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AGREEMENT OF NON-DISTURBANCE AND ATTORNMENT

LaSALLE NATIONAL TRUST N A Successor Trustee

This Agreement is made by and among LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated May 15, 1981, and known as Trust No. 103971 ("Landlord") and IHOP Properties, Inc., a California corporation ("IHOP").

WITNESSETH:

WHEREAS, under a certain agreement dated December 26, 1986 (hereinafter referred to as the "Lease"), Landlord did lease and demise those certain premises (hereinafter called the "Premises"), as described in the Lease to Bond Drug Company of Illinois ("Bond"), and as described in Exhibit A attached hereto and made a part hereof, for the period of time and upon the covenants, terms and conditions therein stated; and

WHEREAS, under a certain agreement dated September 27, 1991, Bond did assign, transfer and set over unto Marriott Family Restaurants, Inc. ("Marriott"), all of Bond's right, title and interest in the Lease and the Premises; and

WHEREAS, under a certain agreement dated September 30, 1991 (hereinafter referred to as the "Sublease"), Marriott did sublease and demise the Premises to Lunan Family Restaurants Limited Partnership, an Illinois Limited Partnership ("Lunan"), for the period of time and upon the covenants, terms and conditions therein stated; and

WHEREAS, under a certain assignment dated April 24, 1995, Lunan did assign to IHOP all of Lunan's right, title and interest in and to the Sublease; and

WHEREAS, the parties now desire to establish the right of quiet and peaceful possession for the benefit of IHOP and further to define the covenants, terms and conditions precedent to such additional rights.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, agreements and demises herein contained, and in consideration of other good and valuable considerations, each to the other, sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant and warrant as follows:

1. Subject to the observance and performance by IHOP of all the covenants, terms and conditions of the Sublease and Lease (other than the payment of rent and additional rent to be paid by Marriott to Landlord), in the event of the termination, cancellation or expiration of the Lease for any reason whatsoever while the Sublease is in effect, then the Lease and all appurtenances thereto shall remain in full force and effect as a lease between Landlord and IHOP (notwithstanding the fact that the Lease was terminated) and IHOP shall be bound to Landlord under all of the provisions of the Lease for the balance of the term thereof (including any extensions or renewals thereof which may be effected in accordance with any options contained in the Lease) with the same force and effect as if IHOP were the tenant under the Lease, and IHOP hereby agrees to attorn to Landlord as its landlord, such attornment to be effective and self operative without the execution of any further instruments on the part of either of the parties hereto, immediately upon such event; and further in such event, Landlord shall be bound to IHOP under all of the provisions of the Lease,

Lunan an IHOP

April 24, 1995

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DEPT-01 RECORDING \$29.00
141012 TEAM 4174 05/17/95 13:21:00
4:972 # JM *-95-322908
COOK COUNTY RECORDER
DEPT-38 PENALTY \$26.00

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and IHOP shall, from and after such event, have the same remedies against Landlord for the breach of any agreement contained in the Lease that Marriott may have had under the Lease against Landlord thereunder; provided, however, that Landlord shall not be:

- (a) liable for any act or omission of any prior tenant (including Marriott); or
- (b) subject to any offsets or defenses which IHOP might have against Marriott; or
- (c) bound by any rent or additional rent which IHOP might have paid to Marriott more than 30 days in advance of the due date under the Sublease; or
- (d) bound by any security deposit which IHOP may have paid to Marriott, unless such deposit is available to Landlord.

2. In the event the interest of Marriott under the Lease is terminated, IHOP hereby covenants and agrees to make full and complete attornment to Landlord upon the same terms, covenants and conditions provided in the Lease, so as to establish direct privity of estate and contract between Landlord and IHOP with the same force and effect as though the Lease was directly made between Landlord and IHOP. IHOP will waive as against Landlord any defaults of Marriott (whether curable or noncurable) which occurred prior to such termination.

3. Landlord hereby agrees to give to IHOP a copy of each notice of a failure on the part of Marriott to perform or observe any of the covenants, conditions or agreements of such Lease at the same time as whenever any such notice shall be given to Marriott, such copy to be sent by registered or certified mail, return receipt requested, addressed as provided in paragraph 4 herein. Further, Landlord shall accept the cure by IHOP of any default, which cure shall be made within the period allowed under the Lease, but nothing contained herein shall be construed to be an obligation on IHOP to cure any such default. This provision is not intended to diminish IHOP's obligations under paragraph 2 above, to make full and complete attornment to Landlord from and after a termination of Marriott's interest under the Lease, but is intended to serve as an optional provisional remedy of IHOP prior to such termination. Landlord agrees that it will accept such performance by IHOP of any covenant, condition or agreement to be performed by Marriott under the Lease with the same force and effect as though performed by Marriott.

