NON-DISTURBANCE AND ATTORNMENT AGHEEREN.

Reference is hereby made to the following:

- I. That certain Indenture of Lease dated effective May 4, 1991, (the "Lease") by and between ALSIP BANK, as Trustee under Trust Agreement dated July 1, 1978 and known as Trust No. 1-0460, George B. Demes, and Alexander Sarovich having a mailing address at 4548 North Western Avenue, Chicago, Illinois 60625 (collectively the "Landlord") and COLUMBIA NATIONAL BANK, having an office at 5250 North Harlem Avenue, Chicago, Illinois 60656, (the "Tenant").
- II. The Lease demising to Tenant premises area (the "Premises") in the Building located at 4001-4015 North Milwaukee Avenue and 4002-4016 North Cicero Avenue, Chicago, Illinois, more particularly described in Exhibit "A" annexed hereto.
- III. That certain mortgage on the Building (the "Mortgage") held by LaSalle National Bank, as successor to Exchange National Bank, having a malling address at 135 South LaSalle Street, Chicago, Illinois 60603 ("Mortgagee"). The Mortgage covers the property described in Exhibit "A" annexed hereto, a portion of which property is covered by the Lease.
- IV. Tenant has sought assurances from Mortgagee as to the availability of the Premises and the other appurtenant rights demised pursuant to the Lease for the entire term of the Lease.

NOW, THEREFORE, the undersigned parties do hereby agree as follows:

- A. Mortgagee covenants and agrees that, if it shall hereafter either foreclose the Mortgage, or shall acquire title by deed or otherwise in lieu of foreclosure, then in any such event, Tenant on paying the rent and any other payments reserved in the Lease, and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements therein contained on the part of Tenant to be kept, observed and performed, shall, during the term thereof, peaceably and quietly have, hold and enjoy the Premises and the appurtanant rights for the full term of years in the Lease provided, subject to the terms, covenants, conditions, provisions and agreements thereof, including, without limitation, the application of insurance proceeds and eminent domain awards, all as provided in the Lease.
- B. Tenant covenants and agrees that in the event Mortgagee shall hereafter either foreclose the Mortgage, or shall acquire title by deed or otherwise in lieu of foreclosure, then in any such event, Tenant shall attorn to and become the tenant of the party acquiring title, and as such tenant, shall pay to the party acquiring title or its representatives or agents the rent and other payments required to be made by Tenant under the provisions of the Lease, and any amendments thereto, and shall observe all the covenants, terms and conditions of the Lease.
- C. Mortgagee hereby assents to the execution and delivery of the Lease and recognizes all of the rights of Tenant thereunder.
- D. The agreements contained herein shall be self-executing, without the requirement of any further instrument or act by any party hereto.
- E. This instrument shall be binding upon, and inure to the benefit of the respective parties hereto, and their successors and assigns.

91219309

91219309

UNOFFICIAL COPY,

WITNESS the execution hereof, under seal, as of this 4714 day of 714 day of 715 and 71

ATTEST:	Exchange National Bank, as successor to Exchange National Bank By:
Assistant Vice Revilled	Its Hereunto duly authorized
	[MORTGAGEE]
ATTEST:	COLUMBAA NATIONAL BANK
non B. Jintane	By: Buto I Sorday
EXECUTIVE REPUBLICA	Its
	[TENANT]
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STATE OF ILLINOIS)) SS:	
COUNTY OF COOK)	
- Kana A Saymin	, and an public to the second
for said County, in the State af	oresaid, do hereby certify that
BUNTUN GORTON AND LACK D XINTANIPER	Sonally known to me to be the A NATIONAL BANK, Personally known
to me to be the Exec. V.P Sec	retary of said corporation, and
personally known to me to be the	
subscribed to the foregoing inst	rument, appeared before me this owledged that as such CHA:001
President and Free V.P Secr	etary, they signed and delivered
the said instrument as CHAIRA	President and Exec V.P
S ecret ary of said corporation, p the Board of Directors of said c	
aferesair, as their free and vol	untary act, and as the free and
voluntary act and deed of said c	orporation, for the uses and
purposes therein set forth.	
Given under my hand and not	arial seal, this 47 day of
	Kara A Solmitt
No.	tary Public
My Commission Expires:	541
9-26-92	"OFFICIAL SEAL"
<u> </u>	KAREN A, SCHMIDT Notary Public, State of Illinois
	Hy Commission Expires 9/26/92
STATE OF ILLINOIS)	
COUNTY OF COOK) SS:	
I, Temes Boeller	, a Notary Public in and
for said County, in the State after	resaid, do hereby certify that
Jessey J. Besselen and John Girtse, pers	dnally known to me to be the
Exchange National Bank, personall	v known to me to be the Most Mac
when the Secretary of said corporation	, and personally known to me to
be the same persons whose names a instrument, appeared before me th	re substribed to the foregoing
acknowledged that as such //ce	President and Heat Vice President
-Secretary, they signed and delive	red the said instrument as
<u>vice</u> President and Assilvice fresi	ल्ला Secretary of said
corporation, pursuant to authorit Directors of said corporation as-	rustee as aforusaid, as their
free and voluntary act, and as the	e free and voluntary act and
deed of said corporation, for the forth.	uses and purposes therein set
	Y-7-/- X
Given under my hand and notar	rial seal, this cay of
, 1991.	Conna Brette
	Monno Genelles
	ry Public
My Commission Expires:	5A.NAAAAAAAAAAAAAA
10/11/92	"OFFICIAL SEAL"
	Donne Boeller
THIS INSTRUMENT WAS PREPARED BY	f w Public, State of Illino's for the state of the sta
AND AFTER RECORDING RETURN TO:	None to the second second
Edward E. Wicks	
Altheimer & Gray	
10 S. Wacker Drive Suite 4000	
Chicago, Illinois 60606	

UNOFFICIAL COPY , ,

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN E. C. DICKINSON'S MILWAUKEE AVENUE SUBDIVISION NUMBER 3, A SUBDIVISION OF PART OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

4001-4015 North Milwaukee Avenue and Property Address: 13-16
COOK COUNTY CLORES OFFICE

4002-4016 North Cicero Avenue, Chicago, IL

PIN No : 13-16-431-011-0000

UNOFFICIAL COPY

Property of Coot County Clerk's Office

Mail to Edward Wicks Suite 4000 10 S wacker Drive Cheerge Sklinoes 10606