

TO BE RECORDED AT THE
REQUEST OF AND RETURN
AFTER RECORDING TO:

UNOFFICIAL COPY

Crown Books No. 760

Super Crown Books Corporation
3300 - 75th Avenue, Landover, MD 20785
Attention: Legal Department

92755880

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NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

SUPER CROWN BOOKS CORPORATION ("Lessee") is about to execute a Lease ("Lease") with LASALLE NATIONAL TRUST, N.A., A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1983, AND KNOWN AS TRUST NO. ("Lessor"), of the demised premises ("demised premises") described in Schedule "A" attached hereto. 107166

Continental Bank N.A.

A ("Beneficiary") has caused to be recorded a Deed of Trust or mortgage on July 31, 1990, as instrument No. 90-369565, in Book _____ Page _____ official records of the County of Cook, State of Illinois ^(the "Deed of Trust") on said demised premises of which it is the ^{Mortgagee} Beneficiary. Lessee and Beneficiary desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interest by means of the following Non-Disturbance, Attornment and Subordination Agreement.

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Provided the Lease is in full force and effect and there are no defaults thereunder after the expiration of any applicable cure periods, then:

(a) The right of possession of Lessee to the demised premises and the Lessee's ^{related} rights arising out of the Lease shall not be ~~attacked~~ ^{disturbed} by the Beneficiary in the exercise of any of its rights under the Deed of Trust or the Note secured thereby.

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(b) In the event the Beneficiary, or any other person acquires title to the demised premises pursuant to the exercise of any remedy provided for in the Deed of Trust or ^{other similar remedy allowed} under the law of the state in which the demised premises are located, the Lease shall not be terminated or ^{disturbed} by said foreclosure or sale resulting from any such proceeding, and the Beneficiary hereby covenants that any sale by it of the demised premises pursuant to the exercise of any rights and remedies under the Deed of Trust, or otherwise, shall be made subject to the Lease and the rights of the Lessee thereunder, and the Lessee covenants and agrees to attorn to the Beneficiary or such person as its new Lessor, and the Lease shall continue in full force and effect as a direct lease between Lessee and Beneficiary, or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease and herein between Lessee and Lessor. However, ^{notwithstanding anything to the contrary contained herein:} ~~Beneficiary or such other person shall not be~~

^{In no event shall Beneficiary or such other person be}
(i) liable for act or omission of the Lessor;

(ii) ^{Any prior landlord of the demised premises (including} bound by any payment of rent, additional rent, or advance rent ^{made by the Lessor to,} or deposit

Subject to the A ^{(iii) - (vi) - See attached Rider, the terms of which are incorporated herein by reference.} Notwithstanding the foregoing, the rights and obligations of Lessee and the Beneficiary, respectively, upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, including any renewals or extensions thereof, be the same as now set forth in the Lease and by this reference, the Lease is incorporated herein as a part of this agreement.

2. The Lease shall be subject and subordinate to the lien of the Deed of Trust ~~xxxix~~ and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, not inconsistent with Paragraph 1 of this agreement.

*In no event shall Beneficiary or such other person be

DEPT-01 RECORDINGS \$41.00

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#2045 # 755880
COOK COUNTY RECORDER

UNOFFICIAL COPY

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE STATE OF ILLINOIS, COUNTY OF COOK, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County.

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

Clerk of Cook County

Given under my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County

Given under my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County

Given under my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County

Given under my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County

Given under my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County

Given under my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County

92735880

Property of Cook County Clerk's Office

3. The foregoing provisions shall be self operative and effective without the execution of any further instruments on the part of either party hereto.

4. This agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.

5. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

6. This agreement shall take effect upon its execution by all of the parties here to, and upon the full execution of the Lease.

7. through 11. - See attached Rider, the terms of which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this

4th day of November, 1991

CONTINENTAL BANK N.A.

