

# UNOFFICIAL COPY

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## NON-DISTURBANCE AND RECOGNITION AGREEMENT

Reference is made to Lease dated June 30, 1978, between LaGrange State Bank, an Illinois banking corporation, as Trustee under Trust Agreement dated March 1, 1978, and known as Trust No. 4772, as Landlord (herein referred to as "Parent Landlord"), and Zayre Corp., a Delaware corporation, as Tenant, (herein referred to as the "Parent Lease") of certain premises in the vicinity of the intersection of Harlem Avenue and West Pershing Road in Lyons, Illinois ("the Demised Premises"). Tenant's interest in the Parent Lease has been assigned to LaSalle National Bank, now known as LaSalle National Trust, N.A., a national banking association, as Trustee under Trust Agreement dated July 21, 1978, known as Trust No. 52742 (herein referred to as "Landlord"). Said Zayre Corp. is now known as The TJX Companies, Inc.

Further reference is made to Lease dated *November 16, 1994*, between Landlord, as Landlord, and The TJX Companies, Inc., a Delaware corporation, (herein referred to as "Tenant"), as Tenant (herein referred to as "the Sublease").

### W I T N E S S E T H :

In consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid by each party hereto to the other party, the receipt and sufficiency whereof are hereby acknowledged and in further consideration of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

1. If prior to expiration of the term of the Sublease (as therein defined) Parent Landlord shall have the right to possession of the Demised Premises (whether or not the Parent Lease shall be terminated), Parent Landlord agrees that Tenant shall not be disturbed in its possession under the Sublease except for such cause as would entitle Landlord to terminate the Sublease and, if Tenant is not then in terminable default under the Sublease (as hereinafter defined), and in consideration of Tenant agreeing to recognize Parent Landlord as its Landlord under the Sublease pursuant to Paragraph 2 below, Parent Landlord shall perform and observe all of the obligations imposed by the Sublease upon Landlord, except that Parent Landlord shall not be liable for any prepaid rent or security deposit not turned over to Parent Landlord and except further that Parent Landlord shall only be obligated to carry out all of the obligations of Landlord under the Sublease during Parent Landlord's ownership.

2. Tenant shall recognize Parent Landlord as its Landlord under the Sublease during Parent Landlord's ownership.

3. As used herein, "terminable default" shall mean that Tenant shall be in default under the Sublease and Landlord shall then have the right to terminate the Sublease under Article XIII thereof.

\* Bank One, Chicago, N.A., successor to



This instrument was prepared by:

Bernard Borman, Esq., Lane & Altman, 101 Federal Street, Boston, MA 02110

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CDK COUNTY RECORDER

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4. Parent Landlord hereby confirms that an institutional first mortgage upon the leasehold estate created by the Parent Lease is in full force and effect as of the date hereof and that all conditions to the effectiveness of the within instrument have, therefore, been fulfilled.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as a sealed instrument as of this 19th day of December, 1994.

~~BANK ONE, CHICAGO, NA~~

~~\_\_\_\_\_~~ as Trustee  
under Trust Agreement dated  
the 1st day of March, 1978 and  
known as Trust No. 4772

By Don Mignot, AUP  
Title: Trust Officer

ATTEST:

By Don Mignot  
Title: Trust Officer

THE TRX COMPANIES, INC.

By [Signature]  
Senior Vice President

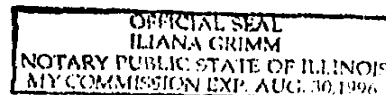
By [Signature]  
Treasurer

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

On this 19th day of DECEMBER, 94, then personally appeared the above-named OFFICERS and acknowledged the foregoing instrument to be his free act and deed as Trustee of ~~Bank One~~ Bank One, Chicago, NA, before me.

Iliana Grimm  
Notary Public

My commission expires:



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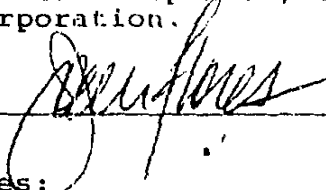


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COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF MIDDLESEX ) SS.

The foregoing instrument was acknowledged before me this 23 day of December, 1994, by John Meltzer and Steven Wisner, Senior Vice President and Treasurer, respectively, of The TJX Companies, Inc., a Delaware corporation, on behalf of the corporation.



\_\_\_\_\_, Notary Public

My commission expires:

JOAN P. FLORES  
NOTARY PUBLIC  
COMMISSION EXPIRES 1/8/99

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## SCHEDULE A

The Demised Premises consist of: (A) an irregularly shaped one-story building having dimensions as shown upon the Lease Plan containing seventy thousand one hundred eighty five (70,185) square feet of ground floor area, within the area shown as Area A on the plan ("the Lease Plan") attached hereto, plus an exterior receiving dock, compactor platform and utilities platform of the sizes and in the locations shown upon the Lease Plan plus a mezzanine containing eleven thousand three hundred one (11,301) square feet of floor area, all sometimes herein referred to as "the Main Building", and (B) the land thereunder, within a shopping center ("the Shopping Center") at the southwesterly corner of the intersection of Harlem Avenue and West Pershing Road (herein collectively referred to as "the Main Streets"), Lyons, Illinois (and all appurtenances that may be from time to time thereon) represented by the area outlined by a bold line upon the Lease Plan and more particularly described as follows:

That part of the Northeast quarter of Section 1, Township 38 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the intersection of the North line of 40th Street and the East line of Powell Avenue for a place of beginning; thence North along the East line of Powell Avenue a distance of 680 feet to the South line of Pershing Road, said point being also the Northwest corner of Lot 11 in Goldblatt's Resubdivision of part of vacated Haas and Powell's Addition to Riverside, thence East along the North line of Lot 11 a distance of 245.75 feet to the Northeast corner of Lot 11; thence South along the East line of Lot 11 a distance of 331.5 feet to the South line of Goldblatt's Resubdivision, being also the North line of the South half of the East 10.06 acres of the North 30 acres of the Northeast quarter of Section 1; thence East along said last described line a distance of 245.75 feet to the West line of Harlem Avenue as dictated by Haas and Powell's Subdivision; thence South along the West line of Harlem Avenue a distance of 348.5 feet to the North line of 40th Street; thence West along the North line of 40th Street a distance of 491.50 feet to the place of beginning.

P.I.N. 18-01-204-002

18-01-204-003

HARLEM AVE. & 40TH ST.  
LYONS IL.

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