

# UNOFFICIAL COPY

11/11/92 14:07:00

Approved by action of  
Super Crown Books Corporation  
5300 25th Ave  
Lansdowne, MD 20743  
Atty Legal Dept.

92595094

## NON-INTERFERENCE AND ATTORNEMENT AGREEMENT

This AGREEMENT, made and entered into as of this 1st day of July, 1992, by and between METROPOLITAN LIFE INSURANCE COMPANY, a New York Corporation, whose address is One Madison Avenue, New York, New York 10010 (hereinafter referred to as "Mortgagee") and ~~SUPER CROWN BOOKS CORPORATION, a Delaware corporation, with its office at 55 East Monroe Street, Chicago, Illinois~~ (hereinafter referred to as "Tenant") and TIGIHAN SPEYER PROPERTIES, as agent for the owners of the Building, as hereinafter defined (hereinafter WITNESSETH: referred to as "Landlord")

WHEREAS, by a certain lease dated July 1992 by and between ~~Super Crown Books Corporation~~ Landlord (~~Super Crown Books Corporation~~) and Tenant (the "Lease"), Tenant has leased certain premises in the Building located at 55 East Monroe Street ("Building") in the City of Chicago, County of Cook, State of Illinois; and

WHEREAS, the Building constitutes part of the real estate legally described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, Mortgagee is the holder of a certain Note dated September 1, 1971 in the original principal amount of \$55,000,000, which Note is secured by the First Mortgage recorded as Document No. 21 645 020 in the County Records in Cook County, Illinois; and

WHEREAS, Mortgagee is also the holder of a certain Part Purchase Money Note dated January 20, 1979, in the original principal amount of \$15,745,000.00 secured by the Part Purchase Money Second Mortgage and Security Agreement recorded as Document No. 24 836 951 in the County Records of Cook County, Illinois; and

WHEREAS, in connection with the execution of the Lease, Tenant, and Mortgagee desire to enter into this Agreement.

NOW, THEREFORE, for an in consideration of the mutual promises contained herein, Mortgagee and Tenant agree as follows:

1. Tenant hereby subordinates all of its right, title and interest in the leasehold estate created by the Lease and to the above described real estate, to the liens of the First Mortgage and Part Purchase Money Second Mortgage and Security Agreement and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to

DEPT-01 RECORDING \$41.00  
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COOK COUNTY RECORDER

\$ 41.00

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any renewals, extensions, modifications or replacements thereof, up to and including an aggregate First Mortgage and Part Purchase Money Second Mortgage and Security Agreement indebtedness of \$70,745,000.00.

2. Mortgagee agrees that it will, and it does hereby recognize said Lease and all rights of Tenant thereunder shall remain in full force and effect, provided Tenant is not in default beyond applicable notice and grace periods in the payment of rent nor any other covenant or condition of the Lease subject to the terms and conditions of the Lease and that Tenant's rights thereunder will not be interfered with, disturbed or diminished by Mortgagee, notwithstanding any default in the payment or performance of said Mortgages and notwithstanding the institution, prosecution or completion of any foreclosure proceedings with respect thereto, and Mortgagee will not join Tenant as a defendant in any action or proceeding for the purpose of, or having the effect of, terminating, diminishing or modifying Tenant's interest and estate under said Lease by reason of any defaults by Landlord under the Mortgages above mentioned.

3. In the event that Mortgagee or its nominee becomes the owner of said premises either by reason of a foreclosure sale or otherwise, then:

and option(s),  
if exercised  
by Tenant,

(a) Tenant agrees to be bound to Mortgagee or its nominee under all of the terms or covenants and conditions of said Lease for the balance of the term thereof, with the same force and effect as if Mortgagee or its nominee were the named Landlord under said Lease. Tenant hereby agrees to attorn to Mortgagee or its nominee as its Landlord, said attornment to become self-executing immediately upon the acquisition of title to the mortgaged property by Mortgagee or its nominee; provided, however, that Tenant shall first have received written notice from Mortgagee or its nominee of its acquisition of title to said real estate.

material

(b) Mortgagee agrees that it or its nominee will be bound to Tenant under all of the terms, covenants, and conditions of said Lease; provided, however, that Mortgagee or its nominee shall not be: (i) liable for any act or omission of any prior Landlord; (ii) bound by any rent that Tenant may have paid in advance to any prior Landlord other than for the current month, nor for the return of any security deposits unless such deposits have actually been paid over to Mortgagee; (iii) bound by any amendment or modification of the Lease without the written consent of Mortgagee; (iv) liable from and after the date upon which Mortgagee or its nominee assigns its interest in the above-described real estate other than for claims against such Mortgagee or its

Including, but not limited to,  
the failure to pay Tenant  
the allowance referred to in  
Schedule B of the Lease (2.15.07) ?

