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THIS INSTRUMENT PREPARED BY AND RETURN TO:

Irwin I. Gresh, Esq.  
Suite 2200

Two W. LaSalle  
Chicago, Illinois 60602

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RECOGNITION, ATTORNMENT  
AND NONDISTURBANCE AGREEMENT  
(MASTER LEASE)

Recorder's Box #26

THIS AGREEMENT is made and entered into as of the 1st day of June, 1993, by and among ROBERTA J. LEON, not individually, but solely as Trustee under a Declaration of Trust of Edythe Johnson ("Master Lessor"), 57 E<sup>W</sup>OAK STREET, INC., an Illinois corporation ("Master Lessee") and LESTER LAMPERT, INC., an Illinois corporation ("Tenant").

RECITALS

A. Master Lessor is the owner in fee simple of the real property legally described in Exhibit A attached hereto (the "Property") and is the landlord under the terms of that certain Master Lease with Master Lessee as tenant dated June 1, 1993 with respect to the Property (the "Master Lease").

B. Tenant is the tenant of the first floor, second floor and lower level/basement of the improvements on the Property (the "Demised Premises") under a Building Sublease made by Master Lessee with Tenant dated May 19, 1993 (the "Tenant Lease").

C. Tenant desires to be assured of continued occupancy of the Demised Premises under the terms of the Tenant Lease.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Tenant, Master Lessor and Master Lessee agree as follows:

1. Certain Covenants, Representations and Warranties of Master Lessor.

A. Master Lessor covenants, represents and warrants to Tenant:

- (i) that Master Lessor holds fee simple title to the Demised Premises free and clear of all rights of reverter, liens and encumbrances of every nature whatsoever;
- (ii) that Master Lessor possesses all of the right, title and interest of the landlord named in the Master Lease;
- (iii) that the Master Lease is unmodified, in good standing, and in full force and effect; and
- (iv) that no defaults on the part of Master Lessor or Master Lessee exist under the Master Lease and, to the best of Master Lessor's knowledge,

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no conditions exist which with the passage of time or giving of notice, or both, would constitute such a default thereunder.

2. Consent to Tenant Lease. Master Lessor hereby consents to the Tenant Lease.

3. Nondisturbance. Master Lessor agrees with Tenant that so long as Tenant is not in "default" under the Tenant Lease (as defined therein), (i) the Tenant Lease and the estate thereby created shall not be terminated, (ii) neither Tenant nor any subtenants, concessionaires, licensees or assigns of Tenant permitted under the Tenant Lease shall be joined by Master Lessor in any proceedings under the Master Lease, (iii) possession and enjoyment of the Demised Premises by Tenant (including any subtenants, concessionaires, licensees or assigns as permitted pursuant to the Tenant Lease) and all other rights of Tenant under the Tenant Lease shall not be interfered with by Master Lessor in any manner whatsoever, including, without limitation, in any action or proceeding instituted under or in connection with, any termination or surrender of the Master Lease, whether voluntarily or by operation of law, and (iv) Master Lessor shall cause all persons and entities holding or hereafter obtaining a lien against the Property or any portion thereof to provide Tenant a non-disturbance agreement in form and substance reasonably satisfactory to Tenant; it being the express intention of Master Lessor and Tenant that so long as Tenant is not in "default" under the Tenant Lease (as defined therein), Tenant shall not be disturbed in its possession and use of the Demised Premises under the Tenant Lease.

4. Termination of Master Lease.

(a) In the event of a cancellation or termination of the Master Lease (or Master Lessee's rights of possession of the Property thereunder) or of the surrender thereof, whether voluntarily or involuntarily or by operation of law, before expiration of the Tenant Lease, including any extensions and renewals of the Tenant Lease, (any such event being referred to herein as a "Terminating Event") then, subject to the terms and conditions set forth in subsection 4(b) hereof, the Tenant Lease shall continue in full force and effect as a direct lease between Master Lessor and Tenant on a prospective basis from that time forward, upon and subject to the terms, covenants, and conditions of the Tenant Lease except that Master Lessor (i) shall not be bound by any prepayment of more than one month's rent; (ii) shall not be bound for the return of any security deposit unless the same has been transferred to Master Lessor; (iii) shall not be responsible for the payment of any broker's commission in connection with the Tenant Lease; (iv) shall not be obligated to advance Landlord's Loan to Tenant pursuant to Paragraph 42 of the Tenant Lease; (v) shall not be responsible for the Landlord ADA Work pursuant to Paragraph 42 of the Tenant Lease; and (vi) shall

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not have any rights against Tenant under the Tenant Lease with respect to any liabilities of Tenant thereunder which accrued prior to the Terminating Event.

(b) Notwithstanding anything to the contrary herein provided, the provisions of subsection 4(a) hereof are expressly subject to the following terms and conditions:

- (i) If the Terminating Event occurs prior to full disbursement of Landlord's Loan to Tenant, then, provided Tenant is not then in "default" under the Tenant Lease (as such term is defined therein), Tenant, at its option exercisable on notice to Master Lessor, may elect either to enforce the provisions of subsection 4(a) hereof or to nullify the provisions of subsection 4(a) hereof entirely. If Tenant is in "default" at such time, then Master Lessor, at its option exercisable on notice to Tenant, may elect either to enforce the provisions of subsection 4(a) hereof or to nullify the provisions of subsection 4(a) hereof entirely;
- (ii) If the Terminating Event occurs subsequent to full disbursement of Landlord's Loan to Tenant, the provisions of subsection 4(a) shall be self-operative; provided, however, that if Tenant is then in "default" under the Tenant Lease, Master Lessor, at its option exercisable on notice to Tenant, may nullify the provisions of subsection 4(a) hereof entirely; and
- (iii) Any notices required or permissible under this subsection 4(b) shall be given within thirty (30) days of the date upon which the party giving such notice has actual knowledge of the occurrence of the Terminating Event.