Robert L. Mattison
Vice President

Walter A. Bullard

Real Estate Officer

BENEFICIARY

92755880

SUPER CROWN BOOKS CORPORATION

By: President

LESSEE

LA SALLE NATIONAL TRUST, N.A., not individually, but as Trustee aforesaid

By: Joseph M. ... SR. VICE PRESIDENT

Attest: ... ASSISTANT SECRETARY

LESSOR

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1. The undersigned hereby certifies that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

2. This certificate is given in full faith and confidence that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

3. This certificate is given in full faith and confidence that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

4. This certificate is given in full faith and confidence that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

Property of Cook County Clerk's Office

Witness my hand and seal of office this _____ day of _____, 20__.

CLERK OF COOK COUNTY

Notary Public

My Commission Expires _____

NOTARY PUBLIC

My Commission Expires _____

NOTARY PUBLIC

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Rider to Non-Disturbance, Attornment and Subordination Agreement dated November 4, 1991
By and Between Super Crown Books Corporation, LaSalle National Trust, N.A., a national banking association, not personally but as Trustee under Trust Agreement dated January 1, 1983, and known as Trust No. 107166 and
Continental Bank N.A.

- (iii) Beneficiary shall not be bound by any amendment or modifications of the Lease made without the consent of Beneficiary;
- (iv) Beneficiary shall not be liable to the Lessee for the commencement or completion of any construction or installation, or any contribution toward construction or installation, of any improvements upon the demised premises, however, this provision shall not affect Lessee's right to offset from rent as provided for in the Lease; and
- (v) Lessee agrees that, notwithstanding any provision of the Lease to the contrary, the terms of the Deed of Trust shall govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Lessor to restore the demised premises and the shopping center related thereto (the "Property") shall, insofar as they apply to Continental Bank N.A. (or ~~Continental Bank N.A.~~, in Continental Bank N.A. (or ~~Continental Bank N.A.~~) becomes lessor of the demised premises, be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all reasonable costs and expenses incurred in obtaining such proceeds or awards.

7. Lessee agrees that, notwithstanding anything to the contrary contained herein or in the Lease, in the event Beneficiary or any successor or assign thereof shall succeed to the rights of Lessor under the Lease, (a) Lessee shall look solely to Beneficiary's interest in the Property in the enforcement of any claims against Beneficiary, and (b) neither Beneficiary nor any director, officer, employee or agent of Beneficiary shall, under any circumstances, assume or have any personal liability under the Lease and Lessee shall have no rights whatsoever in or against any other assets or properties of Beneficiary, or any director, officer, employee or agent of Beneficiary except as expressly set forth in clause (a) above.

8. This Agreement shall constitute notice to the Lessee of the existence of Beneficiary and the Deed of Trust pursuant to Section 20.1 of the Lease.

9. Beneficiary may, at its option and without further notice to, or action by, the parties hereto, subordinate the lien of the Deed of Trust to the Lease and Lessor and Lessee hereby agree to execute any and all such documents and instruments and take such other actions as Beneficiary may reasonably require to evidence such subordination. Upon any such subordination, the terms and provisions of this Agreement shall remain in full force and effect except to the extent that Section 2 hereof is expressly superseded by Beneficiary's action pursuant to this Section 9.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original and any of which may contain the

any entity acting on its behalf

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Page 1 of 1

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signatures of less than all of the parties hereto, but all of which together shall constitute one and the same instrument.

~~Lessee acknowledges and agrees that all of the contingencies specified in the footnote on Page 19 of the lease, namely the complete execution and delivery to Lessee of the Super Crown Books Lease (including the Non Disturbance Attornment and Subordination Agreement for Heritage Square, Naperville, Illinois and the Second Amendment to Lease for Crown Books Store No. 784 located in the Algonquin Mall in Rolling Meadows, Illinois) have been irrevocably satisfied in full and all such contingencies are irrevocably deleted from the Lease.~~

This instrument is executed by LaSALLE NATIONAL TRUST, N.A., not personally as a sole or Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL TRUST, N.A. are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL TRUST, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

Initials

Super Crown

Continental Bank

Lessor

92755860

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Property of Cook County Clerk's Office

01/11/08

641153 42
Ward 14
1/11/08

CBachant/Amtdong

08/5

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 ... by and between LASALLE NATIONAL TRUST, N.A., A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1983, AND KNOWN AS TRUST NO. 107166,

SUPER as Lessor, and CHOWN BOOKS CORPORATION, as Lessee.

