



PREPARED BY AND WHEN RECORDED RETURN TO: BLOCKBUSTER VIDEOS, INC. 4120 S. Madison Burr Ridge, IL 60521 ATTN: Lease Administration

BLOCKBUSTER VIDEO #17013

31.50 cost
28.00 PAYMENT
59.50 TOTAL

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (the "Agreement") is made and entered into this the 3rd day of April, 1995, by and between BLOCKBUSTER VIDEOS, INC., A TEXAS CORPORATION ("TENANT") and Chicago Title and Trust Company* ("LANDLORD") and ~~Chicago Title and Trust Company~~ ("LENDER"). GREAT WEST LIFE & ANNUITY INSURANCE COMPANY

RECITALS:

WHEREAS Landlord executed a Lease dated as of April 3, 1995, in favor of Tenant, a memorandum of which may be recorded simultaneously herewith, covering a certain Demised Premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A" (said parcel of real estate and the Demised Premises being sometimes collectively referred to herein as the "Property"); and

WHEREAS, Landlord has executed a mortgage (the "Mortgage") dated May 14, 1984 and recorded on May 15, 1984 as ~~Document No. 27086014~~ Document No. 27086014, ~~Page~~ of the Real Estate Records of Cook County, Illinois in favor of Lender, payable upon the terms and conditions described therein; and

WHEREAS, it is a condition to said loan that said Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to this Lease and to the leasehold estate created thereby; and

WHEREAS, the parties hereto desire to assure Tenant's possession and control of the Property under this Lease upon the terms and conditions therein contained;

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

AGREEMENT:

1. The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.

2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, this Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and Tenant, upon, and subject to, all of the terms, covenants and conditions of this Lease for the balance of the term thereof remaining, including any extensions therein provided. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.

* - not personally, but solely as Trustee under trust agreement known as Trust No. 1081850

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3. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord); ~~except that Lender agrees to cure any default of Landlord that is continuing as of the date Lender forecloses the Property within thirty (30) days from the date Tenant delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Landlord diligently and continuously proceeds to cure such default;~~ (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; (c) bound by any Rent that Tenant may have paid under the Lease more than one month in advance; (d) bound by any amendment or modification of the lease hereafter made without Lender's prior written consent; (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.

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+ CA

4. IF Lender sends written notice to Tenant to direct its Rent payments under the Lease to Lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instructions and deliver Rent payments to Lender; however, Landlord and Lender agree that Tenant shall be credited under the Lease for any Rent payments sent to Lender pursuant to such written notice.

5. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first-class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

TENANT: Blockbuster Entertainment Group
One Blockbuster Plaza, 200 S. Andrews
Ft. Lauderdale, FL 33301-1860
ATTN: Real Estate/Legal

Blockbuster Entertainment Group
8320 South Madison
Burr Ridge, IL 60521

LANDLORD: Chicago Title and Trust Company, not personally but
solely as Trustee under trust agreement known as
Trust No. 1081850

c/o The Taxman Corporation
9933 N. Lawler, Suite 516
Skokie, IL 60077

LENDER: **GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY**
8515 East Orchard Road
Englewood, CO 80111

Attn: Sara Martens, 3T2

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All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. mail

6. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of this Lease.

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7. This Non-Disturbance Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

8. Should any action or proceeding be commenced to enforce any of the provisions of this Non-Disturbance Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorney's fees.

9. Tenant shall not be enjoined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

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

WITNESSES:

Mary Stibal
Print Name: Mary Stibal
SARA MARTENS
Print Name: SARA MARTENS
AUTHORIZED SIGNATURE

WITNESSES:

Print Name: _____
Print Name: _____

WITNESSES:

Paul Lopez
Print Name: PAUL LOPEZ
Michelle Nichols
Print Name: Michelle Nichols

LENDER:

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, a Colorado corporation

By: Lona J. Anderson
Name: LONA J. ANDERSON
Title: AUTHORIZED SIGNATURE
By: Dennis B. Graven
Name: DENNIS B. GRAVEN
Title: Manager, Mortgage Investments



LANDLORD:

CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee under trust agreement known as Trust No. 1081850

