

# UNOFFICIAL COPY

Recorded at the request of  
SUPER TRAK, and to be  
mailed after recording to:

SUPER TRAK CORPORATION  
Attn: Legal Department  
3300 - 75th Avenue  
Landover, MD 20785

DEPT-01 RECORDING \$35.50  
740005 TRAN 5242 09/17/96 13:54:00  
40032 P.J. #96-708196  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$32.00

96708196

## NON-DISTURBANCE, ATTORNMENMENT AND SUBORDINATION AGREEMENT

SUPER TRAK CORPORATION ("Tenant"), a Delaware corporation, is about to execute a Lease ("Lease") with NORTHLAKE DEVELOPMENT COMPANY ("Landlord"), an Illinois corporation, of the demised premises ("demised premises") described in Schedule "A" attached hereto. AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Mortgagee") has caused to be recorded on said demised premises of which it is the Mortgagee the following: (a) a Mortgage dated June 16, 1995 from Landlord to Mortgagee, recorded on June 20, 1995, as Document Number 95396312 in the original principal amount of \$14,700,000.00; (b) an Assignment of Rents and Specific Assignment of Leases and Rents dated June 8, 1995 from Landlord to Mortgagee, recorded June 16, 1995 as Document Number 95396313; and (c) a Financing Statement executed by Landlord and securing Mortgagee, filed June 20, 1995 as Document Number 95007710 (the aforesaid documents/instruments are hereinafter collectively referred to as the "mortgage"). Tenant and Mortgagee desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interest by means of the following Non-Disturbance, Attornment and Subordination Agreement.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Provided the Lease is in full force and effect and there are no defaults thereunder after the expiration of any applicable cure periods, then:

(a) The right of possession of Tenant to the demised premises and the Tenant's rights arising out of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the mortgage, or the Note secured thereby.

(b) In the event the Mortgagee, or any other person acquires title to the demised premises pursuant to the exercise of any remedy provided for in the mortgage or under the law of the state in which the demised premises are located, the Lease shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding, and the Mortgagee hereby covenants that any sale by it of the demised premises pursuant to the exercise of any rights and remedies under the mortgage or otherwise, shall be made subject to the Lease and the rights of the Tenant thereunder; and the Tenant covenants and agrees to attorn to the Mortgagee or such person as its new Landlord, and the Lease shall continue in full force and effect as a direct lease between Tenant and Mortgagee, or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease between Tenant and Landlord. However, in no event shall Mortgagee or such other person be bound by any payment of rent, additional rent, or advance rental made by the Tenant to the Landlord more than thirty (30) days in advance of the due date thereof. Mortgagee shall not be liable for any acts or omissions of Landlord. Subject to the

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32.00  
\$67.50

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immediate following sentence, Mortgagee shall not be subject to any offsets or defenses which Tenant may have against Landlord or any prior landlord. Notwithstanding anything in the previous sentence to the contrary, should Mortgagee become an owner of the demised premises, and should there exist a continuing non-monetary default of the Landlord or any prior landlord under the Lease which exists at the time Mortgagee becomes an owner of the demised premises, Tenant shall have all of its rights and remedies under the Lease against Mortgagee with respect to such default, but only with respect to the period of time after Mortgagee becomes an owner of the demised premises, including without limitation the right to require Mortgagee to cure such default within the time period set forth in the Lease (commencing on the date that Mortgagee becomes an owner of the demised premises) and all of Tenant's rights and remedies under the Lease should Mortgagee fail to timely cure such default. Mortgagee shall not be bound by any modification of the Lease not approved by Mortgagee in writing.

Notwithstanding the foregoing, the rights and obligations of Tenant and the Mortgagee, respectively, upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, including any renewals or extensions thereof, be the same as now set forth in the Lease and by this reference, the Lease is incorporated herein as a part of this agreement.

2. The Lease shall be subject and subordinate to the lien of the mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, not inconsistent with Paragraph 1 of this Agreement.

3. The foregoing provisions shall be self operative and effective without the execution of any further instruments on the part of either party hereto.