1. LESSOR'S PROPERTY. The demised premises are a portion of Lessor's entire property, situated in the City of Schaumburg, County of Cook, State of Illinois, and now commonly known as a portion of One Schaumburg Place

Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the plot plan initiated by the parties hereto, attached hereto and made a part hereof ("plot plan"). The legal description of Lessor's Property is set forth in paragraph 7 of this Schedule A.

2. DEMISED PREMISES. Lessor's Property provides a site for a store building in the location designated "Chown Books" on the plot plan. Such building is now thereon, or is to be erected pursuant to Schedule B herof by Lessor or Lessee, containing 12,000 square feet and having inside dimensions of approximately 35' x 110'. Said building site, building, improvements, and appurtenances, and 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. Lessee, its agents, employees, patrons and invitees, in common 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 free, uninterrupted, and 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 utilities, and parking, and which parking area shall consist of not less than parking spaces, located as shown on the plot plan. The common areas shall be defined as the sidewalks, driveways, roadways, parking areas, non-enclosed mall areas, landscaped areas and all other areas of Lessor's Property except those areas designated as "building area" on the plot plan. Lessor may not use, nor permit any other person to use, the common areas for the benefit of any property, adjoining or otherwise, other than Lessor's Property as defined herein. Except as provided in paragraph 19.3 of this Lease, Lessee 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.

4. INGRESS AND EGRESS. Lessor shall not materially vary the designated means of ingress and egress. Lessor will not alter or cause to be altered existing street signs, median cuts, or walk signals without Lessee's written consent. Lessor shall use its good faith efforts to preserve and improve access into and out of the shopping center. If at any time during the term of this Lease any means of ingress to or egress from the shopping center 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, Lessee shall thereafter have the right to terminate this Lease upon written notice to Lessor within ninety (90) days after said four (4) month period has expired.

four (4) month period has expired until said substitute ingress or egress is opened, and further Lessee 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, and such amount of gross sales shall not be used in computing percentage rent

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DECLARATION

STATE OF ILLINOIS, COUNTY OF COOK

I, _____, of the County of Cook, State of Illinois, do hereby certify that the foregoing is a true and correct copy of the _____ as the same appears from the records of the _____ of the County of Cook, State of Illinois.

Given under my hand and the seal of the County of Cook, this _____ day of _____, 19____.

County Clerk

Property of Cook County Clerk's Office

11/11/11

cbacham1

5. PLOT PLAN. SEE SCHEDULE C, PARAGRAPH 16.

~~As to covenants that are changes that bear on the building area, the parking and other common areas from that shown on the plot plan and over to buildings, blocks or building-type structures may be built, except within the building areas or areas for building designat-~~

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 each person 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.

That part of the East Half of the Southeast Quarter of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the South boundary line of Converse Lands, said line being 25 feet South of and parallel to the South right-of-way line of existing Woodfield Road, and the Westerly right-of-way line of F.A.I. 90; thence South 7°55'44" West 1903.79 feet along last said Westerly line to the Northerly right-of-way line of Higgins Road as dedicated; thence Westerly along last said Northerly line on a curve convex to the North, having a radius of 15,720.15 feet, an arc distance of 737.48 feet to a line 70 feet East of and parallel to the West line of the East Half of said Southeast Quarter; thence North 0°33'32" East 182.01 feet; thence North 89°26'28" West 10.00 feet; thence North 0°33'32" East 120.94 feet; thence North 7°02'44" East 351.08 feet; thence North 0°33'32" East 290.13 feet; thence South 89°26'28" East 10.00 feet; thence North 0°33'32" East 378.94 feet to the South boundary line of said Converse Lands; thence South 83°21'46" East 928.70 feet along last said South boundary line to the place of beginning, excepting therefrom