Attached examination rider is incorporated hereto

By: See attached rider.
Name: _____
Title: _____

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TENANT:

BLOCKBUSTER VIDEOS, INC. A TEXAS CORPORATION

By: Michael R. Beck
Name: Michael R. Beck
Title: Vice President of Development

. DEPT-01 RECORDING OK \$59.50
. T#0008 TRAN 6019 06/20/95 12:37:00
. #9996 # JB # -95-396001
. COOK COUNTY RECORDER

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[Acknowledgement of Lender]

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 27th day of March, 1995 by L.J. Anderson, Authorized Signature and by Dennis B. Graven, Manager, Mtg. Invent. of GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, a Colorado are corporation, on behalf of the corporation. ~~They/she is personally known to me~~ or has produced _____ as identification and did/did not take an oath.



Signature of Notary

Elizabeth A. Whitaker
(Name of Notary Typed, Printed or Stamped)

My Commission Expires: September 14, 1996

[Acknowledgement of Landlord]

STATE OF _____

COUNTY OF _____

SEE ATTACHED RIDER

The foregoing instrument was acknowledged before me this _____ day of _____, 1995 by _____ of _____ a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Signature of Notary

(Name of Notary Typed, printed or Stamped)

[Acknowledgement By Tenant]

STATE OF FLORIDA

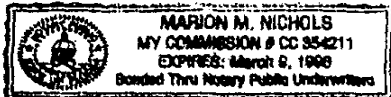
COUNTY OF BROWARD

11/27 The foregoing instrument was acknowledged before me this 11/27 day of April, 1995 by Michael R. Beck, Vice President of Development, of BLOCKBUSTER VIDEOS, INC., A TEXAS CORPORATION, on behalf of the corporation. He is personally known to me and did not take an oath.



Signature of Notary

Marion M. Nichols
(Name of Notary Typed, Printed or Stamped)



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EXHIBIT "A" LEGAL DESCRIPTION

***PARCEL 1:

The South 342.44 feet of the North 375.44 feet of that part lying East of the West 814.72 feet West of the East 33 feet and Southwesterly of Elston Avenue of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, together with that part lying West of a line drawn from the Northeast corner to the Southwest corner of the South 170 feet of the North 545.44 feet of the East 17 feet of the West 988.72 feet of the Northeast 1/4 of the Southeast 1/4 of Section 23 aforesaid; also the South 145.56 feet of the North 521 feet of the East 17 feet of the West 971.72 feet together with that part lying East of a line drawn from the Northeast corner to the Southwest corner of the South 37.27 feet of the North 521 feet of the East 4.16 feet of the West 954.72 feet of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 2:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: Beginning at a point 33 feet West of the East line and 375.44 feet South of the North line of the Southeast 1/4 of said Section 23, Thence North 89 degrees, 50 minutes, 30 seconds West and parallel with the North line of said Southeast 1/4 of Section 23, a distance of 310.05 feet to a point 988.72 feet East of the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 23; thence South 5 degrees, 42 minutes, 45 seconds West 170.80 feet to a point 971.72 feet East of the West line and 545.44 feet South of the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 23; thence South 19 degrees, 29 minutes, 34 seconds West 63.34 feet to a point of tangency on a curved line convex to the Southeast; thence Southwesterly along said curved line with a radius of 368.76 feet a distance of 77.61 feet to a point of tangency of said curved line; thence South 31 degrees, 23 minutes, 45 seconds West along said tangent 190.30 feet to an intersection with a curved line convex to the Northwest; thence Northeasterly along said curved line with a radius of 359.26 feet a distance of 328.02 feet to its point of tangency on the South line of the North 697.44 feet of the Southeast 1/4 of Section 23 aforesaid; thence South 89 degrees, 50 minutes 30 seconds East along said South line 95.27 feet to the West line of the East 33 feet of the Southeast 1/4 of said Section 23; thence North 0 degrees, 02 minutes, 30 seconds East 322 feet along the last described line to the place of beginning, in Cook County, Illinois.***

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NOTARIAL SEAL
Notary Public for the State of Illinois
Commission Expires 3/31/23