

E. Borrower and Lender have executed, or will execute, an absolute assignment of Leases and Rents (the "Assignment") pursuant to which the Lease is assigned to Lender.

D. Lender has made, or will make, to Borrower a mortgage loan to be secured by a Mortgage, Deed to Secure A Debt or Deed of Trust and Security Agreement from Borrower to Lender (the "Mortgage") on the fee title and/or leasehold interest in the Property, wherein the premises covered by the Lease are located.

C. Tenant is the lessee or successor to the Lessee and Brick & Mortar is the lessor or successor to the Lessor of the Lease.
B. Brick & Mortar, as landlord, has leased the Property in the name of Brick & Mortar, as beneficiary of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated February 22, 1988 and known as Trust No. 104732-05, under the terms of that certain Second Amended and Restated Lease Agreement dated August 23, 1989 (the "Lease") to Tenant.

A. Trustee is the fee owner of that certain real estate and the improvements thereon located in the City of Chicago, County of Cook, State of Illinois (the "Property"), as described in Exhibit A attached hereto.

RECITALS

THIS AGREEMENT is entered into as of March 5, 1992, between EUROMARKET DESIGNS, INC., an Illinois corporation, c/o Crate and Barrel, 725 Landwehr Road, Northbrook, Illinois, Attn: Mr. Gordon Segal ("Tenant"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated February 22, 1988 and known as Trust No. 104732-05, 33 North LaSalle Street, Chicago, IL 60690 (the "Trustee") and BRICK & MORTAR LIMITED PARTNERSHIP, an Illinois limited partnership ("Brick & Mortar") (the Trustee and/or Brick & Mortar shall be referred to as the "Borrower"), and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, 720 East Wisconsin Avenue, Milwaukee, WI 53202 ("Lender").

NON-DISTURBANCE AND ATTORNEY AGREEMENT Loan No. C-331543

ACKNOWLEDGMENT, SUBORDINATION,

This instrument was prepared by Judith L. Perkins, Attorney, for The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Ave., Milwaukee, WI 53202.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Northwestern Mutual Life Ins. Co.
720 East Wisconsin Avenue - Rm N16WC
Milwaukee, WI 53202
Attn: Donna Lemanczyk

WHEN RECORDED MAIL TO

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RECORDING REQUESTED BY

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COOK COUNTY RECORDS

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F. Lender has required the execution of this Agreement by Borrower and Tenant as a condition to Lender making the requested mortgage loan or consenting to the Lease.

G. Tenant acknowledges as its consideration for entering into this Agreement that Tenant will benefit by entering into an agreement with Lender concerning their relationship in the event of foreclosure of the Mortgage by Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to make the requested mortgage loan or consent to the Lease, Tenant, Borrower, and Lender hereby agree and covenant as follows:

1. Borrower hereby acknowledges, confirms and agrees that the Lease has been, or will be, assigned to Lender pursuant to the Assignment, and Lender acknowledges that the Assignment contains a license back to Borrower permitting Borrower to collect all rents, income and other sums payable under the Lease.

2. Upon revocation, pursuant to the Assignment, of the license back, Borrower acknowledges that all rents, income and other sums payable under the Lease shall be paid to Lender.

3. Tenant and Borrower agree for the benefit of Lender that:

(a) Tenant shall not pay and Borrower shall not accept, any rent or additional rent more than one month in advance;

(b) Tenant and Borrower will not enter into any agreement for the cancellation, surrender, amendment or modification of the Lease without Lender's prior written consent. Tenant will not terminate the Lease because of a default thereunder by Borrower unless Tenant shall have first given Lender notice and a reasonable opportunity to cure such default. Notwithstanding anything to the contrary stated above, Lender agrees that Brick & Mortar and Tenant may: (i) at any time make a reduction in the annual rental due under the Lease to an amount not less than \$2,100,000; and (ii) make a one-time reduction in the annual rental due under the Lease to an amount not less than \$1,900,000 provided there exists no other mortgage liens on the Property other than the Mortgage.

4. Tenant and Lender hereby agree that the Lease is and shall at all times be subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement.

5. Borrower, Tenant and Lender agree that unless Lender shall otherwise consent in writing, the fee title to, or any leasehold interest in, the real estate and the leasehold estate created by the Lease shall not merge but shall

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remain separate and distinct, notwithstanding the union of said estates either in the Borrower or the Tenant or any third party by purchase, assignment or otherwise.

6. If the interests of Borrower in the real estate are acquired by Lender by foreclosure, deed in lieu of foreclosure or any other method:

- (a) If Tenant shall not then be in default in the payment of rent or other sums due under the Lease or be otherwise in material default under the Lease, Lender agrees that the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease or this Agreement;
- (b) Tenant agrees to attorn to Lender as its lessor; Tenant shall be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any renewal options which are exercised in accordance with the terms of the Lease;
- (c) The interests so acquired shall not merge with any other interests of Lender in the real estate if such merger would result in the termination of the Lease;
- (d) If, notwithstanding any other provisions of this Agreement, the acquisition by Lender of the interests of Borrower in the real estate results, in whole or part, in the termination of the Lease, there shall be deemed to have been created a lease between Lender and Tenant on the same terms and conditions as the Lease for the remainder of the term of the Lease, with renewal options, if any.