That part of the East Half of the Southeast Quarter of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Northerly right-of-way line of Higgins Road, as dedicated, and the Westerly right-of-way line of F.A.I. 90; thence North 7°55'44" East 191.94 feet; thence North 82°04'16" West 102.67 feet to a place of beginning; thence North 86°23'31" West 150.00 feet; thence North 3°36'29" East 215.00 feet; thence South 86°23'11" East 150.00 feet; thence South 3°36'29" West 215.00 feet; to the place of beginning;

and also excepting therefrom

That part of the East Half of the Southeast Quarter of Section 13, Township 41 north, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Westerly right-of-way line of Route F.A.I. 90 and the South boundary line of the Converse Lands, said line being 25 feet South of and parallel to the South right-of-way line of existing Woodfield Road; thence North 83°21'46" West 295.12 feet along the South boundary line of said Converse Lands; thence South 6°38'14" West 54.81 feet to a place of beginning; thence South 41°32'33" East 236.00 feet; thence South 48°27'27" West 155 feet; thence North 41°32'33" West 236.00 feet; thence North 48°27'27" East 155.00 feet to the place of beginning;

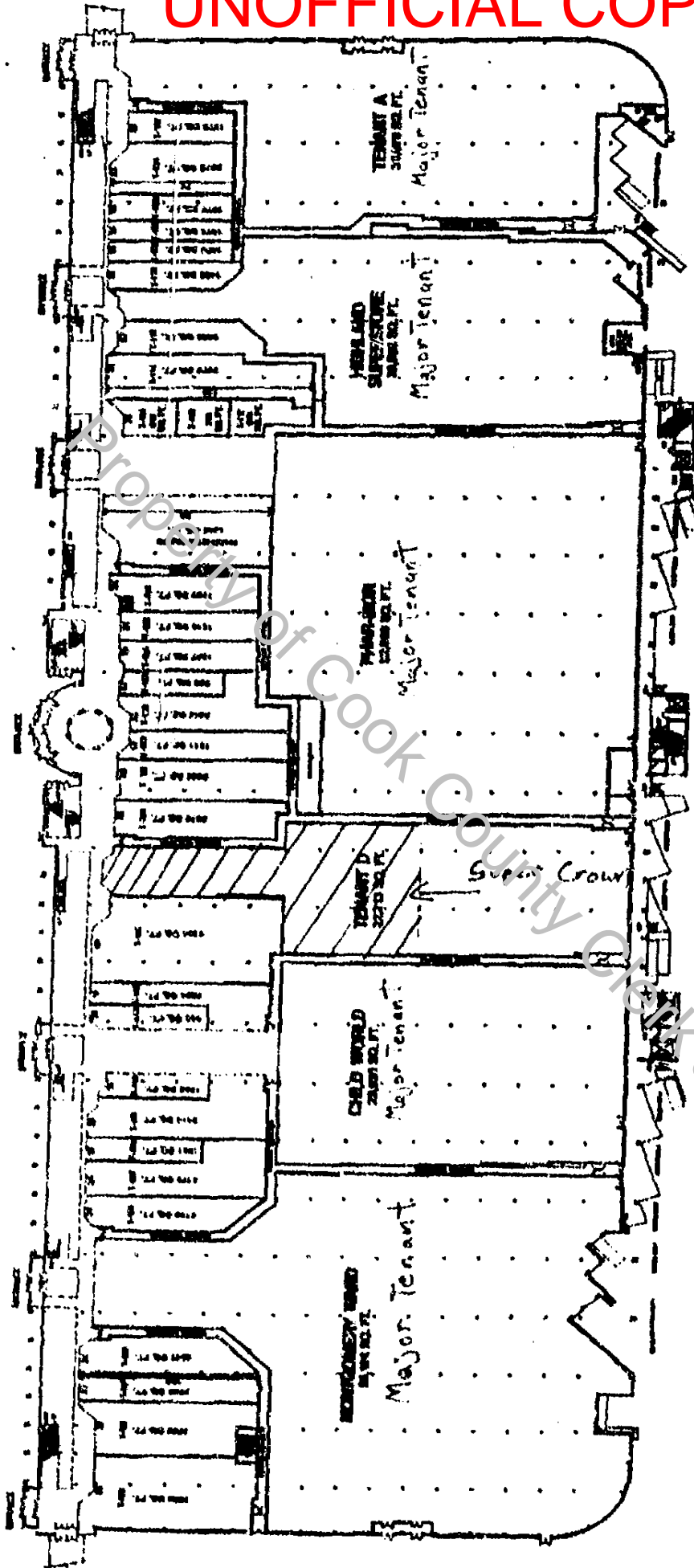
all in Cook County, Illinois

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FIRST LEVEL PLAN
 APRIL 27, 1981

PROJECT SUMMARY:

SPACED TENANTS	60,000 sq. ft.
UNID. TENANTS	24,000 sq. ft.
POOD COUNT	1,000
TOTAL	84,000 sq. ft.
NETX TENANTS	24,000 sq. ft.
TOTAL G.L.A.	84,000 sq. ft.

