

97301560

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#6986 # DR \*-97-301561  
COOK COUNTY RECORDER

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NONDISTURBANCE, ATTORNMENT AND ASSUMPTION AGREEMENT

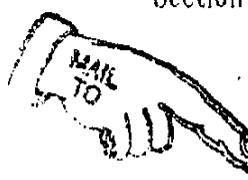
This Nondisturbance, Attornment and Assumption Agreement (this Agreement) is entered into as of April 14, 1997 by and between Housing Authority of the City of Chicago, Illinois, an Illinois municipal corporation ("CHA") and Donna Abboll ("Tenant").

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A. Tenant is the tenant under a certain Residential Lot Lease (the "Lot Lease") dated April 14, 1997, by and between Tenant and Orchard Park Limited Partnership, an Illinois limited partnership (the "Partnership"), as landlord which leases to Tenant the real estate (except the improvements thereon), together with all rights, privileges, easements and appurtenances thereto, described in the legal description attached hereto as Exhibit A (the Premises).

B. The Lot Lease is subject to and subordinate to the terms, covenants, agreements and conditions in (i) that certain Ground Lease Agreement by and between the Partnership, as tenant, and CHA, as landlord, dated as of February 15, 1995, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on April 27, 1995 as Document Number 95278768 as amended by that certain Amendment to Ground Lease dated July 1, 1996, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on September 6, 1996 as Document Number 96683221, and as may be further amended, modified and supplemented from time to time (the "Master Lease") and (ii) the Declaration of Easements, Restrictions and Covenants for Orchard Park dated as of December 30, 1996 and recorded in the Office of the Cook County Recorder of Deeds on December 31, 1996 as Document Number 96983509 and as may be amended, modified and supplemented from time to time (the "Declaration").

C. So long as Tenant is not in default under the Lot Lease and the obligations assumed under the Master Lease with respect to the Premises and Tenant further observes and performs its obligations under this Agreement, in the event of a termination of the Master Lease, Section 9.01(b)(iv) of the Master Lease provides that CHA shall grant to Tenant a non-



RETURN TO BOX 408

ATTN:

*[Handwritten signature]*

*[Handwritten initials]*

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disturbance agreement in favor of Tenant and its mortgagee or lender, provided Tenant enters into an attornment and assumption agreement with CHA.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Nondisturbance.** In the event of the termination of the Master Lease and so long as Tenant is not in default under the Lot Lease and the obligations assumed under the Master Lease with respect to the Premises, and Tenant further observes and performs its obligations under this Agreement, then CHA hereby agrees to recognize: (i) the right of Tenant to the quiet undisturbed enjoyment of all of Tenant's rights and privileges under the Lot Lease, including, but not limited to, the right of possession of the Premises and the Improvements (as defined in the Master Lease) and (ii) **Tenant's right to the use and enjoyment of all the benefits granted to Tenant under the Declaration, including but not limited to Tenant's right to administer and enforce the terms and conditions of the Declaration.**

2. **Limitations.** Notwithstanding anything to the contrary contained herein and anything to the contrary contained in the Master Lease or the Lot Lease, Tenant agrees that CHA shall not be: (i) subject to any credits, offsets, defenses, claims of counterclaims which Tenant might have against the Partnership or the Association (as defined in the Declaration), (ii) bound by any rent or additional rent which Tenant shall have paid more than one month in advance to the Partnership or the Association, (iii) bound by any representations or warranties of the Partnership, (iv) bound to undertake or complete, or to remedy any defects, in the construction of any Improvements except for any improvements constructed by CHA, (v) bound by any amendment or modification to, or waiver of, any provision of the Lot Lease, which has not been consented to in writing by CHA, (vi) liable for any act or omission of the Partnership or the Association, or (vii) bound to undertake, perform or enforce any obligations of the Partnership or the Association under the Declaration. It is expressly understood and agreed by Tenant that CHA, its directors, officers, employees or agents, shall not be liable for monetary damages to Tenant, Tenant's mortgagees or lenders, and their successors and assigns in connection with a breach or default by the CHA under this Agreement.

3. **Attornment and Assumption.** From and after the termination of the Master lease, Tenant hereby agrees (i) to attorn to CHA and assume all of the obligations of the Partnership as tenant under the Master Lease, provided the obligations assumed shall be those directly attributable to the Tenant's Premises and the Lot Lease or, if not directly attributable, then in proportion to the Percentage Interest (as defined in the Declaration) of Tenant, (ii) to be bound by all of the terms and provisions of the Lot Lease, the Master Lease, the Declaration, the Articles of Incorporation of the Association, the By-Laws and Rules and Regulations (as such terms are defined in the Declaration), including Tenant's obligation for the payment of Association fees and assessments, (including Tenant's Percentage Interest share of Ground Lease Rent (as set forth in the Master Lease)), as though such documents were in full force and effect, and (iii) that CHA shall have the same rights and remedies granted to the Partnership under the

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Lot Lease against Tenant for Tenant's nonperformance of any covenant, condition or provision contained in the Lot Lease.

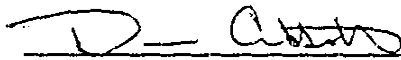
4. **Lenders and Successors.** This Agreement shall inure to the benefit of Tenant, Tenant's mortgagees or lenders, and their successors and assigns.

5. **No Modification.** Nothing contained in this Agreement shall be deemed or construed to modify any of the provisions of the Master Lease as between CHA and the Partnership or to waive any of the provisions of the Master Lease as between CHA and the Partnership or to waive any of the rights which CHA may now have or hereinafter have against the Partnership pursuant to the Master Lease.

