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DEPT-01 RECORDING \$35.00

EXHIBIT E

105555 TRAN 7277 04/28/94 13124100

12041 J.J * -94-382820

COOK COUNTY RECORDER

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (the "Agreement") is made and entered into this the 24th day of March, 1994 by and between B C Chicago, Inc. ("Tenant"), State Farm Life Insurance Company ("Lender") and LaSalle National Trust N.A., as Successor Trustee to LaSalle National Bank, not Personally but Solely as Trustee Under Trust Agreement dated June 5, 1992 and Known as Trust No. 44300 ("Landlord").

RECITALS:

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WHEREAS, Tenant and Landlord executed a Lease dated as of February 22, 1994 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 Mortgage (the "Mortgage") dated April 15, 1974 and recorded on August 14, 1974 as Document 22815872 in the office of the Recorder of Deeds of Cook County, 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:

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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 and Tenant's possession of Property shall not be disturbed 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; however, (a) the Tenant agrees that the Lease is modified to provide that if at any time during the Lease, hazardous substances are discovered on or upon the property in violation of any environmental law ("Environmental Violation") and such violation is not caused by the acts of Landlord, its agents, employees or invitees, then Tenant shall indemnify Landlord against any and all loss, damages, claims or costs incurred by Landlord as a result of such violation, and upon notice of same from Landlord, promptly remove or otherwise eliminate the Environmental Violation from the Property in accordance with all applicable laws ("Remedial Action") and without cost to Landlord or interference with Landlord's use of the Shopping Center; (b) pursuant to Paragraph 19 of the Lease, (1) Paragraph 19.2 will be enforced only to the extent it will not violate any existing Agreements or Leases with other tenants; (2) Paragraph 19.3 will be enforced only to the extent it will not violate any existing Agreements or Leases with other tenants; (3) Paragraph 19.4 will be enforced only to the extent Tenant's performance thereunder complies with all federal, state and local laws and ordinances; (4) Paragraph 19.5 is hereby amended to affect only the area south and east of Washington Square Restaurants as depicted in Exhibit A to the Lease; and (c) Paragraph 20.4 is limited to improvements made south and east of Washington Square Restaurant as depicted in Exhibit A to the Lease. 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 prior landlord under the Lease (including Landlord), (b) subject to any offsets or defenses which have accrued prior to the date of sale of foreclosure, (c) bound by any Rent that Tenant may have paid under the Lease more than one 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.

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4. If Lender sends 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:

Tenant: B C Chicago, Inc.
1804 Centre Point Drive, Suite 104
Naperville, Illinois 60563
Attn: Ronald Taylor

with a copy to: Rudnick & Wolfe
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601-1293
Attn: Jeffrey N. Owan, Esq.

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 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.

This instrument is presented by LBSALLE NATIONAL TRUST, N.A., as the
solely as Trustee, on behalf of, in the exercise of the
authority conferred upon and vested in it as such Trustee. A
copy of the instrument, including all attachments and conditions to
the instrument, is being furnished to you and you are to be construed according
to the instrument and all attachments and conditions to the instrument, and
no personal liability shall be asserted or be on reasonable
LBSALLE NATIONAL TRUST, N.A. by reason of any of the terms, provisions,
covenants and/or stipulations contained in this instrument.

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EXHIBIT A

Legal Description

THE NORTH 265 FEET OF THE SOUTH 308 FEET OF THE EAST 75 FEET OF THE WEST 145 FEET OF THE NORTHWEST QUARTER OF SECTION 33 TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property Identification No. 22-33-100-022

Property Address: 17855 Halsted Street
Homewood, Illinois

Prepared by and after
Recording Return to: Recorder's Box 416

James T. Mayer, Esq.
Hudnick & Wolfe
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601-1293
(312) 368-4000

MS:JOM0039 03/30/94 1553

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

TENANT:

BC CHICAGO, INC., an Illinois corporation

By: 

Name: John M. Meade

Title: President

LANDLORD:

LaSalle National Trust N.A., as Successor Trustee to LaSalle National Bank, not personally but solely as Trustee Under Trust Agreement dated June 5, 1992 and known as Trust No. 44300

By: 

Name: J. W. Laro

Title: VICE PRESIDENT

LENDER:

STATE FARM LIFE INSURANCE COMPANY

By: 

Name: William C. Gale

Title: Investment Officer

By: 

Name: W. Thomas Gardner

Title: Investment Officer

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[Acknowledgement of Tenant]

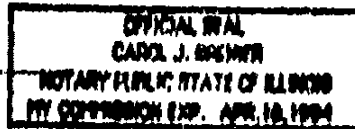
STATE OF ILLINOIS §
 §
COUNTY OF COOK §

Personally appeared before me, a Notary Public in and for the above County and State, Carol J. Brewer known personally by me and acknowledged by me to be on the date of execution, Carol J. Brewer of B C Chicago, Inc., and he/she executed the foregoing for and on behalf of said corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 11th day of April, 1991.

Carol J. Brewer
Notary Public in and for the State and County aforesaid

My commission expires: _____



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Property of Cook County Clerk's Office

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[Acknowledgement of Landlord]

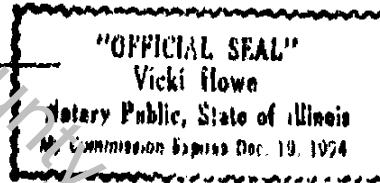
STATE OF ILLINOIS §
§
COUNTY OF COOK §

Personally appeared before me, a Notary Public in and for the above County and State, JAMES D. LANG known personally by me and acknowledged by me to be on the date of execution, SR. VICE PRESIDENT of LaSalle National Trust N.A., as Successor Trustee to LaSalle National Bank, not Personally but Solely as Trustee Under Trust Agreement dated June 5, 1992 and Known as Trust No. 44300, and he/she executed the foregoing for and on behalf of said corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 4th day of April, 1994

Vicki House
Notary Public in and for the State and
County aforesaid

My commission expires: 12/19/94



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[Acknowledgement of Lender]

STATE OF ILLINOIS §
§
COUNTY OF MCLEAN §

Personally appeared before me, a Notary Public in a for the above County and State, William C. Gale and W. Thomas Gardner known personally by me and acknowledged by me to be on the date of execution, Investment Officer and Investment Officer of State Farm Life Insurance Company, and he/she executed the foregoing for and on behalf of said corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 30th day of March, 1994.

Debra C. Grant
Notary Public in and for the State and
County aforesaid

My commission expires: _____

"OFFICIAL SEAL"
Debra C. Grant
Notary Public, State of Illinois
My Commission Expires 2/26/97

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