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(LaSalle/Broadview 2)

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COOK COUNTY RECORDER

NON-DISTURBANCE, ATTORNMENT,
ESTOPPEL AND SUBORDINATION AGREEMENT

THIS NON-DISTURBANCE, ATTORNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT is made and entered into as of January 30, 1995, by and among LASALLE NATIONAL BANK, a national banking association, ("Mortgagee" or "LaSalle"), and Video Update Inc., a Delaware Corporation ("Lessee"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under a Trust Agreement dated December 1, 1991, and known as Trust No. 118772-06 ("Lessor").

R E C I T A L S

A. Mortgagee is now the owner and holder of that certain Construction Loan Mortgage Note dated as of January 1, 1995, in the principal sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000), secured by a Construction Loan Mortgage and Security Agreement (the "Mortgage") of even date therewith, which Mortgage constitutes a lien or encumbrance on that certain real property more particularly described in the attached Exhibit "A" (the "Property").

B. Lessee is the holder of a leasehold estate covering a portion of the Property (the "Demised Premises") pursuant to the terms of that certain lease dated October 24, 1994, and executed by Lessee and Lessor (the "Lease"). A true and correct copy of the Lease is attached hereto as Exhibit "B," or has been delivered to Mortgagee.

C. Lessee, Lessor and Mortgagee desire to confirm their understanding with respect to the Lease and the Mortgage.

A G R E E M E N T

1. So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession and occupancy of the Demised Premises shall not be interfered with or disturbed by Mortgagee during the term of the Lease or any extension thereof duly exercised by Lessee.

2. If the interests of any prior lessor under the Lease (including Lessor) shall be transferred to and/or owned by Mortgagee by reason of judicial foreclosure, power-of-sale foreclosure or other proceedings brought by it, or deed in lieu of such foreclosure proceedings, or by any other manner, including but not limited to Mortgagee's exercise of its rights under any assignment of leases and rents, and Mortgagee succeeds

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to the interest of such lessor under the Lease, Lessee shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the remaining term thereof and any extension thereof duly exercised by Lessee, with the same force and effect as if Mortgagee were the lessor under the Lease, and Lessee does hereby attorn to Mortgagee as its lessor, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee's succeeding to the interest of the lessor under the Lease; provided, however, that Lessee shall be under no obligation to pay rent to Mortgagee until Lessee receives written notice from Mortgagee that it has succeeded to the interest of the lessor under the Lease or that it has terminated the license granted to Lessor to collect rents as provided in the Mortgage or any assignment of leases and rents. The respective rights and obligations of Lessee and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extension, 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.

3. If Mortgagee shall succeed to the interest of any prior lessor under the Lease (including Lessor), Mortgagee shall, subject to the last sentence of this Section 3, be bound to Lessee under all of the terms, covenants and conditions of the Lease; provided, however, that Mortgagee shall not be:

(a) Liable for any act or omissions of any prior lessor (including Lessor); or

(b) Subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor); or

(c) Bound by any rent or additional rent or advance rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor) and all such rent shall remain due and owing notwithstanding such advance payment; or

(d) Bound by any amendment or modification of the Lease made without its consent and written approval; or

(e) Be required to complete construction of the Demised Premises or otherwise perform the obligations of Lessor under the Lease in the event of a foreclosure of the Mortgage, or acceptance by Mortgagee of deed in lieu of foreclosure prior to full completion of the Demised Premises.

Neither LaSalle nor any other party who, from time to time, shall be included in the definition of Mortgagee hereunder

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shall have any liability or responsibility under or pursuant to the terms of this Agreement after it ceases to own a fee interest in or to the Property.

4. Subject to the terms of this Agreement (including but not limited to those in Section 2 hereof), the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage. In the event of any conflict or inconsistency between any of the provisions of the Mortgage and the Lease, the provisions of the Mortgage shall control.

5. The term "Mortgagee" shall be deemed to include LaSalle, any of its successors and assigns, including anyone who shall have succeeded to the lessor's interest under the Lease by, through or under judicial foreclosure, or power-of-sale foreclosure or other proceedings brought pursuant to the Mortgage, or deed in lieu of such foreclosure proceedings, or by any other manner.

6. Lessor and Lessee certify to Mortgagee as follows: (a) that the Lease is presently in full force and effect and unmodified or changed; (b) that the term of the Lease shall commence ~~or did commence on~~ _____, 199__, and full rental will then accrue ~~or is now accruing~~ thereunder; (c) that all conditions required under the Lease that could have been satisfied as of the date hereof have been met; (d) that no rent under the Lease has been paid more than one month in advance of its due date; (e) that as of the date hereof, to the best of Lessee's knowledge, no default exists under the Lease; (f) that Lessee, as of this date, has no charge, lien or claim of offset under the Lease or otherwise, against rents or other charges due or to become due thereunder; (g) that the Lease constitutes the entire rental agreement between the parties and that Mortgagee shall have no liability or responsibility with respect to any security deposit of Lessee; (h) that the only persons, firms or corporations in possession of the Demised Premises or having any right to the possession or use of the Demised Premises (other than the record owner) are those holding under the Lease; and (i) that Lessee has no right or interest in or under any contract, option or agreement involving the sale or transfer of the Demised Premises.

