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TRUSTEE'S DEED
THIS INSTRUMENT WAS PREPARED BY

COOK COUNTY ILLINOIS
DEC 31 AM 10:38

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Beverly Trust Company

(The above space for Recorder's use only)

THE GRANTOR, BEVERLY TRUST COMPANY, an Illinois corporation, under the provisions of a deed or deeds in Trust, duly recorded and delivered to said corporation in pursuance of a Trust Agreement dated the 27th day of December, 1991, and known as Trust Number 74-2141, for the consideration of ten (\$10.00) dollars, and other good and valuable considerations in hand paid, conveys and quit claims to

Elizabeth L. Cardoza and Norman Cardoza, as joint tenants
her husband

party of the second part, whose address is 1915 Aspen Dr., Hanover Park, IL
the following described real estate situated in Cook County, Illinois, to wit:

Lot 7 in Pasquinelli's Oakwood Landings North being a subdivision of part of the South half of the West half of the Southeast Quarter of Section 36, Township 41 North, Range 9 East of the Third Principal Meridian, in the Village of Hanover Park, Cook County, Illinois.

Subject to 1992 taxes and subsequent years and conditions and covenants of record.

06.36-402-022

1915 ASPEN DR.

Together with the tenements and appurtenances thereunto belonging.

To have and to hold unto said party of the second part said premises forever.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in Trust delivered to said Trustee in pursuance of the Trust Agreement above mentioned. This deed is made subject to the lien of every Trust Deed or mortgage, if any, of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Trust Officer this 1st day of December, 1992.

BEVERLY TRUST COMPANY, as Trustee as aforesaid

BY *[Signature]*
Assistant Vice President

ATTEST *[Signature]*
Assistant Trust Officer

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Trust Officer of the BEVERLY TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

"OFFICIAL SEAL"

Janet Appawa
Notary Public, State of Illinois
My Commission Expires Dec, 24, 1995

Given under my hand and Notarial Seal this 1st day of Dec, 1992.

[Signature]
Notary Public

NAME E. Herdelberger
STREET 7225 Longmeadow
CITY Hanover Park, IL 60103
OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

1915 Aspen Dr.

Hanover Park, IL

BOX 333

COOK
CO. NO. 016

0 3 5 9 0 0



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
133.00

92986738

0 4 5 4

COOK COUNTY
REAL ESTATE TRANSACTION TAX
66.50

Cook County

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Document Number

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all appurtenances thereto and improvements thereon (the "Property") all as more particularly described in Exhibit "A" attached hereto and made a part hereof and which property is commonly known as 925 Greenbay Road, in the City of Winnetka, County of Cook, State of Illinois; and

WHEREAS, NBD Trust Company of Illinois, as Trustee under Trust Number 4778HP is the owner in fee simple of the Premises and is the current obligor under the Note; and

WHEREAS, by Multi-Occupany Building Lease (hereinafter referred to as the "Lease") dated September 30, 1992, NBD Trust Company of Illinois, as Trustee under Trust Number 4778HP and Packard Building Corporation, an Illinois corporation, as Beneficiary under the aforementioned Trust, collectively as landlord (the "Landlord") leased to Tenant that certain premises, (the "Premises") located on the first floor of the building commonly known as 925 Greenbay Road, in the City of Winnetka, County of Cook, State of Illinois, which constitutes a portion of the property covered by the Mortgage, all as more particularly described in said Lease; and

WHEREAS, the Lease is or may become (subject to this Agreement) subordinate in priority to the Mortgage; and

WHEREAS, Tenant wishes to obtain from Mortgagee certain assurances that Tenant's possession of the Premises will not, subject to the terms and conditions of this Agreement, be

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925 Greenbay Road
9/29/92

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(773) 304-3000

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disturbed by reason of the enforcement of the Mortgage covering the Premises or a foreclosure of the lien thereunder; and

WHEREAS, Mortgagee is willing to provide such assurances to Tenant upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above, the reciprocal promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. Ratification. Tenant hereby ratifies the Lease and confirms that the Lease now is or shall become upon the mutual execution of this Agreement subject and subordinate in all respects to the Mortgage to all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement. Tenant hereby affirms that the Lease is in full force and effect and that the Lease has not been modified or amended. Mortgagee acknowledges receipt of a copy of the Lease and hereby approves the same.

