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"MORTGAGEE'S COPY"

THIS INSTRUMENT PREPARED BY AND
PLEASE RETURN TO:
KIMBERLY K. ENDERS, ESQ.
100 WEST MONROE STREET #1100
CHICAGO, ILLINOIS 60603

93441580

DEPT-01 RECORDING \$39.50
T#0000 TRAN 1918 06/10/93 16:16:00
#1311 *--93-441580
COOK COUNTY RECORDER

COMMONLY KNOWN AS: 7213 Forest Preserve Drive, Norridge, Illinois
P.I.N.: 12-13-416-000
12-13-416-001
12-13-416-008

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of June 3, 1993
among Comerica Bank - Illinois, an Illinois corporation
("Mortgagee"), LaSalle National Trust N.A., successor to LaSalle
National Bank as Trustee under Trust dated December 1, 1973 and
known as Trust No. 10-27726-09 ("Landlord") and Goodyear Tire &
Rubber Company ("Tenant").

W I T N E S S E T H:

A. Landlord is the owner of those certain premises commonly
known as 7213 Forest Preserve Drive, Norridge, Illinois, as more
particularly described in Exhibit A attached hereto (the "Real
Estate");

B. Mortgagee is the owner and holder of a certain note
("Note") secured by a Real Estate Mortgage, Assignment of Rents and
Security Agreement (the "Mortgage") which constitutes a first lien

FIRST AMERICAN TITLE INSURANCE # C 61002

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upon the Real Estate and the leases and rents in connection therewith;

C. Under the terms of a Lease (the "Lease") dated October 26, ¹⁹⁷³1993, Landlord leased the Real Estate to Tenant; and

D. The parties hereto desire to establish additional rights of quiet and peaceful possession for the benefit of Tenant under the Lease and further to define the terms, covenants and conditions precedent for such additional rights,

NOW, THEREFORE, in consideration of the respective covenants made herein and of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. Non-Disturbance. In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, and Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable grace or cure period, Mortgagee agrees on behalf of itself, its successors and assigns, and on behalf of any purchaser at such foreclosure ("Purchaser") that Tenant shall not be disturbed in the quiet and peaceful possession of the premises demised under the Lease.

2. Attornment. In the event of foreclosure of the Mortgage, conveyance in lieu of foreclosure, or exercise of rights pursuant

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to the Assignment of Rents, which foreclosure, conveyance or exercise of rights occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, Tenant shall attorn to Mortgagee or Purchaser and recognize Mortgagee or Purchaser as its landlord under the Lease, and Mortgagee or Purchaser shall recognize and accept Tenant as its tenant thereunder, whereupon the Lease shall continue, without further agreement, in full force and effect as if a direct lease between Mortgagee or Purchaser and Tenant for the remainder of the term thereof, together with all extensions and renewals now provided thereunder, upon the same terms, covenants and conditions as therein provided, and Mortgagee or Purchaser shall thereafter assume and perform all of Landlord's obligations as landlord under the Lease with the same force and effect as if Mortgagee or Purchaser were originally named therein as Landlord and Tenant shall thereafter make all rent payments directly to either Mortgagee or Purchaser. ~~The parties agree that Mortgagee shall not:~~

(a) be liable for any previous act or omission of Landlord under the Lease;

(b) be subject to any off-set, defense or counterclaim which shall have theretofore accrued to Tenant against Landlord;

(c) be bound by any previous modification of the Lease not expressly provided for in the Lease, or by any previous prepayment of rent or additional rent for more than one month which ~~Tenant might have paid to Landlord, unless such modification or~~

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~~prepayment shall have been expressly approved in writing by Mortgagee; and~~

~~(d) be liable for any security deposited under the Lease unless such security has been physically delivered to Mortgagee.~~

3. Further Documents. The foregoing provisions shall be operative and effective without the execution of any further instruments. Tenant agrees, however, to execute and deliver to Mortgagee or to any person to whom Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to evidence and effectuate said provisions.

4. Notice and Cure. Tenant agrees that if it alleges a default by Landlord under the Lease:

(a) a copy of each notice given to Landlord pursuant to the Lease shall also be given to Mortgagee, and no such notice shall be effective for any purpose under the Lease unless so given to Mortgagee; and

(b) if Landlord shall fail to cure any default within the time prescribed by the Lease, Tenant shall give further notice of such fact to Mortgagee. Mortgagee shall be allowed such additional time as may be reasonably necessary to cure such default and so long as Mortgagee shall be proceeding diligently to cure the defaults that are reasonably susceptible of cure no such default shall operate or permit Tenant to terminate this Lease.