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nominee arising under such Lease which shall have accrued prior to such assignment of interest, ~~and~~ liable for Landlord's obligations under the lease or any workletter attached to the lease to construct the initial improvements in the Premises or to provide Tenant with a construction allowance for said ~~improvements~~.

4. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year first above written.

Attest

METROPOLITAN LIFE INSURANCE COMPANY

By: *[Signature]*

THOMAS E. LARK  
ASSIGNMENT SECRETARY

By: *[Signature]*

Its: MANAGING DIRECTOR

Attest

TISHMAN SPEYER PROPERTIES, as agent for the owners of the Building

By: \_\_\_\_\_

By: *[Signature]*

Its: MANAGING DIRECTOR

Attest

SUPER CROWN BOOKS CORPORATION

By: \_\_\_\_\_

By: *[Signature]*

President

5. To the best of Mortgagee's knowledge, as of the date hereof, Landlord is not in default under the First Mortgage or the Part Purchase Money Second Mortgage and Security Agreement.

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STATE OF Illinois )  
COUNTY OF Cook ) SS.

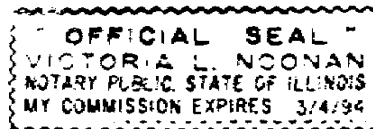
I, Victoria L. Noonan, a Notary Public in and for said County in the State aforesaid, do hereby certify that Victoria L. Noonan, a Managing Director of Tishman Speyer Properties, Inc., a general partner of Tishman Speyer Properties, a New York Limited Partnership, and Victoria L. Noonan Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Managing Director and Victoria L. Noonan Secretary, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal this July day of July, 1992.

Victoria L. Noonan  
Notary Public

My Commission Expires:

3/4/94



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STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss.

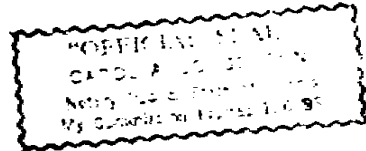
I, Carol A. Jorgenson, a Notary Public in and for said County in the State aforesaid, do hereby certify that ROBERT E. TERRY, an INVESTMENT OFFICER, President of METROPOLITAN INSURANCE COMPANY, a New York corporation, and THOMAS E. WARD, Assistant Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal this 13th day of July, 1992.

Carol A. Jorgenson  
Notary Public

My Commission Expires:

1-6-95



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STATE OF MARYLAND }  
COUNTY OF ANNE ARUNDEL }

SS.

On this 1st day of July, 1995, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared Robert Haft, known to me to be the President of Super Crown Books Corporation, 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

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U.S. GOVERNMENT PRINTING OFFICE

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## SCHEDULE A

### DESCRIPTION OF PROPERTY AND PLOT PLAN

Attached to and forming a part of that certain Lease and Memorandum of Lease executed under date of July 1, 1992 by and between TISHMAN SPEYER PROPERTIES, as agent for the owners of the Building, as herein defined,

SUPER  
as Lessor, and CROWN BOOKS CORPORATION, as Lessee

LESSOR'S PROPERTY The demised premises are a portion of Lessor's entire property, situated with the City of Chicago, County of \_\_\_\_\_ State of Illinois and now commonly known as the 55 E. Monroe Street Building containing such Building (Such property hereinafter referred to as "Lessor's Property")

The legal description of Lessor's Property is set forth in paragraph 7 of this Schedule A

Schedule A-1  
attached  
hereto and  
shown on  
Schedule A-2.

2. **DEMISED PREMISES** Lessor's Property provides a site for a store building at the location designated "Crown Books" on \_\_\_\_\_ Such store site and approved is now thereon, and is to be improved (as set forth in Schedule B \_\_\_\_\_) containing 6,263 square feet and having approximate dimensions of approximately 40 x 155' Said store site improvements, and appurtenant fixtures and equipment owned by Lessor, now or hereafter located thereon, are collectively referred to in this Lease as the "premises" or "demised premises"

