

UNOFFICIAL COPY**NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Mortgagee to Tenant)**

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THIS AGREEMENT, dated this 15th day of October, 1992, between Inland Real Estate Sales, Inc. ("IRES"), an Illinois corporation, whose address is 2901 Butterfield Road, Oak Brook, Illinois 60521, hereinafter called Tenant and AMERICAN UNITED LIFE INSURANCE COMPANY, Indianapolis, IN, a Indiana corporation, whose address is 1 American Square, Indianapolis, IN46206 hereinafter called Mortgagee:

RECITALS

A. Tenant has leased the premises described in Exhibit "2" attached hereto and made a part hereof (the "Premises") for a term of five (5) years with one five (5) year option to renew, under that certain Lease dated August 1, 1992 between WEIMAN CO., INC. as Landlord and IRES as Tenant (the "Lease");

B. Mortgagee holds the mortgage (the "Mortgage") on the building and land of which Premises is a part, to secure the sum of 3,200,000, which Mortgage, dated September 28, 1987, was executed by Weiman Co., Inc., whose address is 1 American Square, Indianapolis, IN46206 and recorded the 29th day of September, 1987, as Document No. 87529292 with the Cook County Recorder of Deeds.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the undersigned Mortgagee and Tenant agree as follows:

1. The Mortgagee does hereby covenant and agree that Mortgagee shall not disturb Tenant's and its successors' or assigns' quiet possession of the Premises under the Lease nor deprive Tenant of any of its rights, privileges or immunities thereunder and shall not impose any additional obligations upon Tenant not specifically provided for in the Lease provided that Tenant, its successors or assigns, is not in default thereunder, and so long as Tenant, its successors and assigns, shall pay the rent and observe and perform all of the provisions of the Lease as therein provided, until the expiration or earlier termination of the Lease.

2. If the interest of the Landlord shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee, or by any other manner and Mortgagee succeeds to the interest of the Landlord under the Lease or Mortgagee becomes a mortgagee-in-possession of the building and site of which the Premises are a part, or appoints or has an appointed a receiver therefor, Mortgagee shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the term thereof, and the renewal thereof if the option therefor is exercised, and Tenant does hereby agree to attorn to Mortgagee as its landlord, should Mortgagee require such attornment. However, Tenant shall be under no obligation to pay Rent to Mortgagee until Tenant receives written notice from Mortgagee that Mortgagee has succeeded to the interest of the Landlord under the Lease or taken any of the other actions above described. The respective

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Attest: Barbara J. Williams
Its: Asst. Secretary

By: [Signature]
Its: [Signature]
AMERICAN UNITED LIFE INSURANCE COMPANY

IN WITNESS WHEREOF, the Mortgagee has hereunto executed this Agreement this 15 day of October, 1992.

TENANT

Attest: [Signature]
Secretary

By: [Signature]
President
INLAND REAL ESTATE SALES, INC.

IN WITNESS WHEREOF, the Tenant has hereunto executed this Agreement this 15 day of October, 1992.

6. This agreement and each and every covenant and other provision hereof, shall be binding upon and be for the benefit of the parties hereto and their heirs, executors, administrators, representatives, successors, assigns and sub-lessees.

Indianapolis, IN 46206
American Square

Mortgagee: AMERICAN UNITED LIFE INSURANCE COMPANY

Inland Real Estate Sales, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60521
Attn. Richard Kehoe

Tenant:

5. Any notices which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail to the following addresses, or to such other places any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

4. This Agreement is to be governed and construed by the laws of the State of Illinois.

3. Mortgagee shall not name Tenant as a party defendant in any action or proceeding to foreclose the mortgage except as may be required by law, and any foreclosure sale pursuant to the Mortgage shall be subject to the lease.

rights and obligations of the Tenant and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the lease and the renewal, it exercised, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the lease in this Agreement by reference with the same force and effect as if set forth at length herein.

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STATE OF ILLINOIS
COUNTY OF DU PAGE

BEFORE ME, the undersigned authority, personally appeared Richard Kehoe and Ronald Kane to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of Inland Real Estate Sales, Inc. an Illinois corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary respectively of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 27th day of October, 1992.

(SEAL) OFFICIAL SEAL
CATHERINE A. MASTERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/29/93

Catherine Masters
Notary Public
My Commission Expires:

STATE OF INDIANA
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared Drew C. Boggs and Dorothy J. Bowman to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Assistant Secretary of American United Life Insurance an Indiana corporation, and severally acknowledged to and before me that they executed such instrument as such Vice President and Assistant Secretary respectively of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 15th day of October, 1992.

(SEAL)

Connie E. Harrington
Notary Public Connie E. Harrington
My Commission Expires: September 12, 1993
Resident Hendricks County, Indiana

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EXHIBIT A

7. Prior to invoking any remedy against Landlord, for default by Landlord under the terms of the Lease, IRES agrees that it will provide Mortgagee with written notice of such default of the Landlord under the Lease and that it will allow Mortgagee a period of thirty (30) days after receipt of such notice to cure such default if it is not cured by Landlord; provided, however, that Mortgagee shall be allowed up to sixty (60) days after receipt of written notice of default to cure any such default if Mortgagee is diligently proceeding to cure such default and such default cannot be cured within a thirty (30) day period.

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EXHIBIT B

LEGAL DESCRIPTION

Lots 18, 19, 20 and the West 5 1/8 inches of Lot 21 and the East 1/2 of the Tract of Land known and described as Lots 14 to 17, both inclusive, in Block 17 in Butler, Wright and Webster's Addition to Chicago, a Subdivision in the Northeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Address: 314 W. Superior, Chicago, Illinois

PEN: 17-09-201-009-0000

Prepared By and Delivered To:
Elliot B. Kameneck, Esq.
2901 Butterfield Road
Oak Brook, IL 60521

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