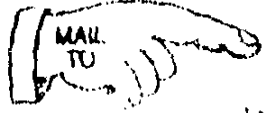


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COOK COUNTY RECORDER
* 42-540548
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R DEPT-01 RECORDING \$33.50



Chicago, IL 60603-5448
21st Floor
33 West Monroe Street
Glassberg, Samotny & Halper
Lovenfeld, Eisenberg, Janger,
Abraham Trieger, Esq.

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

1. Whereas, Tenant entered into a Retail Lease dated November 1, 1991 (the "Lease") with Chibly Associates, beneficiary of Laballe National Trust, N.A., not personally but as trustee under Trust dated June 5, 1985, and known as Trust No. 109881 ("Landlord") for approximately 16,991 rentable square feet of space (the "Leased Premises") in the lower level of the building located on that certain parcel of real estate, the legal description of which is set forth in Exhibit A attached hereto and made a part hereof, and which is commonly known as 1140 Lake Street, Oak Park, Illinois (the "Building").
2. Whereas, Fried executed the Lease guaranty attached as Exhibit D to the Lease.
3. Whereas, the RTC has instituted a mortgage foreclosure proceeding against the Building entitled Resolution Trust Corporation vs. Laballe National Bank, not personally, but solely as trustee u/t/a/ dated March 15, 1985 a/k/a Trust No. 109881, Case No. 92 C 1329 in the United States District Court for the Northern District of Illinois (the "Litigation").
4. Whereas, Dennis Redmond of Grubb & Ellis has been appointed as Receiver for the Building in the Litigation (the "Receiver").
5. Whereas, Tenant's interest in the Building is subordinate and inferior to the interest of the RTC pursuant to the mortgage dated June 15, 1988 made by Landlord in favor of Skokie Federal Savings and Loan Association and recorded in the Office of the Cook County Recorder of Deeds on June 22, 1988 as document number 88275375 (the "Mortgage").

RECITALS

This Agreement is made as of the 31st day of March, 1992 (this "Agreement") by and between the Resolution Trust Corporation, as Receiver for Skokie Federal Savings and Loan Association, F.A. ("RTC"), H. Fried Enterprises, Inc., an Illinois corporation ("Tenant") and Howard Fried ("Fried").

NON-DISTURBANCE AGREEMENT

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6. Whereas, the RTC is the current owner and holder of the Mortgage and of the Note in the original principal amount of two million five hundred twenty thousand dollars (\$2,520,000) which is secured thereby.
7. Whereas, Tenant represents and warrants that the Lease was validly executed, is binding and is in full force and effect, and that Tenant is not now and has never been in breach of the terms of the Lease.
8. Whereas, Tenant and Fried do not want the Lease and the Tenant's interest in the Building to be extinguished in the Litigation.
9. Whereas, Tenant and Fried represent that Fried has already invested over Two Hundred Thousand Dollars (\$200,000) in the aggregate of his own funds to pay for the costs of improvements to the Leased Premises and to the premises leased from Landlord by Kidnastics Play Palace, Inc. under that certain Retail Lease dated November 1, 1991 (the "Related Lease") with Landlord for a total of approximately 17,263 rentable square feet on the first and second floors of the Building (the "Related Premises").
10. WHEREAS, in order for Tenant and Fried to complete the improvements to the Leased Premises and to the Related Premises, it is necessary for RTC to execute and deliver this Non-Disturbance Agreement.
11. Whereas, as a condition precedent to this Non-Disturbance Agreement, the RTC has demanded that the Tenant and the Receiver execute that certain Amendment to Retail Lease made as of the 31st day of March, 1992 (the "Amendment to Lease") by and between Tenant and the Receiver and that Fried consent thereto.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual and several covenants herein contained and for other good and valuable consideration, the receipt and sufficiency whereof is hereby expressly acknowledged, it is hereby agreed as follows:

A. Each of the preceding recitals is the true and correct assertion of either fact or of the position asserted by one or more of the parties and is incorporated herein with the same force and effect as if recited herein at length.