5. Notices. All notices, demands and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given when personally served or if

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sent by U. S. registered or certified mail, postage prepaid, addressed as follows:

MORTGAGEE:

Comerica Bank - Illinois
8700 N. Waukegan Road
Morton Grove, Illinois 60053
Attn.: Special Assets Group

LANDLORD:

LaSalle National Trust N.A.
Trustee under Trust No.
10-27726-09 dated 12/1/73
c/o Gary Solomon & Company
3139 N. Lincoln Avenue
Chicago, Illinois 60657

TENANT:

← The
Goodyear Tire & Rubber Company
c/o D.L. Scarbrough
Property Admin. Dr.
1144 East Market Street
Akron, Ohio 44316-0001

6. Certification ~~Tenant certifies to Mortgagee that the~~
Lease is in full force and effect and has not been amended, supple-
mented or modified in any way. There are no other representations,
warranties, agreements, concessions, commitments, or other under-
standings between Tenant and Landlord regarding the Real Estate
other than as set forth in the Lease. To the best of Tenant's
knowledge, Landlord is not in default under any of the require-
ments, provisions, terms, conditions or covenants of the Lease to
be performed or complied with by Landlord, and no event has
occurred or situation exists which would, with the passage of time
and/or the giving of notice, constitute a default by Landlord under
the Lease. Tenant is not in default under any of the terms,
conditions, or covenants of the Lease to be performed or complied
with by Tenant, and no event has occurred or situation exists which
~~would, with the passage of time and/or the giving of notice, con-~~

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~~stitute a default by Tenant under the Lease. There are no actions, voluntary or otherwise pending against Tenant under any bankruptcy, reorganization, arrangement, insolvency or similar federal or state law. Tenant represents that it has all licenses, permits and other authorizations necessary for operation of its business at the Real Estate.~~

7. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. Choice of Law. This Agreement shall be governed by the internal law (and not the law of conflicts) of the State of Illinois.

9. Trustee Exculpation. This instrument is executed by LaSalle National Trust N.A. as Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in them as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay any indebtedness arising or accruing under or pursuant to this instrument, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained in this instrument, all such personal liability of Trustee, if any, being expressly waived by each and every person now or hereafter claiming any right under this instrument.

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WITNESS the due execution of this instrument by the parties hereto the day and year first above written.

MORTGAGEE:

Comerica Bank - Illinois, an Illinois corporation

ATTEST: Ther O'Walls

ITS: Dee K. R. R. A.

BY: Michael Chapp

ITS: Commercial Loan Officer

LANDLORD:

LaSalle National Trust N.A.
Trustee under Trust No.
10-27726-09 dated 12/1/73 and not personally

ATTEST: Nancy A. Atch

ITS: Assistant Secretary

BY: [Signature]

ITS: Vice President

TENANT:

The Goodyear Tire & Rubber Company

ATTEST: [Signature]

ITS: [Signature]

BY: [Signature]

ITS: Manager-Administration Real Estate

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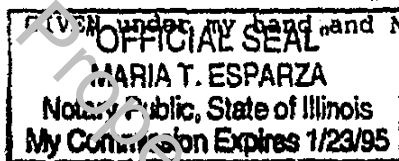
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STATE OF ILLINOIS

COUNTY OF C O O K

SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Michael Chip and Thomas C. Wallace, C.R.E. Officer President and V.P. Secretary, respectively, of Comerica Bank - Illinois, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.



June 9, 1993.

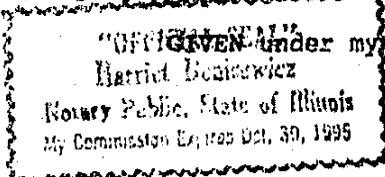
Maria T. Esparza
 Notary Public

STATE OF ILLINOIS

COUNTY OF C O O K

SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Corinne Bek and Nancy A. Stack, Vice President and Asst Secretary, respectively, of LaSalle National Trust N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.



June 6th, 1993.

Harriet Boniewicz
 Notary Public

STATE OF ILLINOIS

COUNTY OF C O O K

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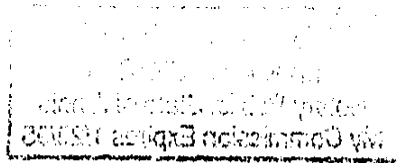
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that _____ of Goodyear Tire & Rubber Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 1993.

 Notary Public

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STATE OF OHIO

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) SS.

COUNTY OF SUMMIT

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BEFORE ME, a Notary Public in and for the above county and state, personally appeared R W Frederick, known to me to be the Manager-Administration Real Estate of The Goodyear Tire & Rubber Company, a corporation, and acknowledged to me that he signed the foregoing Non-Disturbance and Attornment Agreement on behalf of said corporation, being thereunto duly authorized.

WITNESS my hand and official seal this 3rd day of June 1993.

Nathalie A. Erwin
Notary Public

NATHALIE A. ERWIN, Notary Public
Residence - Stark County
State Wide Jurisdiction, Ohio
My Commission Expires Aug. 7, 1997

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EXHIBIT A

LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF AND ADJOINING THE INDIAN BOUNDARY LINE, LYING NORTH OF THE NORTH LINE OF IRVING PARK ROAD, BEING 33.00 FEET NORTH OF SAID CENTER LINE, AND LYING WEST OF THE WEST LINE OF NORTH HARLEM AVENUE, BEING 50.0 FEET WEST OF THE CENTER LINE OF SAID HARLEM AVENUE, ALL IN COOK COUNTY, ILLINOIS.

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