

UNOFFICIAL COPY

IN THE CIRCUIT COURT  
OF COOK COUNTY, ILLINOIS

People of the State of Illinois

or

The City/Village of

OAK PARK

DEPT-07 CC NO FEE \$23.00  
T#0015 TRAN 3744 06/07/96 14:57:00  
#3529 AS \*-96-437170  
COOK COUNTY RECORDER

VS

-96-437170

MARTIN, ARTHUR

Case No. 96-4-00156401

MEMORANDUM OF JUDGMENT

On MARCH 11 19 96 in the Circuit Court of Cook County, Illinois, located at  
1500 MAYBROOK DRIVE MAYWOOD IL.

in Branch/Room MAYWOOD ROOM 106 the bail bond of the said defendant, bond number  
1 2008445 in the amount of \$ 1000.00 was forfeited and on  
MAY 13 19 96 a judgment was entered against the said defendant in the amount of  
\$ plus costs, and the defendant is credited the sum of  
\$ as a partial payment of the judgment amount.

DATED \_\_\_\_\_ 19 \_\_\_\_

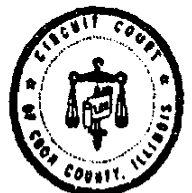
*[Handwritten Signature]*

JUDGE

CODE NO

ATTORNEY FOR THE PLAINTIFF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



AURELIA PUCINSKI CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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shall not be diminished or interfered with by Lender under any circumstances and Tenant's occupancy shall not be disturbed by Lender during the term of the Lease or any extensions or renewals thereof. Lender will be bound by the terms of the Lease, and will not join Tenant as a party defendant in any foreclosure proceeding taken by Lender.

3. If the interests of Borrower shall be acquired by Lender by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder of the Mortgage, by deed in lieu of foreclosure, by enforcement by the Lender of its rights and remedies under a separate Assignment of Leases and Rents or by any other method and Lender succeeds to the interests of Borrower under the Lease, the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefore contained in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender, as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto, immediately upon Lender's succeeding to the interest of Borrower under the Lease, provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interests of Borrower under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals, shall be and are the same as now set forth in the Lease, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference, with the same force and effect as if set forth at length herein.

4. If Lender shall succeed to the interests of Borrower under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and Tenant shall have the same remedies against Lender for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Borrower if Lender had not succeeded to the interests of Borrower; provided further, however, that Lender shall not be:

a. Liable for any act or omission of any prior landlord (including Borrower); or

b. Bound by any rent or additional rent which Tenant might have paid for more than one (1) month in advance to any prior landlord (including Borrower); or

c. Bound by any amendment or modification of the Lease made without Lender's consent.

5. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

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Tenant further agrees to send to Lender at the following address copies of those notices given to Borrower pursuant to the terms of the aforesaid Lease which relate to Borrower's or Tenant's default, insurance, casualty and condemnation matters at the same time such notice is given to Borrower:

Harris Trust and Savings Bank  
111 West Monroe Street  
P.O. Box 755  
Chicago, Illinois 60690  
Attn: Middle Market D,  
Market Manager

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, it being expressly understood that all references herein to Lender shall be deemed to include not only Lender, but also its successors and assigns.

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

TENANT:

MAGGIANO'S/CORNER BAKERY, INC.,  
an Illinois corporation

By: Carol E. Kirkman  
Printed Name: CAROL E. KIRKMAN  
Title: ASSISTANT SECRETARY

LENDER:

HARRIS TRUST AND SAVINGS BANK,  
an Illinois banking corporation

By: David L. Abelf  
Its: Vice President  
Date: 5/17/76

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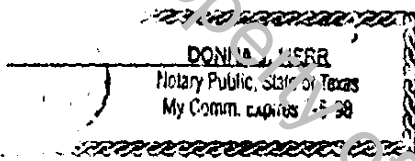
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## ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this 3<sup>rd</sup> day of MARCH, 1996, by CARLE E. KIRKMAN, ASSISTANT SECRETARY of MAGGIANO'S CORNER BAKERY, INC., an Illinois corporation, on behalf of said corporation.

My Commission Expires:



Donna P. Herr  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF Illinois       §  
                                  §  
COUNTY OF Cook       §

This instrument was acknowledged before me on this 17<sup>th</sup> day of May, 1996, by David L. Althoff, Vice President of HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, on behalf of said corporation.

Laurie A. Kieta  
NOTARY PUBLIC, STATE OF Illinois



### AFTER RECORDING, RETURN TO:

Donna P. Herr  
Brinker International, Inc.  
6820 LBJ Freeway  
Dallas, Texas 75240

PREPARED BY:  
BRYAN D. MC CROY  
BRINKER INTERNATIONAL  
6820 LBJ FREEWAY  
DALLAS, TEXAS  
75240

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