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NON-DISTURBANCE AND CONSENT AGREEMENT

THIS AGREEMENT, made and entered into, effective as of the ^{14th} day of ~~OCTOBER~~, 1993, by and between Bank One, Columbus, NA, a National Banking Association, organized and existing under the laws of the United States of America, whose address is 100 East Broad Street, Columbus, Ohio 43271, hereinafter called "Mortgagee," INGRAM FAMILY LIMITED PARTNERSHIP (fka INGRAM FAMILY PARTNERSHIP, LTD., an Ohio limited partnership, having its principal office at 555 West Goodale Street, P.O. Box 1498, Columbus, Ohio 43216 hereinafter called "Mortgagor," and WHITE CASTLE SYSTEM, INC., a Delaware corporation, having its principal office at 555 West Goodale Street, P.O. Box 1498, Columbus, Ohio 43216, herein-after referred to as "Lessee".

WITNESSETH:

WHEREAS, Mortgagor is the owner of a certain parcel of real property located in the City of Evergreen, County of Cook, State of Illinois, which parcel is more particularly described on Exhibit A attached hereto, made a part hereof, and incorporated herein by this reference; and

WHEREAS Mortgagee now holds a mortgage on said parcel of real property, dated ~~OCTOBER 14~~, 1993, which mortgage has been or will be recorded in the County of Cook, Recorder of Deeds' Office, to secure the payment of a certain amount of money, which mortgage is hereinafter called the "Mortgage;" and

WHEREAS, Mortgagor has leased said certain parcel of real property to Lessee; and

WHEREAS, the lease between said Mortgagor and Lessee, hereinafter called "Lease," has an effective date as of the 13th day of July, 1984, and a memorandum of said Lease has been or will be recorded in the County of Oakland, Recorder of Deeds' Office; and

WHEREAS, all parties hereto wish to ensure that Lessee may quietly possess, enjoy, and use the subject parcel of real property without disturbance of any kind,

NOW THEREFORE, in consideration of the foregoing and the benefits derived and to be derived under the Lease and of the covenants hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. The Lease is and shall continue at all times to be subordinate in lien to the lien of the Mortgage.
2. That, so long as the Lessee shall not be in default under the Lease, Mortgagee agrees that Lessee's occupancy and possession of the leased real property and Lessee's rights and privileges under the Lease, or any renewal or extension thereof, shall not be disturbed, diminished or interfered with as the result of any action taken by Mortgagee.
3. In the event Mortgagee takes possession of the premises, Mortgagee agrees to be bound by the provisions, terms and covenants contained in the Lease.
4. Mortgagee expressly disclaims any interest in the buildings, improvements, fixtures and equipment erected and installed, or hereafter erected and installed, by Lessee in and on the above described property.
5. Mortgagee agrees that Lessee shall have the right to alter, remodel and remove, as provided for in said Lease, buildings and improvements erected by it on the above described property.
6. Mortgagee agrees that in condemnation matters, it shall have no interest in any compensation, award, damages or sale proceeds to which Lessee may be entitled or receive and that any compensation, award, damages or sale proceeds shall not be applied to the Mortgage indebtedness in priority to or to the exclusion of Lessee's interest.
7. Mortgagee agrees to give written notice to Lessee within ten (10) days following any default of any kind under said Mortgage.

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Handwritten initials/signature

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STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this 14th day of October, 1975, before me, came EDGAR W. INGRAM, III, to me known to be the person who, as President of I.F. Limited Co. the General Partner of Ingram Family Limited Partnership fka Ingram Family Partnership, Ltd., the limited partnership described in and which executed the foregoing instrument, signed the same and acknowledged to me that he did so sign said instrument in the name of and on behalf of said limited partnership as such General Partner; that the same is his free act and deed as such General Partner and the free act and deed of said limited partnership; and he was duly authorized to sign same.

Francis Thompson
Notary Public

FRANCIS THOMPSON
NOTARY PUBLIC - STATE OF OHIO
My Comm. Expires 12/31/80

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this 14th day of October, 1975, before me came JAMES H. BRICKER and G. ROGER POST, to me known to be the persons who, as Vice President and Secretary, respectively, of WHITE CASTLE SYSTEM, INC., the corporation described in and which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign said instrument in the name of and on behalf of said corporation as such officers; that the same is their free act and deed as such officers and the free act and deed of said corporation; that they were duly authorized by the Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation,

Francis Thompson
Notary Public

FRANCIS THOMPSON
NOTARY PUBLIC - STATE OF OHIO
My Comm. Expires 12/31/80

This instrument was prepared by Bank One, Columbus, N.A., 100 East Broad Street, Columbus, Ohio 43271. 120-1010

DEPT-01 RECORDING \$27.00
T#0888 INAM 0495 03/18/74 11.46.00
#1122 # JEB *--74--250416
COOK COUNTY RECORDER

94250416

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PARCEL 1:

Part of Lots 1 and 2 in Block 5 in Peterson and Weatherford's Subdivision of Blocks 1, 2, 3 and 4 together with vacated streets between Blocks 1, 2 and 3 and the vacated East 14 feet of the street adjoining Block 4 on the West in Harry H. Honore Junior's Subdivision of the North 1/2 of the East 1/2 of the Northeast 1/4 and the North 3/8 of the West 1/2 of the Northeast 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, according to the plat recorded as Document 6,363,776 in the County of Cook, in the State of Illinois described as follows:

beginning at the Northeast corner of said Lot 1, said corner also being the intersection of the South right of way line of 95th Street (U.S. Route No's 12 and 20) with the West Right of way line of the Baltimore and Ohio Chicago Terminal Railroad; thence Southerly along the East line of said Lot 1, also being said Baltimore and Ohio Chicago Terminal Railroad West right of way, a distance of 220.00 feet; thence Westerly 90 degrees 20 minutes 22 seconds to the right of the last described course extended, along a line parallel with said South right of way line of 95th Street, a distance of 192.00 feet; thence Northerly 89 degrees 30 minutes 38 seconds to the right of the last described course extended, along a line parallel with said West line of the Baltimore and Ohio Chicago Terminal Railroad, a distance of 220.00 feet to a point on said South right of way line of 95th Street; thence Easterly along said South right of way line, a distance of 192.00 feet to the point of beginning, in Cook County, Illinois.

PARCEL 2:

Easement for the benefit of Parcel 1 as created by Grant from Edward Hines Lumber Company to Sambo's of Illinois, Inc., dated October 2, 1977 and recorded October 5, 1978 as Document 24,659,499 for sanitary and storm sewers over the following described land:

The East 22 feet (as measured perpendicular to and parallel with the East lot line) except the North 220 feet (as measured along the East lot line and parallel with the North lot line) of Lot 1, in Block 5 in Peterson and Weatherford's Subdivision of Blocks 1, 2, 3 and 4 together with vacated streets between Blocks 1, 2 and 3 and the vacated East 14 feet of street adjoining Block 4 on the West in Harry H. Honore Junior's Subdivision of the North 1/2 of the East 1/2 of the Northeast 1/4 and the North 3/8 of the West 1/2 of the Northeast 1/4 of Section 12, Township 37 North, Range 13 East of the Third Principal Meridian, according to the plat recorded as Document 6,363,776, in Cook County, Illinois.

Permanent Tax Number: 24-12-202-003

Volume: 243

EXHIBIT A

TAX ID NUMBER: 0311052459

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