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This Instrument was Prepared By
and after Recording should be
returned to:

Property Address:
13525-13585 S. Cicero
Crestwood, IL

Keith D. Pascus, Esq.
Katten Muchin & Zavis
525 West Monroe Street, Suite 1600
Chicago, Illinois 60661

Tax Nos.: 28-03-100-100
28-03-100-101

. DEPT-01 RECORDING \$33.50
. T42222 TRAN 5635 01/31/95 16:33:00
\$3765 F PCB #95-071194
COOK COUNTY RECORDER

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT is dated of the 10th day of January, 1995 by and between U.S. BANK, an Illinois Banking Corporation a/k/a The Steel City Bank of Chicago, an Illinois Banking Corporation a/k/a The Steel City National Bank of Chicago, (herein called "Lender"), CHICAGO PARTNERS, an *Illinois corporation* ("Tenant"), HERITAGE TRUST COMPANY not individually but as Trustee under Trust Agreement dated 12/6/88 and known as Trust 88-3503 ("Land Trustee") and its sole beneficiary John F. Joyce ("Joyce") (Land Trustee and Joyce being herein together called "Landlord").

WHEREAS, under a certain lease dated as of the 22nd day of November, 1994 (herein referred to as "the Lease"), Landlord did lease and demise a portion (herein called the "Premises") of the project owned by Landlord and commonly known as Crestwood Court Shopping Center (the "Project") and legally described on Exhibit A attached hereto and hereby made a part hereof;

WHEREAS, Lender and Land Trustee and Joyce have entered into a loan transaction (the "Loan") which loan is secured by a note (the "Note") which is secured by a mortgage dated as of December 14, 1993 and recorded on December 22, 1993 with the Cook County Recorder of Deeds as document no. 03056862, as amended from time to time (the "Mortgage") constituting a valid lien upon the Project which includes an assignment of Landlord's interest in the Lease (which assignment of Landlord's interest in the Lease is herein referred to as the "Assignment") (the Note, Mortgage and Assignment are collectively referred to as the "Loan Documents");

WHEREAS, Landlord and Tenant desire to establish additional rights of quiet and peaceful possession for the benefit of Tenant and to further define the covenants terms and conditions precedent to such additional rights.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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1. Incorporation of Recitals and Exhibits. The recitals set forth above and the Exhibits attached hereto are hereby incorporated by reference into the body of this Agreement.

2. Non-Disturbance Agreement. Lender hereby covenants that in the event Lender obtains title to the Project either by foreclosure, or by deed in lieu of foreclosure or otherwise and thereafter obtains the right of possession of the Project, Lender, for itself, and its successors and assigns, as well as for any subsequent owner of the Project, does hereby covenant and agree for the benefit of the Tenant under the Lease, subject to the observance and performance by the Tenant of all the terms, covenants and conditions thereunder, as follows:

(i) The quiet and peaceful possession of the Tenant under the Lease; and

(ii) That the Lease shall continue in full force and effect and Lender shall recognize the Lease and the Tenant's rights thereunder and will thereby establish direct privity of estate and contract as between Lender and the Tenant under said Lease with the same force and effect as though the Sublease were originally made from Lender in favor of the Tenant thereunder.

3. Recordation of Agreement. Concurrently with the execution of this Agreement, the parties thereto shall cause a copy of this Agreement to be recorded in the Recorder's Office of Cook County, Illinois.

4. Execution Counterparts. This Agreement may be executed in multiple counterparts all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All the counterparts shall be construed together and shall constitute one instrument but in making such proof it shall be only necessary to produce one such counterpart.

5. Amendments to Lease. Landlord and Tenant agree not to materially alter the terms of the Lease without the prior written consent of Lender, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have entered into this Non-Disturbance Agreement as of the day and year first above written.

LENDER:

U.S. Bank, an Illinois Banking Corporation

By: 

Its Vice President

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TENANT:

CHICAGO PARTNERS, a Del. Corp

By: W. J. Lane

Its Executive Director

LANDLORD:

JOHN F. JOYCE, sole beneficiary of
Heritage Trust Agreement No. 88-3503
dated 12/6/88

By: John F. Joyce

Its _____

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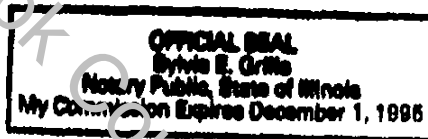
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Sylvia E. Grillo, a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY that John F. Joyce, personally known to me to be the same person whose name is subscribed to the foregoing Instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25th day of January, 1995.

Sylvia E. Grillo
Notary Public



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SEARCHED
SERIALIZED
INDEXED
FILED

11/17/2010

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EXHIBIT A

Legal Description of Project

Lots 1 and 2 in Crestwood Courts, a Subdivision of part of the Northwest 1/4 of Section 3, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 28-03-100-100 (Affects Lot 1)
28-03-100-101 (Affects Lot 2)

Common Address: 13525-13585 S. Cicero Avenue
Crestwood, Illinois 60445

• DOCUMENT #: CH0001 (00000-47,6) / 21778.4; DATE: 01/11/95; TIME: 9:56 •

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11/19/2014