

PREPARED BY AND  
WHEN RECORDED MAIL TO:  
BLOCKBUSTER VIDEOS, INC.  
8320 S. MADISON  
BURR RIDGE, IL 60521  
ATTN: CINDY FINAN  
LEASE ADMINISTRATION  
(630) 654-0004

DEMISED PREMISES:  
BLOCKBUSTER VIDEO # 17095



NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (the "Agreement") is made and entered into this 23rd day of July, 1997, by and between BLOCKBUSTER VIDEOS, INC., A DELAWARE CORPORATION ("TENANT") and 183rd and Crawford Limited Partnership ("LANDLORD") and IDS Life Insurance Company ("LENDER").

RECITALS:

WHEREAS, Landlord executed a Lease dated as of July 10, 1997, 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 his 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 and Security Agreement dated November 1, 1995 and recorded on November 26, 1995 at Volume         , Page         , of the Document #9582703 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.

*Handwritten signature/initials*

*Handwritten initials: S Y P G n - m y*

UNOFFICIAL COPY

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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 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 Lender 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.

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 Videos, Inc.  
The Renaissance Tower  
1201 Elm Street  
Dallas, TX 75270  
ATTN: Real Estate/Legal

Blockbuster Videos, Inc.  
8320 South Madison  
Burr Ridge, IL 60521  
Attn: Lease Administration

LANDLORD: 183rd and Crawford Limited Partnership  
c/o Midwest Property Group, Ltd.  
133 East Ogden Avenue, Suite 202  
Hinsdale, IL 60521

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LENDER:

IDS Life Insurance Company  
 American Express Financial Advisors  
 733 Marquette, T38/Unit 416  
 Minneapolis, Minnesota 55402

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, 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:

*Cynthia Welter*  
 Print Name: Cynthia Welter

*Cynthia Welter*  
 Print Name: Cynthia Welter

LENDER: IDS LIFE INSURANCE COMPANY

*Nancy Skopus*  
 Name: Nancy Skopus  
 Title: Assistant Vice President

*Manly J. Castro*  
 By: Manly J. Castro  
 Name: Manly J. Castro  
 Title: Assistant Secretary

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WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

LANDLORD: 183rd and Crawford  
Limited Partnership,  
Beneficiary of American National Bank  
and Trust Company of Chicago,  
Trust #109606-07

By: \_\_\_\_\_

Name: J. Javors  
Title: President of General Partner  
183rd and Crawford, Ltd.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

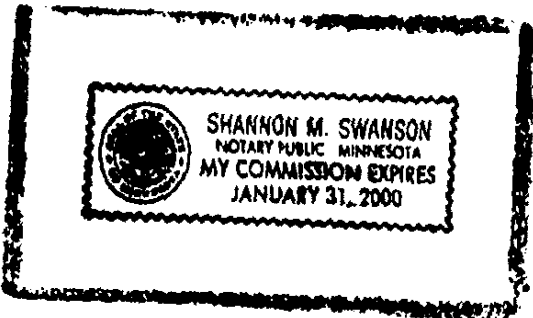
TENANT:  
BLOCKBUSTER VIDEOS, INC.,  
A DELAWARE CORPORATION

\_\_\_\_\_  
Brent L. Moody  
Vice President & Assistant General Counsel

[Acknowledgment of Lender]

STATE OF Minnesota  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 16th day of July, 1997 by Brent L. Moody, Assistant Vice President & Assistant Secretary of Blockbuster Videos, Inc., a Minnesota Corporation. He/she executed the foregoing instrument for and on behalf of said Corporation by Authority of its Board of Directors for the purposes therein described.



\_\_\_\_\_  
Signature of Notary

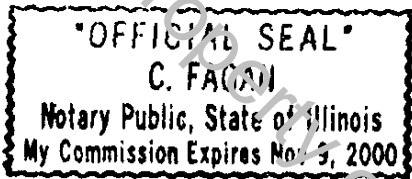
\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

[Acknowledgment of Landlord]

STATE OF Illinois

COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 10th day of July 1997 by J. Javors, President of 183rd and Crawford; Ltd., the G.P. of 183rd and Crawford Limited Partnership, a Illinois limited partnership. He/she executed the foregoing instrument for and on behalf of said Corporation by Authority of its Board of Directors for the purposes therein described.



[Signature]  
Signature of Notary

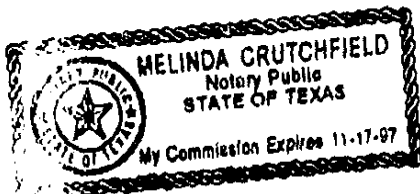
(Name of Notary Typed, Printed or Stamped)

[Acknowledgment By Tenant]

STATE OF TEXAS)

COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 23rd day of July 1997 by Brent L. Moody, Vice President & Assistant General Counsel of BLOCKBUSTER VIDEOS, INC., A DELAWARE CORPORATION, on behalf of the corporation. He executed the foregoing instrument for and on behalf of said Corporation by Authority of its Board of Directors for the purposes therein described.



Melinda Crutchfield  
Signature of Notary

(Name of Notary Typed, Printed or Stamped)



EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 2 AND 8 IN COOPER'S GROVE RESUBDIVISION OF PART OF FLOSSMOOR TERRACE, BEING A RESUBDIVISION OF PART OF THE SOUTH EAST ¼ OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

± 28-34-427-008  
008

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