7. In the absence of the prior written consent of Mortgagee, Lessee agrees not to do any of the following: (a) prepay the rent under the Lease for more than one month in advance; (b) enter into any agreement with Lessor to amend or modify the Lease; (c) voluntarily surrender the Demised Premises or terminate the Lease without cause; or (d) sublease or assign the Demised Premises.

for a term of 10 years as per Section 2.3
of the Lease Agreement

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

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8. In the event Lessor shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Lessee shall give written notice thereof to Mortgagee and Mortgagee shall have the right (but not the obligation) to cure such failure, and Lessee shall not take any action with respect to such failure under the Lease, including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent thereunder, for a period of 30 days after receipt of such written notice by Mortgagee; provided, however, that in the case of any default which with diligence cannot reasonably be cured within said 30-day period, if Mortgagee shall promptly commence corrective action to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity.

9. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

10. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

11. All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by prepaid telegram or telex, or by telephone facsimile, or by prepaid overnight delivery service. Notice so mailed shall be effective on the third day after deposit in the mails. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be:

Lessor:

American National Bank and Trust Company of
Chicago Trust No. 118772-06
33 North LaSalle Street
Chicago, Illinois 60690

Attention: Land Trust Department

with copy to:

TB Limited Partnership
c/o Hiffman Shaffer Anderson, Inc.
180 North Wacker Drive, Suite 500
Chicago, Illinois 60606

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Mortgagee:

LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603

Attention: Lisa J. Cunningham
Commercial Real Estate

Lessee:

provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days' notice to the other parties in the manner set forth hereinabove.

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

LASALLE NATIONAL BANK

By _____
Title: "Mortgagee"

Vidco Update, Inc., a Delaware Corporation

By [Signature]
Title: "Lessee"

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

(SEAL)

Attest:

Title: [Signature]

By [Signature]
Title: "Lessor"

The instrument is executed by the undersigned Land Trustee, not personally but as Trustee in the name of the power and authority conferred upon and vested in the Trustee. It is expressly understood and agreed that all of the instruments, acts, deeds, representations, covenants, undertakings and agreements herein are to be on the part of the Trustee and not personally for personal liability or personal responsibility of the Trustee in his capacity as Trustee and not as an agent or authorized agent of the Trustee on account of any warranty, liability, responsibility, covenant, undertaking or agreement of the Trustee in the instrument.

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State of Illinois
County of Cook
Circuit Court

Case No. 12-1234567
In re: [Illegible]

[Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, P. JOHANSEN, personally known to me to be the same person whose name is subscribed to the foregoing instrument as his own free and voluntary act and deed, for the uses and purposes therein set forth

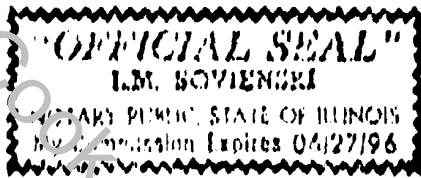
GIVEN under my hand and notarial seal this ____ day of JAN 30 1995

(Notarial Seal)

L. M. Sovienksi

Notary Public

My commission expires:



Received by
Elizabeth P. Starnod
Sarkis, Shaw, Kaurer & Associates
General Counsel
Suite 9200
55 East Monroe Street
Chicago, IL 60603

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

PORTIONS OF THE FOLLOWING DESCRIBED LOTS OF BROADVIEW VILLAGE SQUARE BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1994 AS DOCUMENT 94-212972 WITH THE COOK COUNTY RECORDER OF

DEEDS:

LOT 3 AND A PORTION OF LOT 9 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 7 OF SAID BROADVIEW VILLAGE SQUARE; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 7, 79.84 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST, 10.08 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 7.33 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST, 115.00 FEET; THENCE SOUTH 45 DEGREES 05 MINUTES 44 SECONDS WEST, 35.36 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 17.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 25.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 32.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 125.08 FEET TO A POINT ON THE WEST LINE OF LOT 7 IN SAID BROADVIEW VILLAGE SQUARE; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 7 IN BROADVIEW VILLAGE SQUARE, 167.67 FEET, TO THE POINT OF BEGINNING.

AND

LOT 4 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THE NORTH 164.58 FEET OF LOT 4 IN BROADVIEW VILLAGE SQUARE BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1994 AS DOCUMENT 94-212972 FURTHER DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 22; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 444.36 FEET TO A POINT ON THE EXTENSION OF THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST ALONG SAID EXTENSION, 60.00 FEET TO THE NORTHWEST CORNER OF LOT 4 FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF LOT 4, 363.63 FEET; THENCE SOUTH 29 DEGREES 21 MINUTES 26 SECONDS WEST, 60.42 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 121.23 FEET (THE LONG CHORD BEARING SOUTH 22 DEGREES 24 MINUTES 41 SECONDS WEST, 120.94 FEET) TO THE SOUTH LINE OF THE NORTH 164.58 FEET OF LOT 4; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST ALONG SAID SOUTH LINE, 287.91 FEET TO THE WEST LINE OF LOT 4 SAID LINE BEING 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF LOT 4, 164.58 FEET TO THE POINT OF BEGINNING,) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR ACCESS AS SET FORTH IN THE OPERATION AND EASEMENT AGREEMENT DATED JULY 20, 1993 AND RECORDED SEPTEMBER 2, 1993 AS DOCUMENT 93703155 OVER AND ACROSS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BROADVIEW VILLAGE SQUARE AFORESAID.

Dn No. 15-22-400-001 15-22-400-004 15-22-411-001

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