3. **COMMON AREA EASEMENTS** Lessor, its agents, employees, patrons and invitees, in connection with Lessor and all other tenants of portions of Lessor's Property and their respective agents, employees, patrons, and invitees shall have and are hereby granted, during the entire term of this Lease, the non-exclusive use of the common areas of Lessor's Property ("common areas") as hereinafter defined, which use by all users shall be for the purposes of ingress, egress, service visitors, and parking \_\_\_\_\_ The common areas shall be defined as the sidewalks, non-enclosed mall areas, landscaped areas and all other leased or intended to be leased to tenants of the Building and Lessor's Property except those areas \_\_\_\_\_

\_\_\_\_\_ except as provided in paragraph 8 of this Lease. Lessor shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the common areas and Lessor shall manage, operate and maintain all such common areas, or cause the same to be done on its behalf

Unless otherwise expressly set forth in this Lease, Lessor shall not vary the designated means of ingress and egress

4. **INGRESS AND EGRESS** Lessor shall use its best efforts to preserve \_\_\_\_\_ access into and out of the Building at any time during the term of this Lease any means of ingress to or egress from the Building or the demised premises is not opened or is closed and is not within four (4) months of the closing replaced with a satisfactory substitute means of ingress or egress from the same public roadway. Lessor shall hereafter have the option either (a) to terminate this Lease upon written notice to Lessor within thirty (30) days after said four (4) month period has expired; (b) not to so terminate but withhold all minimum fixed rent payments due after said four (4) month period has expired until said substitute ingress or egress is opened, and further Lessor shall retain such withheld rent payments as liquidated damages, provided, however, that during any such period Lessee shall pay percentage rent equal to three percent (3%) of all gross sales made during such period, but such amount of gross sales shall not be used in computing percentage rent provided in paragraph 2.2 of this Lease

<sup>1</sup> and areas containing utilities or other services integral to the operation of Lessee's business in the premises

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as otherwise  
provided in the  
lease or

any transferee,  
assignee or sublessee

5. **PILOT PLAN** Lessor covenants that no changes shall be made to the building area and/or to ~~the~~ common areas from that shown on ~~the~~ and that no buildings, kiosks or freckling-type structures may be built except within the building areas or areas for building designation thereof, except by written amendment to the Lease, duly executed by the parties hereto

6. **COVENANTS** All of the covenants of Lessor contained in this Lease shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on Lessor's Property or any part thereof (a) is for the benefit of the demised premises and ~~the~~ having any leasehold interest therein derived through Lessee (and (b) shall be binding upon each successive owner, during his ownership, of any portion of Lessor's Property and upon each person having any interest therein derived through any owner of Lessor's Property

## 7. LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Parcels 1, 2 and 3 as described on page A-1 attached hereto.

Street Address of Lessor's Property is  
55 East Monroe Street, Chicago, IL

in accordance with the  
terms of this lease.

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## PARCEL 1:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE MADE BY THE UNIVERSITY OF CHICAGO, A NOT FOR PROFIT CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND RECORDED JUNE 6, 1966 AS DOCUMENT NUMBER 19834980, CREATING THE ELI B. WILLIAMS AND HARRIET B. WILLIAMS MEMORIAL FUND AND THE UNIVERSITY OF CHICAGO, A NOT FOR PROFIT CORPORATION OF ILLINOIS, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 18, 1966 AND RECORDED MAY 23, 1966 AS DOCUMENT NUMBER 19834980, AND AMENDED BY AMENDMENT DATED JULY 15, 1968 AND AMENDMENT TO LEASE DATED FEBRUARY 6, 1973 AND RECORDED FEBRUARY 27, 1973 AS DOCUMENT NUMBER 22233163, AND AMENDED BY AMENDMENT TO LEASE DATED NOVEMBER 29, 1977 AND RECORDED NOVEMBER 29, 1977 AND RECORDED JULY 28, 1978 AS DOCUMENT 24557619, DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1968 AND ENDING AUGUST 31, 2067, THE FOLLOWING DESCRIBED PREMISES TO WIT: PARCELS 1-"A" AND 1-"B".

