

UNOFFICIAL COPY

ATTORNIMENT AND NON-DISTURBANCE AGREEMENT

This ATTORNIMENT AND NON-DISTURBANCE AGREEMENT made as of the 2nd day of June, 1994, by and between WHITE HEN PANTRY, INC., a Delaware corporation, ("WHP") and Edgewood Bank (the "Mortgagee").

94685126

W I T N E S S E T H:

WHEREAS, the Mortgagee is the owner and holder of a certain note or notes dated June 21, 1986, incurred by a certain Mortgage (the "Mortgage") of even date therewith upon certain real estate situated at the NW/4 of Hillgrove and Ashland in LaGrange, Illinois, legally described in Exhibit AA attached hereto and hereby made a part hereof (the "Shopping Center"); said Mortgage having been recorded in said County as document No. 86259506

WHEREAS, by Lease dated July 25, 1994 (the "Lease"), Jerry J. Marjan (the "Lessor") leased to WHP a portion of the Shopping Center premises (the "Leased Premises"), the Leased Premises being more particularly described in the Lease; and

WHEREAS, the parties have agreed to the continuation of said Lease in the event of default under the Mortgage;

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and of the covenants hereinafter set forth, the parties hereto covenant and agree as follows:

1. The Mortgagee hereby consents to the Lease and agrees that so long as WHP keeps and performs the terms and provisions of said Lease on its part to be performed the Mortgagee will recognize the rights of WHP under the Lease and will not interfere with its possession so long as there is no default of the terms and provisions of the Lease on the part of WHP.
2. In the event there is a sale of the Leased Premises under said Mortgage pursuant to foreclosure decree or otherwise, such sale shall be made subject to the Lease as long as there is no default in the terms and provisions of the Lease on the part of WHP; and WHP will attorn to and accept the purchaser at the foreclosure or other sale, as Lessor under the Lease. In the event of any disposition of said note or notes or Mortgage, the Mortgagee shall impose the provisions of this Agreement upon the transferee.
3. Notices and demands required or permitted to be given hereunder shall be given by registered or certified mail and addressed if to WHP at 660 Industrial Drive, Elmhurst, IL 60126, Attention Real Estate Department, and if the Mortgagee at *Edgewood Bank. Either party may change the place for notices by notice in writing to the other. *1023 W. 55th Street, Countryside, IL 60525
4. The terms and provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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

By [Signature]
James Vice President

WHITE HEN PANTRY, INC.
By [Signature]
Vice President

Attest [Signature]
Secretary

Attest [Signature]
Secretary

94685126

RM
822

75.00

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94655176

COOK COUNTY CLERK'S OFFICE
111 W. WASHINGTON ST. CHICAGO, IL 60601
TEL: 312.603.4000 FAX: 312.603.4001
WWW.COOKCOUNTYCLERK.COM


UNOFFICIAL COPY

LEGAL DESCRIPTION

NWC Hillgrove & Ashland
LaGrange, Illinois

Lots 4, 5, 6, 7, 8, 9, 10 and 11 in Block 17 in Cossitt's First Addition to LaGrange, being a subdivision of that part of the North West 1/4 of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, lying North of the railroad and South of Ogden Avenue recorded July 14, 1882 in Block 17 in Cook County, Illinois.

P.I.N. 18-04-117-005
18-04-117-006
18-04-117-007
18-04-117-008
18-04-117-010
18-04-117-011



PREPARED BY AND RETURN TO:
BETH SPEICHER BROOKS
WHITE HEN FANTRY, INC.
660 INDUSTRIAL DRIVE
ELMHURST, IL 60120

94685126

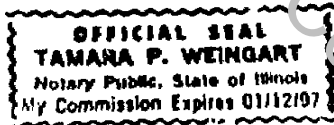
UNOFFICIAL COPY

STATE OF Illinois)
) SS.
COUNTY OF Peoria)

I, Tamara P. Weingart, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Richard P. [unclear] personally known to me to be the Secretary President of [unclear] and [unclear] personally known to me to be the [unclear] Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as Secretary President and [unclear] Secretary of said corporation 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 uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of June, 1997.

My Commission expires:



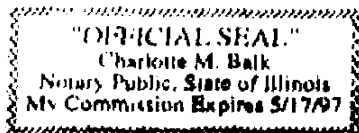
Tamara P. Weingart
Notary Public

STATE OF Illinois)
) SS.
COUNTY OF Peoria)

I, Charlotte M. Balk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that George S. Davis personally known to me to be the Vice President of [unclear] and [unclear] personally known to me to be the [unclear] Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as Vice President and [unclear] Secretary of said corporation 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 uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of July, 1997.

My Commission expires:



Charlotte M. Balk
Notary Public

9465126