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NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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This Non-Disturbance and Attornment Agreement is made and entered into this 10 day of October, 1996, by and between HARRIS TRUST AND SAVINGS BANK, 111 W. Monroe Street, Chicago, IL 60603, as lender (the "Lender") and HARRIS TRUST AND SAVINGS BANK, 111 W. Monroe Street, Chicago, IL 60603, as tenant (the "Tenant");

1996-01 RECORDING 127.50
1996-01-10 10/10/96 13:30:00
1996-01-10 10/10/96 13:30:00
1996-01-10 10/10/96 13:30:00
1996-01-10 10/10/96 13:30:00

Above Space For Recorder's Use Only

WITNESSETH:

WHEREAS, Tenant is the tenant under that certain Lease dated July 11, 1996 between Tenant and Morgan Park Professional Centre Limited Partnership (the "Landlord"), which Lease is hereinafter referred to as the "Lease";

WHEREAS, the Lease is for the space known as Suite 8 in a building located on the real property (the "Property") in Cook County, Illinois legally described as follows:

Lots 1 to 16, both inclusive, in Block 67 of Washington Heights, situated in the Southeast 1/4 of Section 19, Township 37 North, Range 14 East of Third Principal Meridian, in Cook County, Illinois.

That part of the easterly and westerly 16 foot alley lying southerly and adjoining Lots 1 to 5 and part of Lot 6, northerly and adjoining Lot 13, extended northerly and lying westerly of a line extended from the southeasterly corner of Lot 1 to the northeasterly corner of Lot 13, all in Block 67 in Washington Heights aforesaid

Real estate index number: 25-19-211-034-0000
Address: 1701-1724 West Monterey Avenue
Chicago, Illinois 60643

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WHEREAS, Landlord has obtained from the Lender a loan which is secured by a Mortgage, Assignment of Leases and Security Agreement dated 09/16/91, naming Lender as Mortgagee, which were recorded with the Recorder of Cook County on 09/30/91 as Document No. 91506145 (hereinafter referred to as the "Mortgage") which Mortgage encumbers the Property; and

WHEREAS, Landlord and Tenant have requested Lender to enter into a non-disturbance agreement with Tenant with respect to the Lease;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree one with another as follows:

1. Lender consents to the Lease and, in the event Lender comes into possession of or acquires title to the Property as a result of the foreclosure or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that, so long as Tenant is not then in default under the Lease and so long as Tenant is then in possession of the Property, Lender will observe and comply with the provisions of the Lease to be performed by Landlord and will recognize Tenant and will not disturb Tenant in its possession of the Property for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the Lease or would entitle the Landlord to dispossess Tenant from the Property.

2. Tenant agrees with Lender that if the interests of Landlord in the Property shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Property, 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 therefor 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 further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of the Landlord.

3. Tenant agrees with Lender that if Lender shall succeed to the interest of Landlord under the Lease, Lender shall thereupon succeed to all rights of the Landlord under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Lender were named therein as the Landlord. Tenant shall not pay any installment of rent, or any part thereof, more than one (1) month prior to the due date of such installment, and Lender shall not be bound by, and

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