4. All notices, demands, or requests and responses thereto, required or permitted to be given pursuant to this agreement shall be in writing and shall be sent postage prepaid by certified or registered mail, return receipt requested, addressed as follows:

To Landlord: Winston Plaza Associates
c/o G & A Group
52 East Main Street
P.O. Box 829
Norristown, PA 19404-0829

To IHOP: IHOP Properties, Inc.
Attention: Legal Department
525 N. Brand Boulevard
Glendale, California 91203

This instrument is executed by LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as stated, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, covenants, conditions and obligations to be performed hereunder shall be deemed to be performed by it solely as stated, and not individually and all its obligations hereunder shall be deemed to be performed and satisfied by it as stated accordingly, and no personal liability shall be asserted or enforced against LASALLE NATIONAL TRUST, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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or to such other address as Landlord or IHOP may designate in writing. All such notices shall be deemed delivered when actually received or refused by the other party.

5. This agreement and the Ground Lessor's Estoppel Certificate and Agreement contain the entire agreement between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed, sealed and delivered on this 17 day of April, 1995.

"LANDLORD" LaSALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated May 15, 1981, and known as Trust No. 103971

By *Rosemary Collins*
Its _____

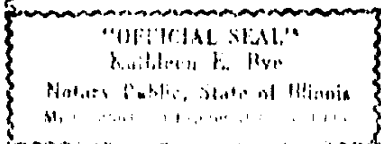
"IHOP" IHOP PROPERTIES, INC.

By *Richard K. Herzer*
Its Richard K. Herzer
President

State of Illinois)
County of Cook) S.S. LaSALLE NATIONAL BANK

Before me, a Notary Public, in and for said County and State, personally appeared Rosemary Collins, to me personally known as the Trustee of LaSALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated May 15, 1981, and known as Trust No. 103971, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

WITNESS my hand and notarial seal this 17 day of April, 1995.



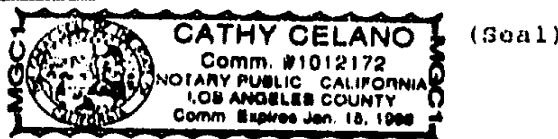
Kathleen E. Rye
Notary Public in and for COOK
County, State of Illinois
My Commission Expires 12/31/95

State of California)
County of Los Angeles) S.S.

On April 27, 1995, before me, Cathy Celano, a Notary Public in and for said County and State, personally appeared Richard K. Herzer, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Cathy Celano*



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This Document Prepared By:

Joseph J. London, Esq.
21800 Oxnard Street
Suite 1190
Woodland Hills, CA 91367

Send Subsequent Tax Bills To:

IHOP Properties, Inc.
525 N. Brand Boulevard
Glendale, CA 91203

After Recording Mail To:

Joseph J. London, Esq.
21800 Oxnard Street
Suite 1190
Woodland Hills, CA 91367

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Exhibit A
to
Agreement of Non-Disturbance and Attornment

PARCEL 1:

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 94.82 FEET SOUTH OF THE NORTH LINE OF AFORESAID SECTION 3 AND 33 FEET WEST OF THE EAST LINE OF AFORESAID SECTION 3, BEING THE INTERSECTION OF THE WEST LINE OF 9TH AVENUE AND THE SOUTH LINE OF NORTH AVENUE, RUNNING THENCE N 89°42'10" W IN THE SOUTH LINE OF AFORESAID NORTH AVENUE A DISTANCE OF 408.97 FEET; THENCE RUNNING S 00°19'50" W, 26.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°19'50" W, 131.00 FEET; THENCE RUNNING N 89°40'10" W, 145.00 FEET; THENCE RUNNING N 00°19'50" E, 131.00 FEET; THENCE RUNNING S 89°40'10" E 145.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS AND RIGHTS, APPURTENANT TO AND BENEFITTING PARCEL 1, TO AND FOR THE BENEFIT OF BOND DRUG COMPANY OF ILLINOIS AND, AMONG OTHERS, ITS SUCCESSORS AND ASSIGNS, AS CREATED AND EXISTING BY THE DOCUMENT ENTITLED "LEASE" DATED DECEMBER 26, 1956 BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 19, 1981 AND KNOWN AS TRUST NUMBER 103971, AND BOND DRUG COMPANY OF ILLINOIS, AS DISCLOSED BY THE DOCUMENT ENTITLED "MEMORANDUM OF LEASE" RECORDED FEBRUARY 20, 1987 AS DOCUMENT 87100763 FOR, AMONG OTHER THINGS, VEHICULAR PARKING, PEDESTRIAN AND VEHICULAR PASSAGE, INGRESS TO AND EGRESS FROM SAID PARCEL 1 TO AND FROM ADJACENT STREETS, HIGHWAYS, ROADS AND RIGHTS OF WAY OVER AND ACROSS ALL DRIVEWAYS, ENTRANCEWAYS, ROADWAYS, WALKING AREAS AND PARKING AREAS LOCATED WITHIN THE AREA DESCRIBED IN SAID LEASE, AND FOR THE PURPOSE OF CONNECTION TO AND USE OF EXISTING AND FUTURE DRAINAGE AND UTILITY FACILITIES LOCATED OVER, UNDER AND ACROSS THE AREA DESCRIBED IN SAID LEASE.

15-03 211-003.
1040 Winston Place

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