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RECORDED REQUESTED BY, AND
WHEN RECORDED RETURN TO:

BLOCKBUSTER VIDEOS, INC. #17262
8320 South Madison Street
Burr Ridge, Illinois 60521
Attention: Real Estate Administration

As used herein, any references to
National Boulevard Bank of Chicago
or Boulevard Bank National Association
shall mean FIRST BANK NATIONAL ASSOCIATION,
its successor through merger

DEPT-01 RECORDING \$35.50
T0000 TRAN 8743 07/22/94 15:56:00
#2572 & CJ *-74-642199
COOK COUNTY RECORDER

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (the "Agreement") is made and entered into this the 17th day of June, 1994, by and between BLOCKBUSTER VIDEOS, INC. ("Tenant"), CITIBANK, F.S.F. ("Lender"), and BOULEVARD BANK NATIONAL ASSOCIATION AS TRUSTEE Under Trust Agreement dated December 1, 1965 and known as Trust No. 1945, ("Landlord").

RECITALS:

DEPT-01 RECORDING \$35.50
T0000 TRAN 8743 07/22/94 15:56:00

WHEREAS, Landlord executed a Lease dated as of February 24, 1989, in favor of Tenant, a memorandum of which may be recorded simultaneously herewith, covering a certain Demised Premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A" (said parcel of real estate and the Demised Premises being sometimes collectively referred to herein as the "Property"); and

WHEREAS, Landlord has executed a Deed of Trust (the "Mortgage") dated MAY 24, 1994, as Document No: 94557861 at Book _____, Page _____, of the County Records of Cook County, State of Illinois in favor of Lender, payable upon the terms and conditions described therein; and

WHEREAS, it is a condition to said loan that said Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to this Lease and to the leasehold estate created thereby; and

WHEREAS, the parties hereto desire to assure Tenant's possession and control of the Property under this Lease upon the terms and conditions therein contained;

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

35.50

FIRST AMERICAN TITLE INSURANCE # 127631 127631 127631

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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AGREEMENT:

1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.

2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the property be sold under a trustee's sale, this Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and Tenant, upon, and subject to, all of the terms, covenants and conditions of this Lease for the balance of the term thereof remaining, including any extensions therein provided. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.

3. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord), except that Lender may at its sole option agree to cure any default of Landlord that is continuing as of the date Lender forecloses the Property within thirty (30) days from the date Tenant delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Landlord diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; (c) bound by any Rent that Tenant may have paid under the Lease more than one (1) month in advance; (d) bound by any amendment or modification of the lease hereafter made without Lender's prior written consent; (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.

4. If Lender send written notice to Tenant to direct its Rent payments under the Lease to Lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instructions and deliver Rent payments to Lender; however, Landlord and Lender agree that Tenant shall be credited under the Lease for any Rent payments sent to Lender pursuant to such written notice.

5. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first-class, certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

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Tenant: Blockbuster Videos, Inc. #17242
One Blockbuster Plaza
Fort Lauderdale, Florida 33301
Attn: Real Estate/Legal Department

with a copy to: Blockbuster Videos, Inc. #17242
8320 South Madison Street
Burr Ridge, Illinois 60521
Attn: Real Estate/Legal Department

Landlord: Boulevard Bank National Association
410 Michigan Avenue
Chicago, Illinois 60611

with a copy to: Mr. Ted Smith
550 Frontage Road, Suite 2510
Northfield, Illinois 60093-1212

Lender: Citibank F.S.B.
500 West Madison Street - 5th Floor
Chicago, Illinois 60661
Attention: Donna Zalig

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. mail.

6. Said mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of this Lease.

7. This Non-Disturbance Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

8. ~~Should any action or proceeding be commenced to enforce any of the provisions of this Non-Disturbance Agreement or in connection with its meaning, interpretation or construction, there shall be awarded, in addition to any other relief that may be deemed reasonable, costs and expenses not limited to taxable costs and calculated attorney's fees.~~

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9. Tenant shall not be joined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms, covenants and agreements set forth in the Mortgage.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disturbance Agreement to be executed as of the day and year first above written.

LENDER:

Citibank, F.S.B.

By: 

Name: Robert Janik

Title: Vice President

TENANT:

Blockbuster Videos, Inc., a
Texas corporation

By: 

Name: Michael R. Beck

Title: Vice President

LANDLORD:

Boulevard Bank National Association
as Trustee as aforesaid

By: 

Name: SHADIA H. KIRK

Title: Assistant Vice President

As used herein, any references to National Boulevard Bank of Chicago or Boulevard Bank National Association shall mean FIRST BANK NATIONAL ASSOCIATION, its successor through merger.

This instrument is executed by BOULEVARD BANK NATIONAL ASSOCIATION, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by BOULEVARD BANK NATIONAL ASSOCIATION are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted to be enforceable against BOULEVARD BANK NATIONAL ASSOCIATION by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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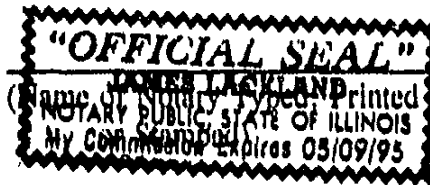
[Acknowledgement of Lender]

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 7th day of July, 1994, by Robert Janik, Vice President of Citibank, F.S.B. on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

James Lackland
Signature of Notary



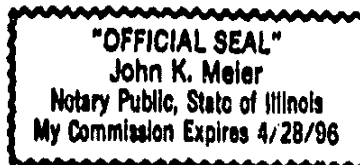
[Acknowledgement By Landlord]

STATE OF ILLINOIS

COUNTY OF COOK

SHADIA H. KIRK The foregoing instrument was acknowledged before me this 14th day of July, 1994, by ~~Jack P. O'Connor~~, as Assistant Vice President of Boulevard Bank National Association, on behalf of the Bank. ~~She~~ is personally known to me or has produced _____ as identification and did/did not take an oath.