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

5. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

6. This Agreement shall take effect upon its execution by all of the parties hereto, and upon the full execution of the Lease.

7. If Landlord is in default of the Lease, prior to any termination of the Lease by Tenant based on such default, Tenant shall provide Mortgagee with written notice of such default and Mortgagee shall have the opportunity, but not the obligation, to cure such default within the same time period set forth in the Lease for Landlord to cure such default, provided, however, such time period shall not commence to run as to Mortgagee until Mortgagee receives such notice from Tenant. Notice to Mortgagee shall be sent to the following address: 33 North LaSalle, Chicago, Illinois 60602, Attention: Bruce F. Martin.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 26<sup>th</sup> day of APRIL, 1996.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

By: Bruce P. Martin  
Name: Bruce P. Martin  
Title: Vice President

MORTGAGEE

SUPER TRAK CORPORATION

By: R. Keith Green  
Name: R. Keith Green  
Title: President

TENANT

NORTHLAKE DEVELOPMENT COMPANY

By: Jerry Thibaut  
Name: Jerry Thibaut  
Title: Vice President

LANDLORD

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## SCHEDULE A

### DESCRIPTION OF PROPERTY AND PLOT PLAN

Attached to and forming a part of that certain Lease and Memorandum of Lease executed under date of APRIL 26, 1996, by and between **NORTHLAKE DEVELOPMENT COMPANY**, as Landlord, and **SUPER TRAK CORPORATION**, as Tenant.

1. **SHOPPING CENTER.** The Premises are a portion of the Shopping Center situated in the City/Town of Northlake, County of Cook, State of Illinois, and now commonly known as Northlake Commons. The Shopping Center is located within the outer limits of the Shopping Center Area shown on the plot plan attached hereto, and made a part hereof ("Plot Plan"). The legal description of the Shopping Center Area is set forth in paragraph 3 of this Schedule A.

2. **PREMISES.** The Premises are that portion of the Landlord's Building shown on the Plot Plan and designated as the "Premises".

3. **LEGAL DESCRIPTION OF SHOPPING CENTER AREA.**

See Attachment A-1 to this Schedule A which is hereby incorporated herein.

