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NON-DISTURBANCE ATTORNMENT AND SUBORDINATION AGREEMENT (MORTGAGE)

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COOK COUNTY RECORDER

THIS AGREEMENT, dated this 12th day of October, 1994 by and between Parkway Bank and Trust Company (the ~~LENDER~~ ~~Mortgagee~~) and White's Drug Store, Inc., an Illinois Corporation (the Tenant), having its offices at 454 Winnetka Avenue, Winnetka, Illinois and Parkway Bank and Trust Company as T/U/T No. 10936 as Buyer.

PRELIMINARY STATEMENT

A. The Tenant has executed a Lease (the Lease) with LaSalle National Bank, not personally but solely as Trustee under Trust No. 10-1636-09, 135 South LaSalle, Chicago, Illinois, (the Landlord) of the premises (the Premises) described in Exhibit "A".

~~B. The Mortgagee is about to record a Memorandum for Articles of Agreement for Trustee's Deed. The mortgage is dated October 12, 1994 and is recorded as No. 10936 and Assignment of Real and Personal Property.~~

The Lender is

C. The Tenant, the ~~Mortgagee~~ ^{LENDER} and Purchaser desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Non-Disturbance, Attornment and Subordination Agreement.

TERMS OF THE AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, the ~~Mortgagee~~ ^{LENDER} Buyer and the Tenant agree as follows:

1. Provided the Lease is in full force and effect and the Tenant is not in default under the Lease (beyond any period given the Tenant to cure the defaults), then:

(a) The Tenant's right of possession to the Premises and the Tenant's other rights arising out of the Lease shall not be affected or disturbed by the ~~Mortgagee~~ and Buyer in the exercise of its rights. Further, the Tenant shall not be named as a party defendant in any foreclosure of the lien of the ~~Mortgagee~~ nor in any other way be deprived of its rights under the Lease.

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(b) In the event the ~~Mortgagee~~ or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the ~~mortgage~~, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. The ~~Mortgagee~~ covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the mortgage, or otherwise, shall be made subject to the Lease and the rights of the Tenant under the Lease, and the Tenant covenants and agrees to attorn to the ~~Mortgagee~~, or such person, as its new Landlord, and the Lease shall continue in full force and effect ~~as a direct~~ Lease between the Tenant and ~~Mortgagee~~, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall the ~~Mortgagee~~ or such person be;

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- (i) liable for any act or omission of the Landlord.
- (ii) subject to any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord;
- (iii) bound by any payment of rent or additional rent made by the Tenant to the Landlord for more than one month in advance.

2. The Lease shall be subject and subordinate to the lien of the ~~mortgage~~ and to all terms, conditions and provisions, to all advances made or to be made and to any renewals, extensions, modifications or replacements.

3. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, the Tenant agrees to execute and deliver to the ~~Mortgagee~~ or to any person to whom the Tenant agrees to attorn such other instruments as either shall reasonably request in order to comply with these provisions.

4. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

5. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

6. Tenant hereby waives any right of first refusal.

7. Tenant acknowledges all obligations under the lease have been timely delivered and except for the right to possession there are no further rights or obligations by the Landlord on the lease which expires on May 31, 1995.

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8. Tenant acknowledges that at the present time \$3,332.22 has accrued on Tenant's real estate tax liability for 1994 payable in 1995 upon receipt of the actual tax bill, unless amount is less than previous bill.

IN WITNESS we sign this Agreement.

Conpa MORTGAGEE: Parkway Bank and Trust Company

By: *Richard K. Baldassano, V.P.*

TENANT: White's Drug Store, Inc., an Illinois Corp.

By: *Michael C. Rothman*

BUYER: Parkway Bank and Trust Company as T/U/T No. 10936

By: *James J. [Signature]*

THE SIGNATURE OF PARKWAY BANK & TRUST COMPANY IS BASED ENTIRELY UPON INFORMATION FURNISHED TO IT BY THE BUYER OR BENEFICIARIES OF THE MORTGAGE TRUST. THE BUYER ASSUMES ALL PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS HEREIN CONTAINED.

This Agreement is dated by Parkway Bank & Trust Company in testimony whereof, it has hereunto set its hand and seal of office this 10th day of [Month] 1994.

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
COUNTY OF C O O K)

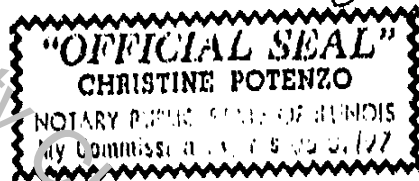
I, the undersigned, a Notary Public, in and for the county and state aforesaid DO HEREBY CERTIFY that Diane Peszynski, as Trust Officer of Parkway Bank and Trust Company appeared before me and executed the aforesaid instrument on behalf of Parkway Bank and Trust Company as T/U/T No. 10936 and LEAK BALOASSANO, V.P. of Parkway Bank and Trust Company, as Mortgagee, and Merle C. Rothschild as Vice President of White's Drugs Store, Inc., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and appeared before me this date in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth and the capacities set forth herein.

Given under my hand and notarial seal this 12th day of October, 1994.


