

4199

UNOFFICIAL COPY

Record & Return to:
Office Depot, Inc.
Legal Dept.

2200 Old Germantown Rd.
Delray Beach, FL 33445

JD2F.25
06/09/92

Attn: Jean Goldsmith

92724183

NON-DISTURBANCE AGREEMENT-PRIMARY LESSOR

AGREEMENT made this 22nd day of June, 1992 between Amalgamated Trust and Savings Bank, not personally, but solely as trustee under Trust Agreement dated November 5, 1969 and known as Trust No. 2142, and its beneficiary, Lincoln Village Associates, an Illinois limited partnership (collectively, the "Ground Lessor") and Office Depot, Inc., a Delaware corporation ("Sublessee");

WITNESSETH:
DEPT-01 RECORDING \$31.50
T42222 TRAN 9537 09/30/92 12:04:00
#0775 # A * 92-724183
COOK COUNTY RECORDER

WHEREAS, Ground Lessor is the current owner of the real property and improvements that together comprise the Lincoln Village Shopping Center, as legally described on Exhibit "A" attached hereto (the "Premises"); and

WHEREAS, Sublessee is the tenant under a lease (the "Lease"), dated March, 1992, with Ground Lessee (defined below), as landlord, covering a portion (the "Demised Premises") of the Premises; and

WHEREAS, Ground Lessor has entered into a Lease of Ground and Improvements, dated March 18, 1988, as amended with Lincoln Village Investments Limited Partnership, an Illinois limited partnership, as ground lessee ("Ground Lessee"), pursuant to the terms of which Ground Lessor has leased to Ground Lessee, for a term of sixty (60) years, the Ground Lessor's entire right, title and interest in, to and under the Premises; and

WHEREAS, Ground Lessor and Sublessee desire to confirm certain understandings with respect to the Ground Lease and the Lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ground Lessor and Sublessee hereby agree and covenant as follows:

1. So long as Sublessee is not in default (beyond any period provided to Sublessee under the terms of the Lease in which to cure such default), in the payment of rent or "additional rent" due and payable under the Lease, or in the performance of any of the terms, covenants or conditions of the Lease on Sublessee's part to be performed, Sublessee's possession of the Demised Premises, and Sublessee's other rights and privileges under the Lease (or any expansions, extensions or renewals thereof that may be effected in accordance with any option therefor in the Lease), shall not be diminished or interfered with by Ground Lessor, and Ground Lessor will not join Sublessee as a party plaintiff in any action or proceeding for the purpose of terminating Sublessee's interest and estate under the Lease due to, or as a result of, any default under the Ground Lease by the Ground Lessee.

2. If the Ground Lessor terminates the Ground Lease by reason of a default by Ground Lessee of Ground Lessee's obligations under the Ground Lease, and provided that, from and after such termination of the Ground Lease, the Sublessee does not default under the terms of the Lease beyond applicable notice and cure periods, then (a) Sublessee's possession of the Demised Premises and Sublessee's rights and privileges under the Lease (or any extensions or renewals thereof that may be effected in accordance with any option therefor in the Lease), shall not be diminished or interfered with by Ground Lessor; (b) Sublessee's occupancy of the Demised Premises shall not be disturbed by Ground Lessor, for any reason whatsoever during the term of the Lease (or any extensions or renewals thereof); and (c) the Lease shall continue in full force and effect as a direct Lease between Ground Lessor and Sublessee, upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining (and any extensions or renewals thereof that may be effected in accordance with any option therefor in the Lease). In that event, Sublessee does hereby attorn to Ground Lessor (or any such other owner), as its landlord, said attornment to be effective and self-operative without the execution of any further instruments, and from and after Ground Lessor's (or such other owner's), succession to the interest

92724183

\$ 3150

UNOFFICIAL COPY

of Ground Lessee under the Lease, Sublessee shall have the same rights and remedies against Ground Lessor (or such other owner) under the Lease, including any remedies for the breach of any covenants made by landlord under the Lease, that Sublessee might have against the Ground Lessee under the Lease; provided further, however, that Ground Lessor or other such owner shall not be:

(a) liable for any act or omission of any prior landlord (including Ground Lessee); or

(b) subject to any offsets or defenses that Sublessee might have against any prior landlord (including Ground Lessee); provided, however, that this Subparagraph (b) shall not apply to Sublessee's rights, under Section 3.5 of the Lease, to credit certain payments against, and deduct those payments from, the payments of "Minimum Rent" that Sublessee owes under the Lease; or

(c) bound by any prepayment of rent or additional rent that Sublessee might have paid for more than the current month to Ground Lessee; or

(d) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of Ground Lessee, made or given without the written consent of Ground Lessor.

3. Subject to the terms of this Agreement, the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Ground Lease and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Ground Lease; but any and all such renewals, modifications, extensions, substitutions, replacements and/or consolidations shall nevertheless be subject to, and entitled to the benefits of the terms of, this Agreement.

4. To the extent that the Lease shall entitle the Sublessee to notice of any transfer or lease of the Premises, this Agreement shall constitute such notice to the Sublessee with respect to the Ground Lease and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Ground Lease.

5. In the event that Sublessee receives a written notice from Ground Lessor that Ground Lessee has defaulted under the Ground Lease and failed to cure such default on a timely basis, and, therefore, Ground Lessor directs Sublessee to pay all rent due under the Lease to Ground Lessor, Sublessee shall comply with such direction by Ground Lessor. Ground Lessee hereby executes this Agreement for the sole and exclusive purpose of acknowledging its consent to the terms hereof.

6. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto, or their respective successors in interest. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

UNOFFICIAL COPY

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois, and that the same has been duly filed for record in the office of the Clerk of Cook County, Illinois, on this _____ day of _____, 19____.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written at the places set forth above their signatures.

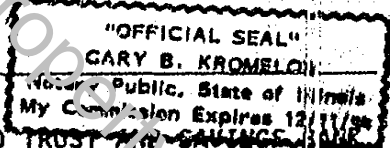
GROUND LESSOR:

LINCOLN VILLAGE ASSOCIATES, an Illinois limited partnership

By: Marshall Jones
Its: Gen Partner

~~ATTEST:~~ WITNESS NORMAN FINE
MITCHELL TORRE

By: Gary B. Kromeloh
Its: GARY B. KROMELOH



AMALGAMATED TRUST AND SAVINGS BANK, not personally, but solely as trustee aforesaid

By: Avp
Its: AVP

ATTEST:

By: Avp
Its: AVP

SUBLESSEE:

OFFICE DEPOT, INC., a Delaware corporation

By: Richard Folger
Its: President Secretary

~~ATTEST:~~ Witness:

By: Jean Gordon
Its: _____

GROUND LESSEE:

LINCOLN VILLAGE INVESTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership

By: TOMASZ/SHIDLER INVESTMENT CORPORATION, an Illinois corporation, its sole general partner

By: Michael T. Tomasz
Michael T. Tomasz, President

This instrument was executed by AMALGAMATED TRUST AND SAVINGS BANK, not personally, but solely as Trustee, as aforesaid. All the covenants and conditions contained herein are intended to be enforceable against AMALGAMATED TRUST AND SAVINGS BANK as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMALGAMATED TRUST AND SAVINGS BANK by reason of any of the covenants, statements, representations or warranties contained in this instrument.

