago, and ANITA W. BROWN, Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and SECRETARY Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee of Trust Number 109406-09 as aforesaid, for the uses and purposes therein set forth; and the said ANITA W. BROWN Secretary then and there acknowledged that \_\_\_\_\_, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as \_\_\_\_\_ free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this OCT 04 1991 day of \_\_\_\_\_, 1991.



Anne M. Marchert  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

DEPT-01 RECORDINGS \$19.00  
148858 YEAR 1991 12/04/91 16:20:00  
2247 F 91-636457  
COOK COUNTY RECORDER

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## SCHEDULE I

### LEGAL DESCRIPTION

THAT PART OF THE EAST 1204.31 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 35, THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, 946.09 FEET, THENCE NORTH 00 DEGREES, 06 MINUTES, 27 SECONDS EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, 715.00 FEET; THENCE NORTH 90

DEGREES, 00 MINUTES, 00 SECONDS EAST, 222.48 FEET, THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 48.00 FEET, THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 671.70 FEET TO THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH 00 DEGREES, 06 MINUTES, 27 SECONDS WEST, 263.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THOSE PARTS TAKEN FOR HIGHWAY PURPOSE IN REDZIE AVENUE AND 87TH STREET, ALL IN COOK COUNTY, ILLINOIS.

PIN: 19-35-421-037-0000

Address: North west corner, 87th Street & Kedzie Avenue,  
Chicago

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