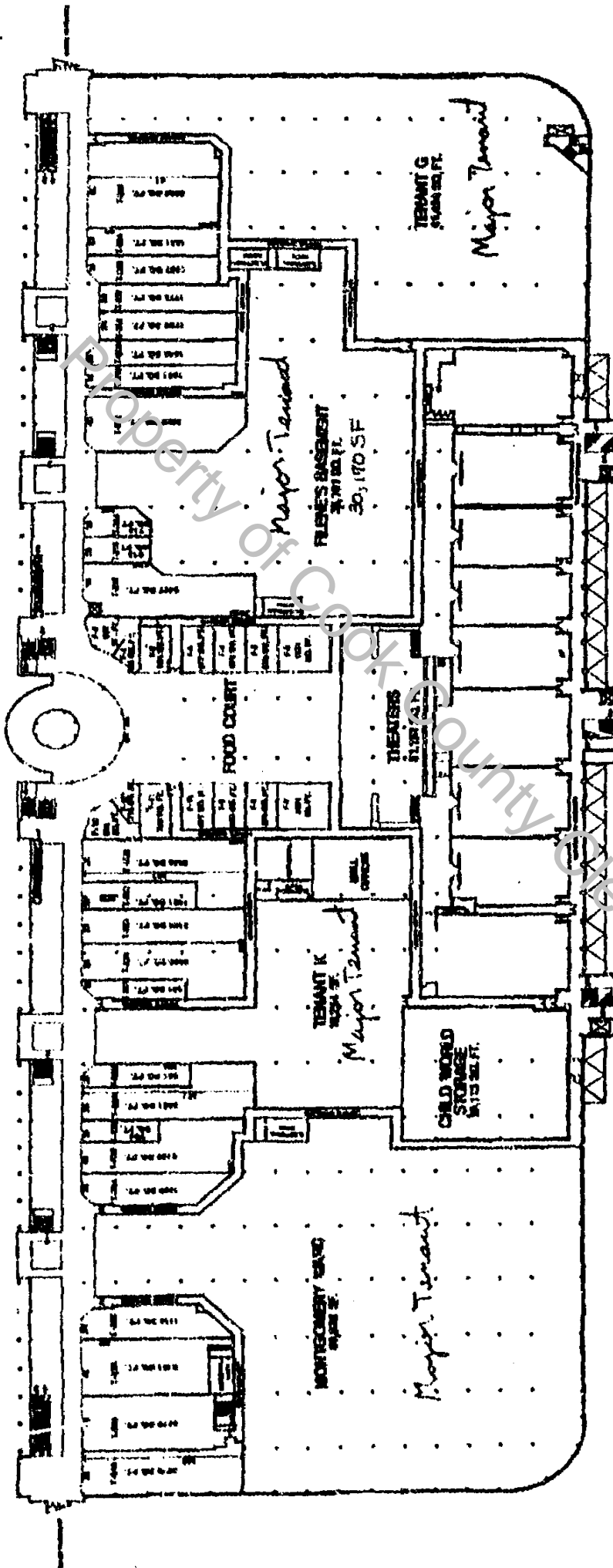
FIRST LEVEL TOTALS

SPACED TENANTS	60,000 sq. ft.
UNID. TENANTS	24,000 sq. ft.
POOD COUNT	1,000
TOTAL G.L.A.	84,000 sq. ft.

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SECOND LEVEL PLAN
 APRIL 27, 1981

PROJECT SUMMARY:

EMERGENCY TENANTS	24,100 SF