Notary Public

This instrument prepared by MAIL TO
Leon C. Wexler
77 W. Washington Suite 1618
Chicago Illinois 60602
236-3399 (Fax 236-0107)

CLAYTON H. ATTORNEY
October 12, 1994



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UNOFFICIAL COPY
CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 007519036 OF
STREET ADDRESS: 454-458 W. WINNETKA ROAD
CITY: WINNETKA COUNTY: COOK
TAX NUMBER: 05-28-200-001-0000

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOT 6 LYING EASTERLY OF A LINE DRAWN PARALLEL TO AND 45 FEET NORTHEASTERLY FROM (MEASURED THE RIGHT ANGLES TO) THE WESTERLY LINE OF SAID LOT 6 IN OWNERS SUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 3, OF TEMPEL'S RESUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILWAY RIGHT OF WAY AND NORTH OF THE VILLAGE LIMITS OF KENILWORTH, COOK COUNTY, ILLINOIS, IN BOOK OF PLATS 98, PAGE 9, FILED AS DOCUMENT 4133672.

PARCEL 2:

LOT 7 AND 8 (EXCEPT THE WEST 45 FEET OF THE NORTH 56.16 FEET OF LOT 8 AND EXCEPT ALL THAT PART OF LOT 7 AND LOT 8 (EXCEPT THE NORTH 56.16 FEET OF SAID LOT 8) LYING WESTERLY OF A LINE DRAWN PARALLEL TO AND 45 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOT 7 (MEASURED AT RIGHT ANGLES) IN OWNERS SUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 3 OF TEMPEL'S RESUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILWAY RIGHT OF WAY AND NORTH OF THE VILLAGE LIMITS OF KENILWORTH, COOK COUNTY, ILLINOIS, IN BOOK OF PLATS 98, PAGE 9, FILED AS DOCUMENT 4133672.

PARCEL 3:

THAT PART OF LOT 6, LOT 7 AND LOT 8 (EXCEPT THE NORTH 56.16 FEET OF SAID LOT 8) IN OWNERS SUBDIVISION LYING WESTERLY OF A LINE DRAWN PARALLEL TO AND 45 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOT 7 (MEASURED AT RIGHT ANGLES) AND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 6, DISTANT 10.0 FEET EASTERLY OF MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID SUBDIVISION; THENCE NORTHWESTERLY ON A STRAIGHT LINE PARALLEL WITH AND 10.0 FEET EASTERLY OF MEASURED AT RIGHT ANGLES, TO THE SOUTHWESTERLY LINE OF SAID SUBDIVISION, 137.52 FEET TO A POINT; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 8.75 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 1.25 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO THE SWLY LINE OF SAID SUBDIVISION; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL STRAIGHT LINE TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 8, SAID WEST LINE BEING ALSO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN OWNERS SUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 3 OF TEMPEL'S RESUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILWAY RIGHT OF WAY AND NORTH OF THE VILLAGE LIMITS OF KENILWORTH, COOK COUNTY, ILLINOIS, IN BOOK OF PLATS 98, PAGE 9, FILED AS DOCUMENT 4133672.

PARCEL 4:

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 41.25 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY OF THE CHICAGO NORTHWESTERN RAILWAY COMPANY, MEASURED AT RIGHT ANGLES THEREFTO.

PARCEL 5:

THE WEST 45 FEET OF THE NORTH 56.16 FEET OF LOT 8 IN OWNER'S SUBDIVISION (HEREINAFTER DESCRIBED) THAT PART OF LOT 6, LOT 7 AND LOT 8 (EXCEPT THE NORTH 56.16 FEET OF SAID LOT 8) IN OWNERS SUBDIVISION LYING WESTERLY OF A LINE DRAWN PARALLEL TO AND 45 FEET NORTHEASTERLY

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CHICAGO TITLE INSURANCE COMPANY

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STREET ADDRESS: 454-458 W. WINNETKA ROAD
CITY: WINNETKA COUNTY: COOK
TAX NUMBER: 05-28-200-001-0000

LEGAL DESCRIPTION:

OF THE SOUTHWESTERLY LINE OF LOT 7 (MEASURED AT RIGHT ANGLES) AND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 6, DISTANT 10.0 FEET EASTERLY OF MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID SUBDIVISION; THENCE NORTHWESTERLY ON A STRAIGHT LINE PARALLEL WITH AND 10.0 FEET EASTERLY OF MEASURED AT RIGHT ANGLES, TO THE SOUTHWESTERLY LINE OF SAID SUBDIVISION, 187.52 FEET TO A POINT; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 8.75 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 1.25 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO THE SWLY LINE OF SAID SUBDIVISION; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL STRAIGHT LINE TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 8, SAID WEST LINE BEING ALSO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN OWNERS SUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 3 OF TRIMBLE'S RESUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND MILWAUKEE ELECTRIC RAILWAY RIGHT OF WAY AND NORTH OF THE VILLAGE LIMITS OF KENILWORTH, COOK COUNTY, ILLINOIS, IN BOOK OF LOTS 98, PAGE 9, FILED AS DOCUMENT 4133672.

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