COOK COUNTY Clerk's Office

92724183

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE, JANUARY 11, 1900

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 11, 1899

RELATIVE TO THE LANDS BELONGING TO THE STATE

AND TO THE MANNER OF DISPOSING OF THEM

AND TO THE MANNER OF IMPROVING THEM

AND TO THE MANNER OF LEASING THEM

AND TO THE MANNER OF SELLING THEM

AND TO THE MANNER OF RENTING THEM

AND TO THE MANNER OF DONATING THEM

AND TO THE MANNER OF EXCHANGING THEM

AND TO THE MANNER OF MORTGAGING THEM

AND TO THE MANNER OF ENCUMBERING THEM

AND TO THE MANNER OF ASSIGNING THEM

AND TO THE MANNER OF DEVISING THEM

AND TO THE MANNER OF BEQUESTING THEM

AND TO THE MANNER OF TRANSFERRING THEM

AND TO THE MANNER OF CONVEYING THEM

AND TO THE MANNER OF SUCCEEDING TO THEM

AND TO THE MANNER OF INHERITING THEM

AND TO THE MANNER OF RECEIVING THEM

AND TO THE MANNER OF HOLDING THEM

AND TO THE MANNER OF ENJOYING THEM

AND TO THE MANNER OF USING THEM

AND TO THE MANNER OF ABUSING THEM

AND TO THE MANNER OF WASTING THEM

AND TO THE MANNER OF CONSUMING THEM

AND TO THE MANNER OF DESTROYING THEM

AND TO THE MANNER OF REPAIRING THEM

AND TO THE MANNER OF RESTORING THEM

AND TO THE MANNER OF PRESERVING THEM

AND TO THE MANNER OF PROTECTING THEM

AND TO THE MANNER OF DEFENDING THEM

AND TO THE MANNER OF SAVING THEM

632 JANUARY 11 1900
RECEIVED
STATE OF ILLINOIS
COUNTY OF COOK
LAND OFFICE

Property of Cook County Clerk's Office

RECORDED

UNOFFICIAL COPY 9 2 7 2 4 1 3 3

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RICHARD BLEWS, whose name as Assistant Secretary of OFFICE DEPOT, INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with fully authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15th day of June, 1992.

Elizabeth R. Jung
NOTARY PUBLIC
Name: *Elizabeth R. Jung*
My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 24, 1993
Bonded thru Toy Fair Insurance Inc.

Property of Cook County Clerk's Office

92724483

UNOFFICIAL COPY

ADDITIONAL DETAILS

HOW TO GET A COPY

This is an unofficial copy of a document. It is not intended to be used as a legal document. It is only for informational purposes. The original document is the only one that should be used for legal purposes. If you need a copy of the original document, you should contact the appropriate authority.

This document is the property of Cook County Clerk's Office.

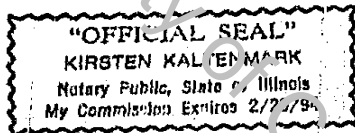
Property of Cook County Clerk's Office

11/15/2011

STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHAEL T. TOMASZ, whose name as President of TOMASZ/SHIDLER INVESTMENT CORPORATION, an Illinois corporation, as sole general partner of LINCOLN VILLAGE INVESTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with fully authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 16th day of June, 1992.



Kirsten Kaltenmark
NOTARY PUBLIC
Name: *Kirsten Kaltenmark*
My Commission Expires: *2/20/94*

Cook County Clerk's Office

92724183

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

SHOPPING CENTER LEGAL DESCRIPTION

THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTER LINE OF LINCOLN AVENUE, 168.8 FEET; THENCE EAST 679.5 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 918.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE EXTENDED NORTH, THENCE NORTHWESTERLY 20.90 FEET ALONG THE CENTER LINE OF LINCOLN AVENUE TO A POINT; THENCE NORTHEASTERLY 50 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING, BEGINNING AT AFORESAID DESCRIBED POINT, THENCE NORTHEASTERLY 118.80 FEET, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY 93.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES 16 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 130 DEGREES 44 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE B - 271453 CIRCUIT COURT OF COOK COUNTY, ILLINOIS ALL IN COOK COUNTY, ILLINOIS.

PIN 13-02-220-028

PARKING LOT 1302220035-8002

6165 N. Lincoln Avenue, Chicago, IL 50559

Landlord hereby warrants and represents that the above legal description conforms to the Shopping Center as depicted on the Site Plan.

Handwritten initials/signature

UNOFFICIAL COPY

ALABAMA

OFFICE OF THE CLERK OF THE SUPREME COURT

STATE OF ALABAMA
COUNTY OF [illegible]

Property of Cook County Clerk's Office

I hereby certify that the above legal description conforms to the original as shown to me by [illegible] on this [illegible] day of [illegible] 20[illegible].