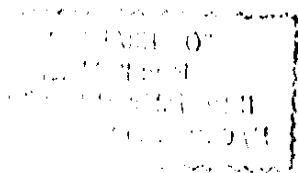
John K. Meier
Signature of Notary
John K. Meier
(Name of Notary Typed, Printed or Stamped)



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Property of Cook County Clerk's Office



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[Acknowledgement of Tenant]

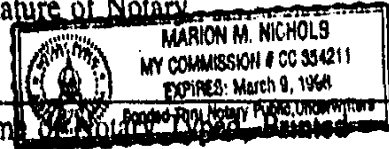
STATE OF FLORIDA

COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 17th day of June, 1994, by Michael R. Beck of Blockbuster Videos, Inc., a Texas corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Marion M. Nichols

Signature of Notary



(Name of Notary or Stamped)

Property of Cook County Clerk's Office

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Exhibit "A"

ATTACHED TO AND MADE A PART OF TRACT SEARCH NO. T5481:

THE LAND REFERRED TO IN THIS TRACT SEARCH IS DESCRIBED AS FOLLOWS:

LOTS 67, 68, 69 AND 70, IN SUB BLOCK 2 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19, IN SHEFFIELD'S ADDITION TO CHICAGO, BEING IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO

THE WEST 20 FEET OF LOT 71 IN BLOCK 2 OF CHICAGO DISTILLERY COMPANY'S SUBDIVISION AFORESAID; ALSO ALL THAT PART OF THE ORIGINAL EAST AND WEST 20 FOOT PUBLIC ALLEY LYING SOUTH OF ADJOINING THE SOUTH LINE OF LOT 66 AND SAID SOUTH LINE PRODUCED EAST TO THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 71 EXTENDED NORTH, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 67 TO 71, BOTH INCLUSIVE, AND LYING WEST OF AND ADJOINING THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 71, EXTENDED NORTH, IN BLOCK 2 OF CHICAGO DISTILLERY COMPANY'S SUBDIVISION AFORESAID.

ALSO

THAT PART OF LOTS 55 THROUGH 66, BOTH INCLUSIVE, WHICH LIES WESTERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 55, SAID POINT BEING 294.96 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 66 TO A POINT ON THE SOUTH LINE OF LOT 66, 119.73 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 66, IN BLOCK 2, IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19, IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

*Commonly Known As: 1520-28 W-SOUTH AVE.
CHICAGO, ILL.*

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30, 1988 AND APPEARS UNPAID OF RECORD, SUBJECT TO INTEREST AND PENALTIES, IF ANY.

TAX NO. 14-32-313-035 VOLUME NO. 1 534

2. GENERAL TAXES FOR THE YEAR 1987, 1988 AND SUBSEQUENT YEARS. GENERAL TAXES FOR THE YEAR 1988 ARE NOT YET ASCERTAINABLE OR PAYABLE. FIRST INSTALLMENT 1987 TAXES WAS \$2,033.86 AND IS PAID.

SECOND INSTALLMENT 1987 TAXES, IN THE AMOUNT OF \$2,601.20, WAS DUE AUGUST 30, 1988 AND APPEARS UNPAID OF RECORD, SUBJECT TO INTEREST AND PENALTIES, IF ANY.

TAX NO. 14-32-313-036 VOLUME NO. 1 534

3. GENERAL TAXES FOR THE YEAR 1987, 1988 AND SUBSEQUENT YEARS. GENERAL TAXES FOR THE YEAR 1988 ARE NOT YET ASCERTAINABLE OR PAYABLE. FIRST INSTALLMENT 1987 TAXES WAS \$1,118.33 AND IS PAID.

SECOND INSTALLMENT 1987 TAXES, IN THE AMOUNT OF \$723.93, WAS DUE AUGUST 30, 1988 AND APPEARS UNPAID OF RECORD, SUBJECT TO INTEREST AND PENALTIES, IF ANY.

TAX NO. 14-32-313-037 VOLUME NO. 1 534

4. GENERAL TAXES FOR THE YEAR 1987, 1988 AND SUBSEQUENT YEARS. GENERAL TAXES FOR THE YEAR 1988 ARE NOT YET ASCERTAINABLE OR PAYABLE. FIRST INSTALLMENT 1987 TAXES WAS \$1,746.99 AND IS PAID.

SECOND INSTALLMENT 1987 TAXES, IN THE AMOUNT OF \$2,376.76, WAS DUE AUGUST 30, 1988 AND APPEARS UNPAID OF RECORD, SUBJECT TO INTEREST AND PENALTIES, IF ANY.

TAX NO. 14-32-313-047 VOLUME NO. 1 534

THIS IS NOT A TITLE INSURANCE COMMITMENT OR POLICY AND OUR LIABILITY IS LIMITED TO THE AMOUNT PAID FOR THIS SEARCH. FOR YOUR PROTECTION MAY WE SUGGEST YOU ORDER A TITLE INSURANCE POLICY.

AUTHORIZED SIGNATURE: Stephen J. Kraft

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