

91162732

Ref.: (2750/2120)

NON-DISTURBANCE AGREEMENT

This Agreement is between NORTH RIVERSIDE PARTNERSHIP, an Illinois Partnership, and GENERAL MILLS RESTAURANTS, INC., (hereinafter "Tenant") and AMERITRUST CO. NATIONAL ASSOCIATION, (hereinafter "Mortgagee").

WITNESSETH 91162732

WHEREAS, on the 8th day of December, 1988, North Riverside Partnership, an Illinois Partnership (hereinafter "Landlord") and Tenant entered into a written lease for certain premises (a part of a larger parcel) in the city of North Riverside, County of Cook and State of Illinois which is more particularly described in Exhibit A, attached hereto and made a part hereof as if fully rewritten herein; and

WHEREAS, Mortgagee is the holder of a lien and encumbrance thereon as security for the obligation of Landlord thereunder (hereinafter "Mortgage") identified as Mortgage Deed dated March 13, 1990, and recorded March 30, 1990, as Document Number 90141221; and

WHEREAS, the parties desire to acknowledge Tenant's interest in the premises and its right thereto so long as Tenant is not in default thereunder.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto hereby agree as follows:

1. Nondisturbance So long as the Tenant is not in default in the payment of rent or additional rent or in the performance of any of the terms of the Lease, the Tenant's possession of the leased property and the Tenant's right, and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by the Mortgagee. In the event that the mortgage is foreclosed for any reason and the Mortgagee succeeds to the interest of the Landlord under the Lease, the Mortgagee shall be bound to the Tenant under all of the terms of the Lease, and the Tenant shall, from and after such event, have the same remedies against the Mortgagee for the breach of an agreement contained in the Lease that the Tenant might have had under the Lease against the prior landlord thereunder. In no event shall the Mortgagee be liable for any act or omission of any prior landlord, be subject to any offsets or defenses which the Tenant might have against any prior landlord, or be bound by any rent or additional rent which the Tenant might have paid to any prior landlord for more than the current month.

2. Attornment In the event mortgage is foreclosed for any reason, and the Mortgagee succeeds to the interest of the Landlord under the Lease, the Tenant shall be bound to the Mortgagee under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if the Mortgagee were the Landlord under the Lease, and the Tenant hereby attorns to the Mortgagee as its Landlord, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon the Mortgagee succeeding to the interest of the Landlord under the Lease. Notwithstanding anything herein to the contrary, the Tenant shall be under no obligation to pay rent to the Mortgagee until it has succeeded to the interest of the Landlord under the Lease or notified Tenant that there exist a default under the Mortgage or the related Assignment of Rents. The respective rights and obligations of the Tenant and Mortgagee upon such attornment shall to the extent of the then remaining balance of the term of the Lease be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this agreement by reference with the same force and effect as if set forth at length herein.

3. Binding Effect The rights and obligations hereunder of the Tenant and the Mortgagee shall bind and inure to the benefit of their respective successors and assigns.

MAIL TO:  
JUDY WOLF, LEGAL REP.  
GENERAL MILLS RESTAURANTS, INC.  
P. O. Box 593330  
ORLANDO, FLORIDA 32859-3330

DEPT-01 RECORDING \$14.00  
T33333 TRAN 9384 04/10/91 15:39:00  
#9413 # C \*-91-162732  
COOK COUNTY RECORDER

1400

BOX 334

PERM. TRX. NO. 15-25-200-005 CASE NO. 89-00196 BE Commercial

91162732

TENANT

GENERAL MILLS RESTAURANTS, INC., a Florida Corporation

Cindy Fisher  
[Signature]

By: [Signature]  
Richard D. Halterman  
Senior Vice President

MORTGAGEE

AMERITRUST CO. NATIONAL ASSOCIATION

Shirley A. Delcamp  
Margaret Adams

By: [Signature]  
RALPH C. KIRK, JR.  
SENIOR VICE PRESIDENT

STATE OF FLORIDA )  
COUNTY OF ORANGE )

SS:

The foregoing instrument was acknowledged before me this 25th day of March, 1991, by Richard D. Halterman, the Senior Vice President of GENERAL MILLS RESTAURANTS, INC., a Florida Corporation, on behalf of said Corporation.

[Signature]  
Notary Public

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires July 17, 1993  
[Signature]

STATE OF OHIO )  
COUNTY OF CUYAHOGA )

SS:

The foregoing instrument was acknowledged before me this 12th day of March, 1991, by Ralph C. Kirk, Jr., the Senior Vice President of AMERITRUST CO. NATIONAL ASSOCIATION, on behalf of said Corporation.

[Signature]  
Notary Public

My Commission Expires:  
6/29/92

JOYCE D. FIELDS  
Notary Public, State of Ohio  
Recorded in Cuyahoga County  
My Comm. Expires 06-29-92

91182732

UNOFFICIAL COPY

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50-3000

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

That part of the Northeast Quarter of Section 25, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows: Beginning at a point 1313.75 feet West of the East line of said Northeast Quarter and 50 feet South of the North line of said Northeast Quarter, which point is also 40 feet West of the West line of the North-South Illinois Central Railroad Right-Of-Way; thence due West along a straight line 50 feet South of and parallel with the North line of said Northeast Quarter a distance of 200.00 feet; thence South 00 degrees 06 minutes 18 seconds East 236.00 feet; thence due East 200.00 feet to said line 1313.75 feet West of said East line, and 40 feet West of the West line of the North-South Illinois Central Railroad Right-Of-Way; thence North 00 degrees 06 minutes 18 seconds West, and along said line 1313.75 feet West of said East line and 40 feet West of the West line of the North-South Illinois Central Railroad Right-Of-Way, 236.00 feet to the place of beginning, in Cook County, Illinois.

LOCATION: SOUTH SIDE OF CERMAK RD, WEST OF HARLEM AVE.  
NORTH RIVERSIDE MALL  
NORTH RIVERSIDE, ILLINOIS

91162732

PERMANENT TAX NUMBER: 15-25-200-005

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