2. Landlord's Default. Tenant agrees with Mortgagee that, from and after the date Tenant receives a fully executed copy of this Agreement, Tenant will not seek to terminate the Lease by reason of any act or omission of the Landlord until Tenant shall have given written notice of such act or omission to the holder

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of the Mortgage (at such holder's last address furnished to Tenant) and until a period of thirty days shall have elapsed such holder of the Mortgage shall have the right, but not the obligation, to remedy such act or omission, provided however that if the act or omission does not involve the payment of money from Landlord to Tenant and (i) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, or (ii) the nature of the act or omission or the requirements of local law require the holder of the Mortgage to appoint a receiver or to foreclose on or commence legal proceedings to recover possession of the Property in order to effect such remedy and such legal proceedings and consequent remedy cannot reasonably be achieved within said thirty (30) days, then such holder of the Mortgage shall have such further time as is reasonable under the circumstances to effect such remedy provided that such holder shall notify Tenant within ten (10) days after receipt of Tenant's notice of such holder's intention to effect such remedy and provided further that such holder institutes immediate legal proceedings to appoint a receiver for the Property or to foreclose on or recover possession of the Property within said thirty (30) day period and thereafter prosecutes said proceedings and remedy with due diligence and continuity to completion.

3. Non-Disturbance and Attornment. So long as Tenant is

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not in default under the Lease (beyond any period given Tenant to cure such default) as would entitle Landlord to terminate the Lease or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant thereunder, Mortgagee agrees with Tenant that Mortgagee will not disturb the peaceful and quiet possession of the Premises by Tenant nor shall the Lease or its appurtenances be extinguished by reason of any Foreclosure (as hereinafter defined) or otherwise, nor join Tenant as a party in any action or proceeding brought pursuant to the Mortgage.

In the event that Mortgagee or its successors or assigns, as defined in Paragraph 6 hereof, (herein called "Successor Landlord") acquires the interest of Landlord or comes into the possession of or acquires title to the Premises by reason of the foreclosure (judicial or non-judicial) or enforcement of the Mortgage (including a private power of sale) or the Note or obligations secured thereby or by a conveyance in lieu thereof or other conveyance or as a result of any other means (any or all of the foregoing hereinafter referred to as a "Foreclosure"), then the Lease and all appurtenances thereto shall remain in full force and effect and Tenant shall be bound to Successor Landlord under all of the provisions of the Lease for the balance of the term thereof (including any extensions or renewals thereof which may be effected in accordance with any options contained in the

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Lease) with the same force and effect as if Successor Landlord was the Landlord under the Lease, and Tenant hereby agrees to attorn to Successor Landlord as its landlord, such attornment to be effective and self operative, without the execution of any further instruments on the part of either of the parties hereto, immediately upon the succession by Successor Landlord to the interest of Landlord in the Premises; and further, in such event, Successor Landlord shall be bound to the Tenant under all of the provisions of the Lease for periods thereafter (subject, however, to subparagraphs (a) and (b) below), and Tenant shall, from and after such event, have the same remedies under the Lease for periods thereafter (subject, however, to subparagraphs (a) and (b) below) against Successor Landlord for the breach of any agreement contained in the Lease that the Tenant might have had under the Lease against Landlord thereunder for such periods (subject, however, to subparagraphs (a) and (b) below) provided, however, that Successor Landlord shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to Paragraph 2 hereof) of such act or omission within ninety (90) days after its occurrence to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such act or omission);

(b) subject to any offsets (except those expressly

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permitted under the Lease) or defenses which Tenant might have against any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to Paragraph 2 hereof) of the state of facts or circumstances under which such offset or defense arose within ninety (90) days after their occurrence to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such condition); or

(c) bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is available to the party who was the holder of the Mortgage at the time of a Foreclosure; or

(e) bound by any amendment or modification of the Lease made without the consent of the party who was the holder of the Mortgage at the time of such amendment or modification, unless such amendment or modification was subsequently affirmed by an intervening holder.

Tenant shall be under no obligation to pay rent to Successor Landlord until Tenant receives written notice from Successor Landlord stating that Successor Landlord is entitled to receive the rents under the Lease directly from Tenant and Successor Landlord hereby agrees to indemnify Tenant and hold Tenant

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harmless from all liability, costs, and expenses, including reasonable attorney's fees, arising out of any claims made by Landlord with respect to any rents paid by Tenant to Successor Landlord at the direction of Successor Landlord

4. Agreement to Release Proceeds or Awards

(a) Destruction. In the event of a casualty at the Premises and:

- (i) in the further event the Lease is not terminated by reason thereof and Tenant has not given a notice of termination pursuant to the Lease, Mortgagee agrees to release its interest in any insurance proceeds applicable to Basic Improvements (as defined in Article 6 of the Lease) and payable under either Landlord's or Tenant's insurance policies for the purpose of restoration, consistent with the parties' rights and obligations under Articles 6, 10 and 12 of the Lease;
- (ii) whether or not the Lease is terminated by reason thereof but subject to subparagraph (c) below, Mortgagee shall release its interest in any insurance proceeds applicable to Additional Tenant Improvements (as defined in Article 6 of the Lease), to the extent the cost of such Additional

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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 on the records of the County Clerk's Office.

Witness my hand and the seal of said County Clerk's Office at Chicago, Illinois, this _____ day of _____, 20____.