6. **Amendment to Lot Lease.** If Tenant shall amend or modify the terms or provisions of the Lot Lease without CHA's written consent, CHA's obligations under this Agreement shall not be effective as to or enforceable against CHA to the extent of such amendment or modification.

In witness whereof, the parties have executed this Agreement as of the date written above.

Tenant:



Donna Abbott

CHA: Housing Authority of the City of Chicago, Illinois, an Illinois municipal corporation

Attest:

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

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: 

Printed Name: Joseph Shalender

Its: Executive Director

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STATE OF ILLINOIS )

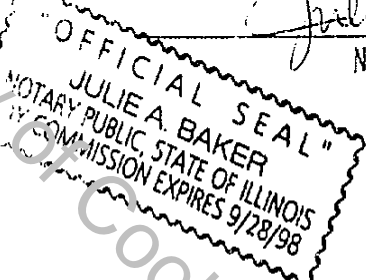
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Donna Abbott, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of April, 1997.

(SEAL)

Julie A Baker  
Notary Public



STATE OF ILLINOIS )

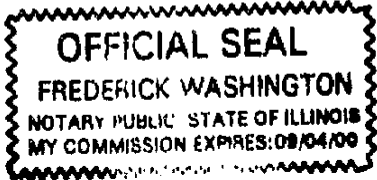
COUNTY OF COOK )

I, Frederick Washington, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joseph Shuldiner, the Executive Director of Housing Authority of the City of Chicago, Illinois, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of April, 1997.

(SEAL)

Frederick Washington  
Notary Public



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## EXHIBIT A - Legal Description

### 1547-E N. Clybourn

#### PROPOSED LOT 5, BLOCK 1, ORCHARD PARK SUBDIVISION (Townhome)

A tract of land in Butterfields Addition to Chicago, in the West 1/2 of the Northwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as: Commencing at the point of intersection of the center line of Weed Street, 50 foot wide, as shown on the plat of C.J. Hull's Subdivision of lots 152, 155, 156, and parts of lots 153 and 154, in said Butterfields Addition to Chicago, with the North line of Clybourn Avenue bearing North 45 Degrees, 00 Minutes, 00 Seconds West and intersecting with said Weed Street at a right angle, said Weed Street to be vacated; Thence South 45 Degrees, 00 Minutes, 00 Seconds East, along the North line of Clybourn Avenue, 16.0 feet; thence North 45 Degrees, 00 Minutes, 00 Seconds East, 92.24 feet to the point of beginning; thence continuing North 45 Degrees, 00 Minutes, 00 Seconds East, 20.64 feet; thence South 45 Degrees, 06 Minutes, 59 Seconds East, 25.55 feet; thence North 44 Degrees, 53 Minutes, 01 Seconds East, 3.37 feet; thence South 45 Degrees, 06 Minutes, 59 Seconds East, 12.12 feet; thence South 44 Degrees, 53 Minutes, 01 Seconds West, 3.37 feet; thence South 45 Degrees, 06 Minutes, 59 Seconds East, 12.12 feet; thence South 44 Degrees, 53 Minutes, 01 Seconds West, 3.37 feet; thence South 45 Degrees, 06 Minutes, 59 Seconds East, 11.18 feet; thence South 44 Degrees, 54 Minutes, 55 Seconds West, 14.43 feet; thence South 45 Degrees, 05 Minutes, 05 Seconds East, 6.38 feet; thence South 44 Degrees, 54 Minutes, 55 Seconds West, 5.00 feet; thence North 45 Degrees, 05 Minutes, 05 Seconds West, 6.38 feet; thence South 44 Degrees, 54 Minutes, 55 Seconds West, 1.21 feet; thence North 45 Degrees, 06 Minutes, 59 Seconds West, 48.80 feet to the point of beginning, in Cook County, Illinois.

ALSO:

#### PROPOSED LOT 10, BLOCK 1, ORCHARD PARK SUBDIVISION (Garage)

A tract of land in Butterfields Addition to Chicago, in the West 1/2 of the Northwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as: Commencing at the point of intersection of the center line of Weed Street, 50 foot wide, as shown on the plat of C.J. Hull's Subdivision of lots 152, 155, 156, and parts of lots 153 and 154, in said Butterfields Addition to Chicago, with the North line of Clybourn Avenue bearing North 45 Degrees, 00 Minutes, 00 Seconds West and intersecting with said Weed Street at a right angle, said Weed Street to be vacated; thence North 45 Degrees 00 Minutes, 00 Seconds East, along the center line of said Weed Street, 159.89 feet; thence South 45 Degrees, 00 Minutes, 00 Seconds East, 73.41 feet; thence North 44 Degrees, 52 Minutes, 28 Seconds East, along the face of a garage, 39.87 feet to the point of beginning; thence continuing North 44 Degrees, 52 Minutes, 28 Seconds East, 10.33 feet; thence South 45 Degrees, 13 Minutes, 37 Seconds East, 20.20 feet to the face of said garage; thence South 44 Degrees, 46 Minutes, 59 Seconds West, along said face 10.36 feet; thence North 45 Degrees, 08 Minutes, 31 Seconds West, 20.22 feet to the point of beginning, in Cook County, Ill.

Permanent Real Estate Index Number: 17-04-101-044-0000  
17-04-101-048-0000  
17-04-101-052-0000  
(Affects PIQ and other property.)

Address of Real Estate: 1547E N. Clybourn Avenue  
Chicago, IL 60610

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