5. Attornment. In the event that the Tenant Lease shall become a direct lease between Master Lessor and Tenant in accordance with Section 4 hereof, Tenant agrees (a) to attorn to and recognize Master Lessor as landlord under the Tenant Lease in the event of cancellation or other early termination of the Master Lease; and (b) to be bound to perform all of the obligations imposed by the Tenant Lease upon Tenant.

6. Trustee Exculpation. This Agreement is executed by Roberta J. Leon, not individually but solely as Trustee as aforesaid, in the exercise of the power and authority conferred

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upon and vested in her as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Roberta J. Leon personally to perform any covenant either expressly or impliedly herein contained, all such personal liability, if any, being expressly waived by Master Lessee, Tenant and by every person now or hereafter claiming any right hereunder.

7. Notices. Any notice required or desired to be given under or connection with this Agreement shall be given in writing and shall be sent by United States registered or certified mail, postage prepaid, and addressed as follows:

**Master Lessor:** Roberta J. Leon, Trustee  
5708 Church Street  
Morton Grove, Illinois 60053

**with a copy to:** Barry P. Siegal, Esq.  
Pfeffer, Becker & Carveny, Ltd.  
79 West Monroe Street  
Suite 1000  
Chicago, Illinois 60603

**Master Lessee:** 57 E. Oak Street, Inc.  
c/o City Properties, Inc.  
62 W. Huron  
Chicago, Illinois 60610

**with a copy to:** Daniel J. Perlman, Esq.  
Katten Muchin & Zavis  
525 W. Monroe  
Suite 1600  
Chicago, Illinois 60661

**Tenant:** Lester Lampert, Inc.  
701 N. Michigan  
Chicago, Illinois 60611  
Attn: President  
and  
Lester Lampert, Inc.  
57 E. Oak Street  
Chicago, Illinois 60610  
Attn: President

**with a copy to:** Irwin I. Gzesh  
Neal Gerber & Eisenberg  
Two N. LaSalle  
Suite 2200  
Chicago, Illinois 60602

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The address of any party may be changed from time to time by such party by serving notice of the change as provided above. Notices shall be deemed given upon receipt or attempted delivery where delivery is not accepted.

## 8. Miscellaneous.

(a) Amendment. This Agreement may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

(b) Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the respective legal representatives, successors and assigns of the parties hereto.

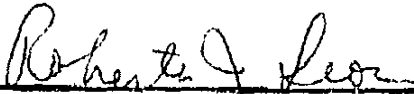
(d) Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way affect any other provision.

(e) Headings. Section and subsection headings used herein are for convenience of reference only and are not intended to have any legal effect. Accordingly, no reference shall be made to any section or paragraph headings for the purpose of interpreting, construing or enforcing any of the provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement.

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

MASTER LESSOR:

  
\_\_\_\_\_  
Roberta J. Leon, not individually  
but solely as Trustee under a  
Declaration of Trust of Edythe Johnson


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**MASTER LESSEE:**

57 <sup>KAP</sup> EAST OAK STREET, INC., an Illinois corporation 

By: *Kurt G. Beal*

Its: *Beal*

**TENANT:**

LESTER LAMPERT, INC., an Illinois corporation

By: *[Signature]*

Its: *[Signature]*

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## EXHIBIT A

### LEGAL DESCRIPTION

Lot 6 in the Subdivision of the North half of Block 8 of Canal Trustee's Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Chicago, Cook County, Illinois.

Permanent Index No. 17-03-207-017-0000

Common Property Address: First Floor, Second Floor  
Lower Level/Basement  
57 East Oak St.  
Chicago, Illinois

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STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Roberta J. Leon 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 she signed, sealed and delivered the said instrument in his capacity as Trustee under a Declaration of Trust of Edythe Johnson as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN Under my hand and official seal this 1st day of June, 1993.

Gail Godfrey  
Notary Public

Commission expires 3-31-, 1997

DATED: June 1, 1993

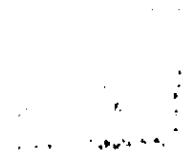
OFFICIAL SEAL  
GAIL GODFREY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3-31-97

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STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

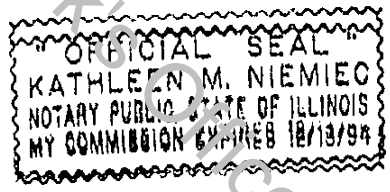
I, Kathleen M. Niemiec a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lester Lampert personally known to me to be the President of Lester Lampert, Inc., an Illinois corporation, and personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the use and purposes therein set forth.

GIVEN under my hand and official seal this 23rd day of June, 1993.

Kathleen M. Niemiec  
Notary Public

Commission expires 12/13, 1994

DATED: June 23, 1993



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