### PARCEL 1-"A":

LOTS 2 AND 3 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 1-"B":

THE NORTH 54 FEET OF LOT 6 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS Property I. D. No. 17-15-103-001-0000

## PARCEL 2:

LEASEHOLD ESTATE CREATED BY THAT CERTAIN INDENTURE OF LEASE MADE BY THE BAPTIST THEOLOGICAL UNION LOCATED AT CHICAGO, AN ILLINOIS CORPORATION, TO CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 18, 1966 AND RECORDED MAY 23, 1966 AS DOCUMENT NUMBER 19834980 AND AMENDED BY AMENDMENT DATED JULY 15, 1968 AND AMENDMENT TO LEASE DATED FEBRUARY 6, 1973 AND RECORDED FEBRUARY 27, 1973 AS DOCUMENT NUMBER 22233162 AND AMENDED BY AMENDMENT DATED NOVEMBER 29, 1977 AND RECORDED JULY 28, 1978 AS DOCUMENT 24557610 DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1968 AND ENDING AUGUST 31, 2067 THE FOLLOWING DESCRIBED PREMISES:

### THE LAND:

THE SOUTH 1/2 OF LOT 7 AND SUBLOTS 1, 2, 3, AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS Property I. D. No. 17-15-103-002-0000

## PARCEL 3:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE AND ADDENDUM THEREON MADE BY HARRIS TRUST AND SAVINGS BANK, AN ILLINOIS CORPORATION, SUCCESSOR BY MERGER TO CHICAGO NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1950 AND KNOWN AS TRUST NUMBER 9484, TO CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1966 AND KNOWN AS TRUST NUMBER 49367, DATED MAY 18, 1966

LEGAL  
RF

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BEEN RECORDED AS DOCUMENT NUMBER 21047587 AND THE ADDENDUM NUMBER 3 TO LEASE, HAVING BEEN RECORDED AS DOCUMENT NUMBER 22233164 DEMISING AND LEASING FOR A TERM OF YEARS BEGINNING MAY 1, 1969 AND ENDING AUGUST 31, 2067 THE FOLLOWING DESCRIBED PREMISES:

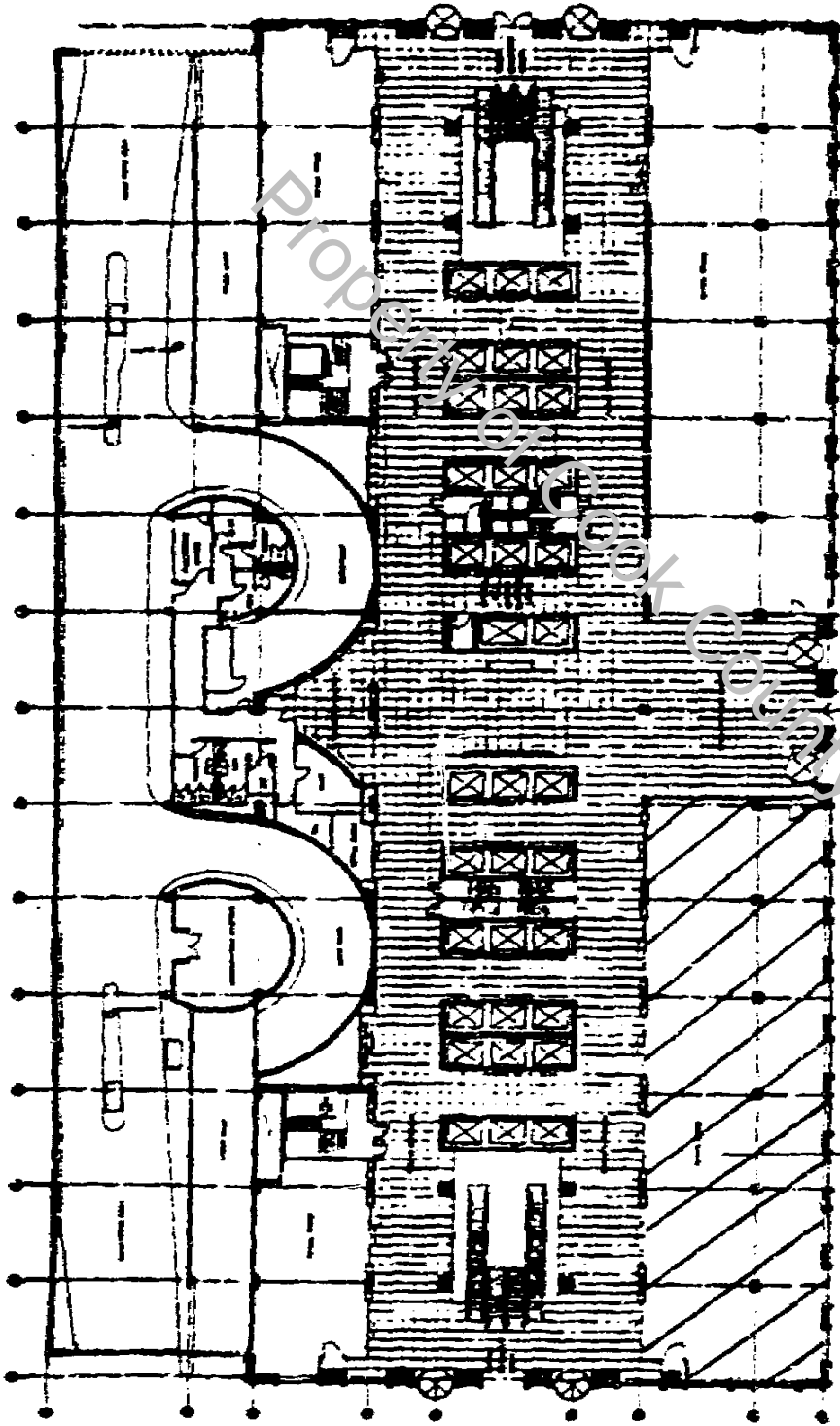
### THE LAND:

