

UNOFFICIAL COPY

91031044

ATTORNMEN T AND NON-DISTURBANCE AGREEMENT

15⁰⁰

THIS ATTORNMEN T AND NON-DISTURBANCE AGREEMENT made on the 3rd day of December, 1990, by and between JEWEL FOOD STORES, INC., a New York corporation (formerly Jewel Companies, Inc.), ("Lessee") and NBD Chicago Bank (the "Mortgagee").

WHEREAS, the Mortgagee is the owner and holder of a certain note or notes dated October 12, 1990 secured by a certain Mortgage (the "Mortgage") of even date therewith upon certain real estate situated in Cook County, Illinois, legally described in Exhibit A attached hereto and hereby made a part hereof (the "Shopping Center"); said Mortgage having been recorded in said County as Document No. 90506744.

WHEREAS, by Lease dated August 15, 1990 (the "Lease"), LaSalle National Trust, N.A., under Trust Agreement dated October 1, 1961, known as Trust No. 28684 (the "Lessor") leased to Lessee a portion of the Shopping Center premises (the "Leased Premises"), the Leased Premises being more particularly described in the Lease; and

WHEREAS, the parties have agreed to the continuation of said Lease in the event of default under the Mortgage;

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and of the covenants hereinafter set forth the parties hereto covenant and agree as follows:

1. The Mortgagee hereby consents to the Lease and agrees that so long as Lessee keeps and performs the terms and provisions of said Lease on its part to be performed the Mortgagee will recognize the rights of Lessee under the Lease and will not interfere with its possession so long as there is no default of the terms and provisions of the Lease on the part of Lessee.
2. In the event there is a sale of the Leased Premises under said Mortgage pursuant to foreclosure decree or otherwise, such sale shall be made subject to the Lease as long as there is no default in the terms and provisions of the Lease on the part of Lessee; and Lessee will attorn to and accept the purchaser at the foreclosure or other sale, as Lessor under the Lease. In the event of any disposition of said note or notes or Mortgage, the Mortgagee shall impose the provisions of this Agreement upon the transferee.

ID1325

91031044

72-67-385 D2

UNOFFICIAL COPY

3. Lessee agrees that, notwithstanding anything to the contrary appearing in this Agreement or in the Lease, Mortgagee shall in no event be:
- (a) liable for any act or omission of any prior lessor (including the Lessor); or
 - (b) subject to any offsets or defenses which Lessee might have against any prior lessor (including the Lessor), except to the extent specifically provided in the Lease.
4. Notices and demands required or permitted to be given hereunder shall be given by registered or certified mail and addressed if to Lessee at 8725 W. Higgins Road, Chicago, IL 60631, Attention: Jewel Real Estate Division, and if to Mortgagee at 307 N. Michigan Avenue, Chicago, IL 60601, Attention: D. Weislogel. Either party may change the place for notices by notice in writing to the other.
5. The terms and provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Agreement as of the day and year first above written.

NBD CHICAGO BANK

By: *D. Weislogel*

D. Weislogel
President

Attest: *Neil J. Dolan*

Neil J. Dolan
Secretary

MORTGAGEE

JEWEL FOOD STORES, INC.
(formerly Jewel Companies, Inc.)

By: *J. J. Hunt*

J. J. Hunt
President

Attest: *John J. ...*

John J. ...
Secretary

LESSEE

91031044

1991 JUN 27 11 05 AM

91031044

UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF)
) SS.
COUNTY OF)

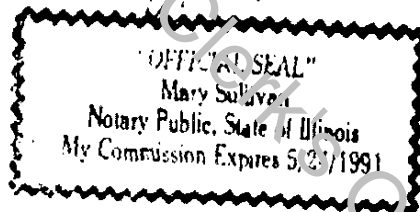
I, Mary Sullivan a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that David Weirlogel personally known to me to be the Vice President of ABN Chicago Bank, and Neil L. Ham personally known to me to be the Asst. Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as Vice President and Asst. 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 hand and notarial seal this 2nd day of December, 1990.

My Commission expires:

Mary Sullivan
Notary Public

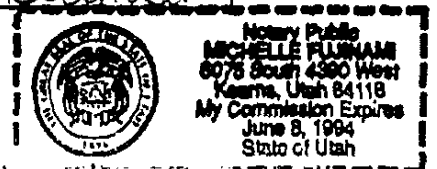
STATE OF Utah)
) SS.
COUNTY OF Salt Lake



I, Michelle Fujinami a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jack Hunt personally known to me to be the Vice President of Jeux Food Stores, Inc., and J. Greg Spencer personally known to me to be the Asst. Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as Vice President and Asst. 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 hand and notarial seal this 27th day of December, 1990.

My Commission expires: 6/8/94

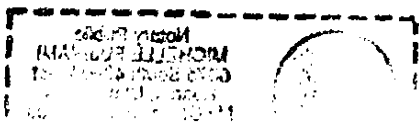


Michelle Fujinami
Notary Public

91031044

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION--

North Point Shopping Center

Lot 1 of Northgate Shopping Center Subdivision of Part of the East 1/2 of the South West 1/4 of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, In Cook County, Illinois.

EXCEPT

That part of Lot 1 of Northgate Shopping Center Subdivision, being a Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Lot 1; thence Southward along the Westerly line of said Lot 1, being the Easterly line of Arlington Heights Road, South 1 degree 50 minutes 41 seconds East, a distance of 73.57 feet; thence South 00 degrees 17 minutes 45 seconds East, a distance of 470.00 feet; thence south 13 degrees 57 minutes 59 seconds East a distance of 40.00 feet; thence South 33 degrees 05 minutes 01 seconds East, a distance of 37.43 feet to the point of beginning; thence South 33 degrees 05 minutes 01 seconds East, a distance of 7.57 feet; thence Southeasterly along a line being 50.00 feet Northeasterly of and parallel with the centerline of Rand Road, South 48 degrees 24 minutes 05 seconds East, a distance of 309.47 feet; thence South 50 degrees 47 minutes 20 seconds East, a distance of 48.01 feet; thence North 48 degrees 24 minutes 05 seconds West, a distance of 444.74 feet to the point of beginning, all in Cook County, Illinois.

03-17-301-017

019

020

021

022

Northeast corner of Rand + Palatine Roads,

✓ Arlington Heights

Prepared by + mail to
Joseph Freed + Associates
1000 Capital Drive
Wheeling, IL 60090

000 003

91031044