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## ATTACHMENT A-1

### LEGAL DESCRIPTION OF SHOPPING CENTER

Beginning at the northwest corner of Lot 8 in Block 2 in said "The H.O. Stone Northlake Addition"; Thence North 88 degrees 48 minutes 02 seconds East along the South line of North Avenue as dedicated per Document Number 10550555, 208.99 feet; Thence South 00 degrees 47 minutes 58 seconds West along the East line of the West 7.00 feet of Lot 3 in Block 1 in said subdivision, 145.08 feet to the South line of a public alley and the North line of Lot 43 in said Block 1; Thence North 88 degrees 48 minutes 02 seconds East along the North line of said Lot 43, 62.90 feet to the northeast corner of said Lot 43; Thence South 00 degrees 49 minutes 22 seconds West along the West line of a public alley, 324.82 feet to the westerly extension of the South line of Lot 23 in Block 1 in said subdivision; Thence North 88 degrees 46 minutes 57 seconds East along the South line of said Lot 23 in Block 1 extended westerly, 132.93 feet to the southeast corner of said Lot 23, and the West line of Wolf Road; Thence South 00 degrees 49 minutes 17 seconds West along said West line of Wolf Road, and the East line of said subdivision, 516.19 feet to the southeast corner of Lot 13 in Block 14 in said "The H.O. Stone Northlake Addition"; Thence South 88 degrees 46 minutes 39 seconds West along the South line of said Lot 13, 112.87 feet to the southwest corner of said Lot 13 and the East line of a public alley; Thence North 00 degrees 48 minutes 46 seconds East along the West line of said Lot 13 and said East line of a public alley, 16.01 feet; Thence South 88 degrees 46 minutes 39 seconds West, 20.01 feet to the East line of Lot 34 in said Block 14; Thence South 00 degrees 48 minutes 46 seconds West along the East lines of Lots 33 and 34 in said Block 14 and the West line of a public alley, 50.74 feet to the southeast corner of said Lot 33; Thence South 88 degrees 45 minutes 25 seconds West along the South line of said Lot 33, 123.00 feet to the southwest corner of said Lot 33; Thence North 00 degrees 49 minutes 25 seconds East along the West line of said Lot 33, 2.00 feet; Thence South 88 degrees 45 minutes 25 seconds West, 66.04 feet to the East line of Lot 12 in Block 13 in said subdivision; Thence South 00 degrees 49 minutes 26 seconds West along the East lines of Lots 12, 13, and 14 in said Block 13, 62.00 feet to the southeast corner of said Lot 14; Thence South 88 degrees 46 minutes 19 seconds West along the South lines of said Lot 14, and Lot 27 in said Block 13, 266.16 feet to the southwest corner of said Lot 27; Thence North 00 degrees 49 minutes 47 seconds East along the West lines Lots 27, 28, and 29 in said Block 13, 61.93 feet; Thence South 88 degrees 45 minutes 25 seconds West, 66.04 feet to the East line of Lot 12 in Block 12 in said subdivision; Thence South 00 degrees 49 minutes 47 seconds West 2.00 feet to the southeast corner of said Lot 12; Thence South 88 degrees 45 minutes 25 seconds West along the South line of said Lot 12, 132.95 feet to the centerline of a vacated alley; Thence South 00 degrees 49 minutes 17 seconds West along the centerline of said alley, 342.90 feet to the southerly line of said Block 12 and the northerly line of a public alley; Thence North 67 degrees 16 minutes 44 seconds West along said northerly line and the southerly line of Lot 35 in Block 12 in said subdivision extended northwesterly, 168.04 feet to an angle point; Thence North 67 degrees 32 minutes 08 seconds West along the southerly line of Lot 19 in Block 11 extended southeasterly and the northerly line of said alley, 192.30 feet to the centerline of a vacated alley per Document number 24140325; Thence North 00 degrees 49 minutes 59 seconds East along said centerline, 1067.32 feet to the South line of a public alley; Thence North 88 degrees 48 minutes 02 seconds East along said South line, 713.80 feet to the West line of said Lot 8 in Block 2 extended southerly; Thence North 00 degrees 52 minutes 41 seconds East along said West line of Lot 8, 145.09 feet to the point of beginning, and containing 1,067,148 square feet or 24.498 acres.

Also .

That part of "The H.O. Stone Northlake Addition", being a subdivision of that part of the Northeast Quarter of Section 6, Township 39 North, Range 12, East of the Third Principal Meridian, and recorded July 3, 1930 as Document No. 10597148 in Cook County, Illinois, described as follows:

Beginning at the northwest corner of Lot 20 in Block 1 in said "The H.O. Stone Northlake Addition"; Thence North 88 degrees 47 minutes 26 seconds East along the North line of said Lot 20, 112.93 feet to the northeast corner of said Lot 20 and the West line of Wolf Road; Thence South 00 degrees 49 minutes 17 seconds West along the East line of Lots 20, 21 and 22 in said Block 1 and the West line of Wolf Road, 74.95 feet to the southeast corner of said Lot 22; Thence South 88 degrees 46 minutes 57 seconds West along the South line of said Lot 22, 38.02 feet; Thence North 00 degrees 49 minutes 17 seconds East, 31.99 feet; Thence South 88 degrees 46 minutes 57 seconds West, 74.91 feet to the West line of said Lot 21 and the East line of a public alley; Thence North 00 degrees 49 minutes 26 seconds East along the West lines of said Lots 20 and 21, and the East line of said alley, 42.97 feet to the point of beginning, and containing 6,065 square feet or 0.139 acres.

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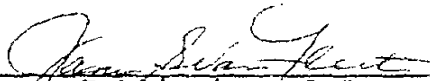
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STATE OF MARYLAND }  
COUNTY OF ANNE ARUNDEL }

On this 26<sup>th</sup> day of April, 1996, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared R. Keith Green, known to me to be the President of Super Trak Corporation, the corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in and for said  
county and State

My commission expires April 1, 1999.

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