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NON-DISTURBANCE AND ATTORMENT AGREEMENT

AGREEMENT made this 14th day of August, 1995 by and between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO ("Mortgagee") and THE PEP BOYS MANNY, MOE & JACK OF CALIFORNIA, a California corporation ("Tenant").

. DEPT-01 RECORDING	\$35.00
. T40012 TRAN 5910 08/17/95 14:15:00	
. 13616 C J17 8-95-545202	
. COOK COUNTY RECORDER	
. DEPT-10 PENALTY	\$32.00

RECITALS

Mortgagee is now the owner and holder of a mortgage (the "Mortgage") dated August 14, 1995 to be recorded concurrently herewith in the Official Records of Cook County, Illinois on the real property ("Shopping Center") located on West Grand, Chicago, Cook County, Illinois, and more particularly described on Exhibit A attached hereto. Tenant is the tenant under that certain Lease Agreement (the "Lease") dated June 22, 1995, by and between Tenant and American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated January 17, 1995 known as Trust Number 119975-09 with the landlord's interest in said Lease having been assigned to Parkway Bank & Trust Company, as Trustee under Trust Agreement dated July 6, 1995 known as Trust Number 11151 ("Landlord"), for a portion of the Shopping Center more particularly described in the Lease (the "Premises"). Tenant and Mortgagee desire to confirm certain understandings with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Mortgagee and Tenant hereby agree and covenant as follows:

1. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms and provisions on Tenant's part to be performed under the Lease, whether or not the Lease has been rejected in any proceeding under the Bankruptcy Code, 11 U.S.C. §101 et. seq. (the "Code"), involving Landlord, Tenant's possession of the Premises and Tenant's rights and privileges provided for in the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term provided for in the Lease or any such extensions or renewals thereof.

BOX 333-CTI

$$\begin{array}{r}
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 2,32.00 \\
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 67.00
 \end{array}$$

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2. Mortgagee acknowledges receipt of a copy of the Lease, approves the Lease, and agrees that this Agreement satisfies any condition or requirement in the Mortgage or any other instrument evidencing, securing or relating to the indebtedness secured by the Mortgage relating to the approval by Mortgagee of the Lease.

3. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms and provisions of the Lease on Tenant's part to be performed, whether or not the Lease has been rejected in any proceeding under the Code involving Landlord, Mortgagee will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.

4. If Mortgagee or its personal representatives, successors or assigns shall, by foreclosure, conveyance in lieu of foreclosure or otherwise, succeed to the interest of Landlord under the Lease and/or in the Shopping Center (Mortgagee or said party being herein called "Successor Landlord"), whether or not the Lease has been rejected in any proceeding under the Code involving Landlord, Successor Landlord shall be bound to Tenant under all the terms and provisions of the Lease and Tenant agrees, from and after such event, to attorn to Successor Landlord, all rights and obligations under the Lease to continue as though the interest of Landlord had not been terminated or such foreclosure proceedings not been brought, and Tenant shall have the same remedies against Successor Landlord for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Successor Landlord had not succeeded to the interest of Landlord; provided, however, that Successor Landlord shall not be:

(a) bound by any rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease; or

(b) bound by any amendment or modification of the Lease resulting in or effecting a change in the Base Annual Rent, Term or Premises made without its consent.

Tenant shall, however, be under no obligation to pay rent to Successor Landlord until Tenant receives written notice from Successor Landlord that it has succeeded to the interest of Landlord under the Lease (or if the Lease has been rejected in any proceeding under the Code involving Landlord, the interest of Landlord in the Premises) and is entitled to receive the rents under the Lease directly from Tenant, and Successor Landlord hereby agrees to indemnify, defend and hold Tenant harmless from all liabilities, costs and expenses, including attorneys' fees, arising out of any claims made by Landlord or any trustee of

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Landlord with respect to monies paid by Tenant to Successor Landlord at the direction of Successor Landlord. Whether or not the Lease has been rejected in any proceeding under the Code involving Landlord, the respective rights and obligations of Tenant and Successor Landlord upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

5. Neither the Mortgage nor any other security instrument executed in connection therewith shall cover, or be construed as subjecting in any manner to the liens thereof, any of Tenant's personal property.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective personal representatives, successors and assigns, including, without limitation, a mortgagee, its successors or assigns who shall have succeeded to the interest of Landlord or Tenant in the Premises or acquired possession thereof by, through or under foreclosure, purchase in lieu of foreclosure or otherwise.

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

ATTEST:

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO

(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

ATTEST:

THE PEP BOYS MANNY, MOE & JACK OF
CALIFORNIA, a California
corporation

Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

PREPARED BY & AFTER RECORDING MAIL TO:
SHARON B. ROMAN
PEP BOYS
3111 W. ALLEGHANY AVE.
PHILADELPHIA, PA 19132

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

ATTEST:

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO

Mark J. [Signature]
(Assistant) Secretary

By: John [Signature]
(Vice) President

[CORPORATE SEAL]

ATTEST:

THE PEP BOYS MANNY, MOE & JACK OF
CALIFORNIA, a California
corporation

Secretary

By: (Vice) President

[CORPORATE SEAL]

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STATE OF Pennsylvania)
COUNTY OF Philadelphia) SS

I, Sharon B. Roman, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph Crotti and Frederick A. Stimpone, respectively, the (Vice) President and Secretary of The Pep Boys Manny, Moe & Jack of California, a California corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, and the said Secretary of said corporation then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix such corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of August, 1995.

Sharon B. Roman
Notary Public

My Commission Expires:

Notarial Seal
Sharon B. Roman, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 29, 1998
Member, Pennsylvania Association of Notaries

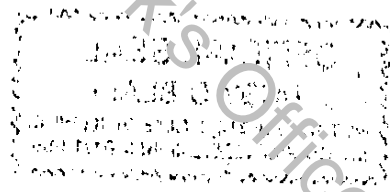
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EXHIBIT A

PARCEL 1:

LOT 10 (EXCEPT THE SOUTH 35 FEET THEREOF) IN CHARLES H. KUSEL'S SUBDIVISION OF THE WEST 332.36 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF A LINE 125 FEET SOUTHWESTERLY FROM AND PARALLEL TO THE SOUTHWESTERLY LINE OF GRAND AVENUE EAST OF THE EAST LINE OF NORTH CENTRAL PARK AVENUE AND NORTH OF THE NORTH LINE OF THOMAS STREET IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 21 TO 32 BOTH INCLUSIVE IN CHARLES H. KUSEL'S 2ND SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT OF SAID SUBDIVISION RECORDED JULY 20, 1916 AS NUMBER 5914109 IN COOK COUNTY, ILLINOIS.

Property address:
3577 W. Grand Ave.
Chicago, IL 60657

16-02-402-001; 002; 003; 004; 005; 006; 007; 008; 009; 010.

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