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

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Tenant Improvements were not reimbursed under the Construction Allowance provided for in the Lease, and payable under either Landlord's or Tenant's insurance policies, consistent with Tenant's rights under Articles 6, 10 and 12 of the Lease;

(iii) ~~whether or not~~ the Lease is terminated by reason thereof, Mortgagee acknowledges that it has no interest in any other property of Tenant located on the Premises, the cost of which was not reimbursed under the Construction Allowance provided for in the Lease, and if any insurance proceeds are payable with respect to such other property under either Landlord's or Tenant's policies, Mortgagee hereby waives and releases any interest it may have to the same.

(b) Eminent Domain. In the event of a Taking (as defined in Article 13 of the Lease) and:

- (1) in the further event the Lease is not terminated by reason thereof and Tenant has not given a notice of termination pursuant to the Lease, and provided both Landlord and Tenant have notified Mortgagee that they shall undertake to restore the Premises as provided in Article 13 of the Lease,

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JAMES J. COUGHLIN
CHIEF CLERK

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Mortgagee agrees to release its interest in so much of the award applicable to Basic Improvements and Additional Tenant Improvements (as these terms are defined in Article 6 of the Lease) as shall be necessary for the purposes of restoration, consistent with Landlord's and Tenant's rights and obligations under Article 13;

(ii) whether or not the Lease is terminated by reason thereof, Mortgagee releases its interest in that portion of the award to which Tenant is entitled pursuant to Article 13 of the Lease.

(c) Release of Funds. All funds to be released:

(A) pursuant to subparagraphs 4(a)(1) or 4(b)(1) above, or

(B) pursuant to subparagraph 4(e)(ii) (but only in the event the Lease is not terminated and only to the extent that such proceeds cover Additional Tenant Improvements to be constructed or replaced which could give rise to the placement of mechanic's liens),

shall be released (1) upon the issuance of title insurance insuring over mechanic's liens, in form and substance reasonably satisfactory to Mortgagee, and (2) in accordance with the procedures for release of insurance proceeds and eminent domain proceeds set forth in the Mortgage, which procedures Tenant

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(having been furnished a true and correct copy of the same)
hereby approves.

5. Notices. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent postage prepaid by certified or registered mail return receipt requested, addressed as follows:

To Mortgagee: NBD Highland Park Bank N.A.
513 Highland Avenue
Highland Park, Ill 60035
Attn: John A. Williamson

To Tenant: The Gap, Inc.
900 Cherry Avenue
San Bruno, CA 94066
Attention: Real Estate Law Department

or to such other address as Mortgagee or Tenant may designate in writing. All such notices shall be deemed delivered when actually received or refused by the other party.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns it being understood that the obligations herein of Mortgagee shall extend to it in its capacity as mortgagee under the Mortgage and to its successors and assigns, including anyone who

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

NOTED AND FILED _____

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shall have succeeded to its interest or to Landlord's interest in the Premises or acquired possession thereof by Foreclosure, purchase at a foreclosure sale or otherwise.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MORTGAGEE

ATTEST:

NBD HIGHLAND PARK NATIONAL BANK

Martin I. Krauber

Martin I. Krauber
Commercial Loan Officer

BY:

Sammy V. ...
Vice President

TENANT

ATTEST:

THE GAP, INC.

Joel R. Hull

Joel R. Hull
Assistant Secretary

BY:

Steven B. Kaplan

Steven B. Kaplan
Senior Vice President

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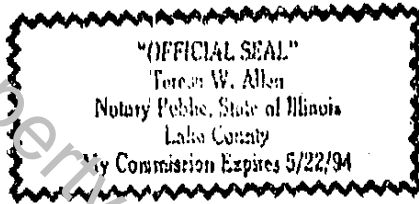
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STATE OF ILLINOIS)
COUNTY OF Lake) SS

On this 27th day of December in the year 1992, before me, a Notary Public in and for said County and State, personally appeared Tammy Gierszewicz and Martin I Klauber personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Commercial Loan Officer Secretary on behalf of the corporation therein named and acknowledged to me that the corporation executed the same.



Tereza W. Allen

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) SS

On this 2nd day of October in the year 1992, before me, a Notary Public in and for said County and State, personally appeared Steven B. Kaplan and Joel R. Hall personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Senior Vice President and Assistant Secretary on behalf of the corporation therein named The Gap, Inc., and acknowledged to me that the corporation executed the same.



Christina Z. Logan
Christina Z. Logan

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PARCEL 1: LOTS 4 AND 5 IN BLOCK 5 IN JARED GAGE'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 17 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 8, ALL IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHERLY 18 FEET OF STRIP OF LAND 50 FEET WIDE AND 168 FEET LONG LYING EASTERLY OF ADJOINING LOTS 1, 2 AND 3 AND THE NORTHERLY 18 FEET OF LOT 4 IN BLOCK 5 IN JARED GAGE'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

925 GREENBAY ROAD
WINNETKA, IL 60091

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EXHIBIT "A"

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