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 COOK COUNTY RECORDER

BLOCKBUSTER VIDEOS, INC.
 One Blockbuster Plaza
 200 South Andrews
 Fort Lauderdale, Florida 33301-1860
 Attention: Real Estate Administration

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (the "Agreement") is made and entered into this 31st day of May, 1996, by and between **BLOCKBUSTER VIDEOS, INC.**, a Texas corporation ("Tenant") and **COLUMBIA NATIONAL BANK OF CHICAGO**, a national banking association ("Lender") and **COLUMBIA NATIONAL BANK OF CHICAGO**, not individually but as Trustee under Trust Agreement Number 5713 ("Landlord").

RECITALS:

WHEREAS, Columbia Hickory Hills Limited Partnership, an Illinois limited partnership, as predecessor in interest to Landlord, executed a Lease dated as January 29, 1996, 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 30, 1996, and recorded on JUNE 7, 1996, at Book _____, Page _____, of the County Records of COOK County, State of 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

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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.

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 Tenant shall retain all rights and remedies available to Tenant at law or pursuant to the Lease; (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.

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

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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 Videos, Inc.
One Blockbuster Plaza
200 South Andrews
Ft. Lauderdale, Florida 33301-1860
Attention: Real Estate/Legal Dept

with a copy to: Blockbuster Videos, Inc.
Midwest Zone
8320 South Madison
Burr Ridge, Illinois 60521
Attn: Zone Real Estate Manager

Landlord: Columbia National Bank of Chicago, not individually but
as Trustee under Trust Agreement Number 5713
c/o Helianic Investment Club HLP Partnership
5504 Harvard Terrace- 5320 Touhy
Skokie, Illinois 60077

Lender: Columbia National Bank of Chicago
5250 N. Harlem
Chicago, IL 60656

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.

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,

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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.

LENDER:

COLUMBIA NATIONAL BANK OF CHICAGO, a national banking association

By: *Mal Pugh*

Its: *Asst. Vice. President*

LANDLORD:

COLUMBIA NATIONAL BANK OF CHICAGO, not individually but as Trustee Under Agreement Number 5713

By: *[Signature]*

Its: *Vice Pres.*

TENANT:

BLOCKBUSTER VIDEOS, INC., a Texas corporation

By: *Gerald R. Goddis*

Its: Gerald R. Goddis
President

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10/20/2014

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[Acknowledgement of Lender]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996 by _____ of _____ 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

The foregoing instrument was acknowledged before me this 31 day of May, 1996 by Gregg R. Caddis, President of BLOCKBUSTER VIDEOS, INC., a Texas corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



Naomi P. Melton
Signature of Notary

Naomi P. MELTON
(Name of Notary Typed, Printed or Stamped)

[Acknowledgement of Landlord]

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this _____ day of _____, 1996 by _____ an Illinois corporation, on behalf of the corporation. He/she is personally known to me and did/did not take an oath.

Signature of Notary

(Name of Notary Typed, Printed or Stamped)

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EXHIBIT A

LEGAL DESCRIPTION

L 6 IN HICKORY PALOS SQUARE SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

9540 S. ROBERTS RD, HICKORY HILLS, IL
2391-201-011

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11/15/2011