LARGE TENANTS	32,894 SF
FOOD COURT	8,425 SF
THEATER	25,100 SF
TOTAL	90,519 SF
ROCK TENANTS	3,300 SF
TOTAL G.L.A.	587,000 SF

SECOND LEVEL TOTALS

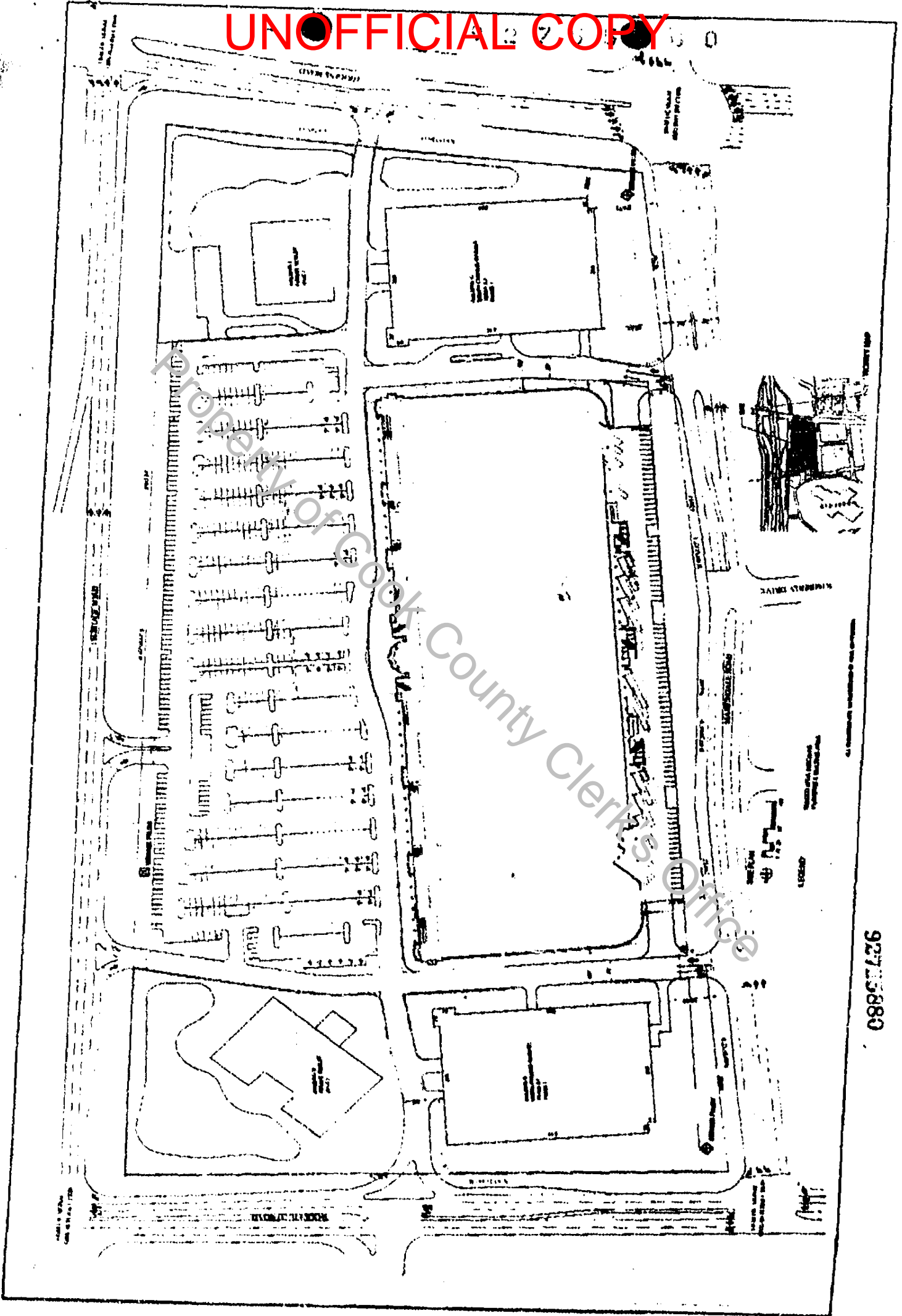
EMERGENCY TENANTS	24,100 SF
LARGE TENANTS	32,894 SF
FOOD COURT	8,425 SF
THEATER	25,100 SF
ROCK TENANTS	3,300 SF
TOTAL G.L.A.	90,519 SF