THE NORTH 1/2 OF LOT 7 AND THAT PART OF LOT 6 LYING SOUTH OF THE NORTH 54 FEET THEREOF, (EXCEPT THE EAST 9 FEET OF SAID LOTS) IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS Property I. D. No. 17-15-103-003-0000

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SCHEDULE A-1



Ground Floor

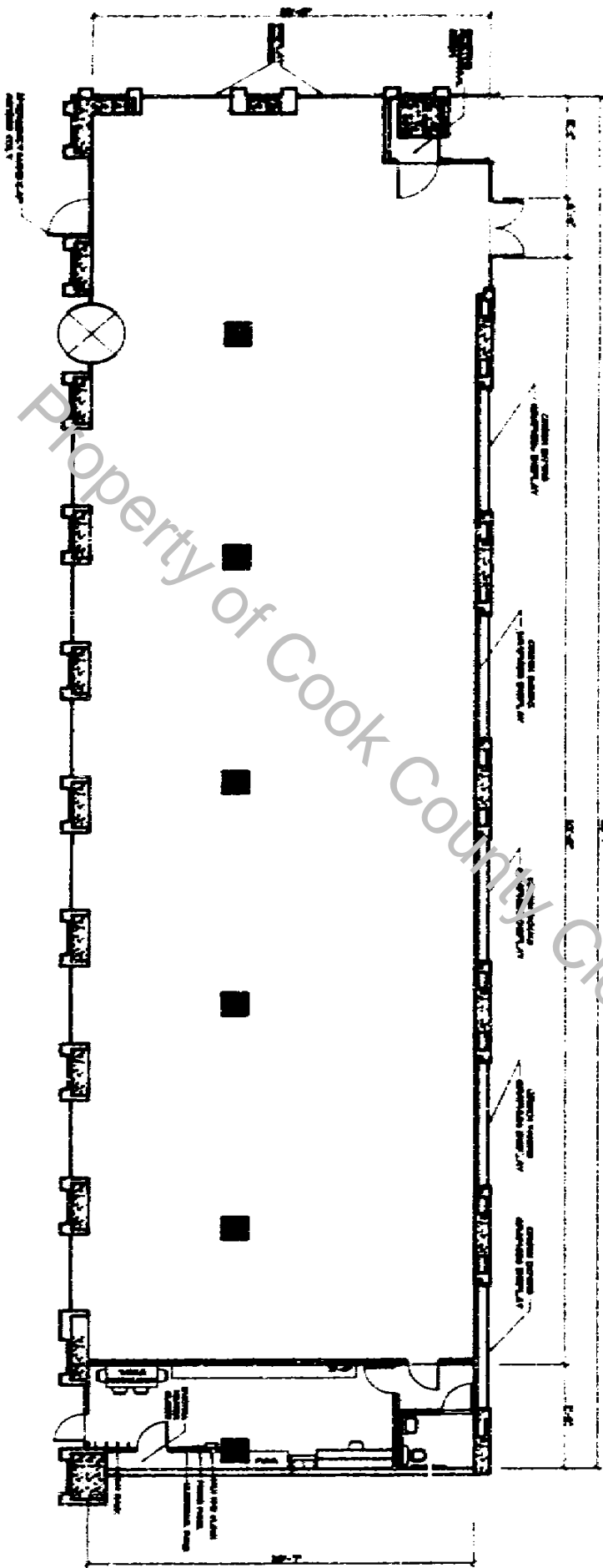
55  
WITH ONE LAYER WALL

SUPER CROWN ROOFS

THE ARCHITECTS  
F. J. W. & S. J. W.

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