B. Tenant agrees that the Lease and the Amendment to Lease is and shall continue to be subject and subordinate to the lien of the Mortgage. Notwithstanding anything contained in the

immediately preceding sentence to the contrary, the RTC, for itself, and for its successors and assigns, agrees that if the Lease, as amended by the Amendment to Lease, is in full force and effect and there are no defaults thereunder on the part of Tenant beyond the applicable cure or grace period provided therefor in the Lease, the right of possession of Tenant to the Leased Premises shall not be affected or disturbed by the RTC or any Purchaser (as hereinbelow defined) in the exercise of any of the rights by the RTC or any Purchaser, as the case may be, under the Mortgage or any note secured thereby. In the event the RTC, or any Purchaser, acquires title to the Leased Premises or the Building as a result of the Litigation, or pursuant to the exercise of any remedy provided for in the Mortgage, this Lease, as amended by the Amendment to Lease, shall not be terminated or affected by foreclosure or sale, or the Litigation, or any other proceeding, and the RTC, for itself, and for its successors and assigns agrees any sale (a "Sale") of the Leased Premises or the Building as a result of the Litigation, or pursuant to the exercise of any remedy provided for in the Mortgage, or otherwise, shall be subject to the Lease, as amended by the Amendment to Lease, and the rights of Tenant thereunder, provided that Tenant shall attorn to the RTC or such Purchaser as its new landlord. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of either of the parties hereto. Tenant shall sign such agreements evidencing such subordination as the RTC or such Purchaser may reasonably request. As used in this Agreement, "Purchaser" shall mean any purchaser of the Leased Premises under an agreement for deed or deed in lieu of foreclosure, and/or any successor or assignee of the RTC or such purchaser.

C. In the event that the RTC or any Purchaser succeeds to title to the Building through the Litigation or otherwise, no default of the Landlord under the Lease prior to the date hereof shall be binding upon or affect the rights of the RTC or any Purchaser to enforce the rights of the Landlord and the obligations of the Tenant under the Lease.

D. In the event of a Sale, RTC or any Purchaser, as the case may be, agrees to: (a) be bound by and perform all the covenants and obligations of Landlord under the Lease, as amended by the Amendment to Lease, to the extent such covenants and obligations accrue or arise during that period of time in which the RTC or Purchaser is the landlord under the Lease; and (ii) recognize all of Tenant's rights, including, but not limited to, Tenant's extension options, set forth in the Lease; provided, however, that the covenants and agreements of the RTC or such Purchaser, as the case may be, under the Lease shall be applicable and enforceable so long as Tenant is not in default of the Lease beyond the applicable cure or grace periods provided for in the Lease.

E. Miscellaneous Provisions.

1. This Agreement may be executed in one or more counterparts each of which bearing the signature of a party shall be deemed an original. This Agreement shall become effective only upon its execution by all of the parties hereto.

2. The parties shall each take such actions and execute any and all other or further documents, whether before, at or after the date hereof, which reasonably may be necessary or desirable in order to carry out the terms and provisions of this Agreement and perfect the transactions herein contemplated.

3. This Agreement can only be amended or modified by an instrument in writing executed by the parties.

4. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters set forth herein, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein.

5. Each of the parties to this Agreement was represented by counsel throughout the negotiations and execution hereof, and intends to be legally bound by the same.

6. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns, and any Purchaser, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

RESOLUTION TRUST CORPORATION,
as Receiver for Skokie Federal
Savings and Loan Association, F.A.

By: William J. Halley

H. FRIED ENTERPRISES, INC.

By: Howard Fried

HOWARD FRIED

Howard Fried

ACKNOWLEDGED:

By: Dennis L. Redmond
Dennis Redmond, as Receiver

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EXHIBIT A

Legal Description

Lots 19, 20 and 21 in Holly's Subdivision of Lots 2 to 12 inclusive in Subdivision of Block 2 in Whapels Subdivision in the Southwest corner of the Northwest quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, as shown on the Plat thereof recorded December 10, 1871 in Book 1 of Plats Page 13 as Document Number 7272 in Cook County, Illinois.

P.I.N. 16-07-119-014-0000

Address: 1136-1142 Lake Street
Oak Park, Illinois 60302

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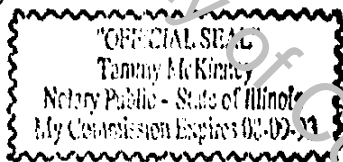
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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William E Malloy, the Department Head of the Resolution Trust Corporation personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of May, 1992.



Tammy McKinney
Notary Public, State of Illinois
Tammy McKinney
(Printed Name)

My commission expires: 8/9/93

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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HOWARD FRIED, individually and as President of H. FRIED ENTERPRISES, INC. personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of June, 1992.

Diane C. Goyette
Notary Public, State of Illinois

DIANE C. GOYETTE
(Printed Name)

My commission expires:

2/27/93



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