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notary/jvffile

STATE OF Illinois } SS:
COUNTY OF Franklin

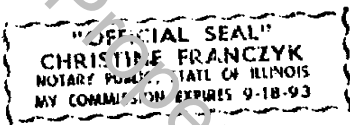
On this 6th day of January, 1992, before me, Christine Franzyk, a Notary Public in and for said county and state, personally appeared Robert L. Mattson, known to me to be the Vice President and William A. Ballantyne, known to me to be the Real Estate Officer Secretary of Continental Bank N.A., the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, 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.

Christine Franzyk

Notary Public in and for said County and State

My commission expires 9-18-93



STATE OF _____ } SS:
COUNTY OF _____

On this _____ day of _____, 19____, before me, _____, a Notary Public in and for said county and state, personally appeared _____, and _____, known to me to be the _____ of the _____ partnership that executed the within instrument, and acknowledged to me that such partnership 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.

Notary Public in and for said County and State

My commission expires _____

STATE OF Illinois } SS:
COUNTY OF Cook

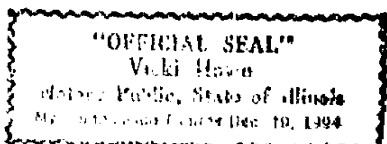
On this 6th day of JANUARY, 1992, before me, _____, a Notary Public in and for said county and state, personally appeared JOSEPH W. FARIG SR. VICE PRESIDENT, and Rosemary Collins ASSISTANT MANAGER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. at LaSalle National Trust, N.A.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Vicki Howe

Notary Public in and for said County and State

My commission expires 12/19/94



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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
MAY 11, 1899

Property of Cook County Clerk's Office

RECEIVED
JAN 11 1900
STATE OF ILLINOIS
LAND OFFICE

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
MAY 11, 1899

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
MAY 11, 1899

RECEIVED
JAN 11 1900
STATE OF ILLINOIS
LAND OFFICE

STATE OF MARYLAND }
COUNTY OF ANNE ARUNDEL }

SS.

On this 13th day of December, 1991, 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

Property of Cook County Clerk's Office

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STATE OF ILLINOIS
CLERK OF THE SUPREME COURT

Property of Cook County Clerk's Office

92733889

10/20/2023