The provisions of this paragraph shall be effective and self-operative immediately upon Lender succeeding to the interests of Borrower without the execution of any other instrument.

7. If the interests of Borrower in the real estate are acquired by Lender by foreclosure, deed in lieu of foreclosure or any other method, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's acquisition of the interests of Borrower in the real estate, have the same remedies against Lender for the breach of the Lease that Tenant would have had under the Lease against Borrower if Lender had not succeeded to the interests of Borrower; provided however, that Lender shall not be:

- (a) liable for any act or omission of any landlord (including Borrower) prior to the date of Lender's acquisition of the interests of Borrower in the real estate; or
- (b) subject to any offsets or defenses which Tenant might have against any landlord (including Borrower) prior to the date of Lender's acquisition of the interests of Borrower in the real estate; or
- (c) liable for the return of any security deposit under the Lease unless such security deposit shall have been actually deposited with Lender.

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8. This Agreement may not be modified orally or in any other manner except 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 respective heirs, successors and assigns. Upon recorded satisfaction of the Mortgage this Agreement shall become null and void and be of no further effect.

9. This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (said Trustee hereby warrants that it possesses full power and authority to execute this instrument); that nothing contained in this agreement shall be construed as creating any personal liability on said Trustee to pay the indebtedness secured by the Mortgage or to perform any covenants contained in this Agreement, either express or implied, all such liability being expressly waived; however, this waiver shall in no way affect the personal liability of any other obligor, endorser or guarantor of the indebtedness secured by the Mortgage.

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

TENANT: EUROMARKET DESIGNS, INC., an Illinois Corporation

By:  _____
PRASIDENT

Attest:  _____

Secretary

(corporate seal)

BORROWER: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated February 22, 1988 and known as Trust No. 10473205

By:  _____

Attest:  _____
Asst Secretary

Secretary

(corporate seal)

(Signatures of Borrower Continued on next page)

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STATE OF IL)
)ss.
COUNTY OF COOK)

I, **Kristie E. Pacitti**, a Notary Public in and for said County and State, do hereby certify that **J. MICHAEL WHELAN** and **P. JOHANSEN**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as **VICE PRESIDENT** and **ASSISTANT SECRETARY** respectively, of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** the corporation named as Mortgagor therein, and known to me to be such officers, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto by authority of its Board of **Directors**, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, as Trustee as aforesaid.

Given under my hand and notarial seal this **MAR 05 1992** day of March, 1992.

My commission expires

Kristie E. Pacitti
Notary Public

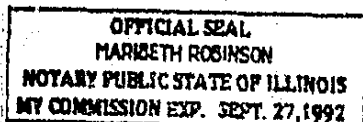


STATE OF Illinois)
)ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 5th day of March, 1992, by Frederic J. Segal, general partner on behalf of **BRICK & MORTAR LIMITED PARTNERSHIP**, an Illinois limited partnership.

Marabeth Robinson
Notary Public

My commission expires: 7/27/92



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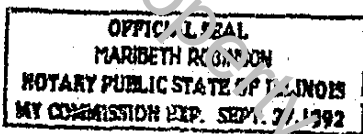
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STATE OF Illinois)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 5th day of March, 1992, by Gordon J. Segal and Michael S. Freed the President and Secretary respectively of 646 Michigan, Ltd., an Illinois corporation, on behalf of the corporation as a general partner of BRICK & MORTAR LIMITED PARTNERSHIP, an Illinois limited partnership.

Margaret Robinson
_____, Notary Public

My commission expires: 12/7/92



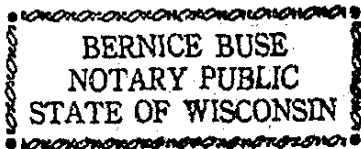
STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 5th day of March, 1992, by Carson D. Keyes and Patricia A. Zimmermann the Vice President and Assistant Secretary respectively, of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY and acknowledged the execution of the foregoing instrument as the act and deed of said corporation.

My commission expires: January 21, 1996

Bernice Buse

Notary Public



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EXHIBIT "A"

Description of Property located in the City of Chicago, County of Cook, State of Illinois, to-wit:

THE NORTHEAST 1/4 (EXCEPT THE EAST 75 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE) OF BLOCK 34 IN KINZIE'S ADDITION TO CHICAGO, SECTION 10, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax No. 17-10-113-003-000

Common Address: 640 N. Michigan Avenue
Chicago, Illinois

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