

8810

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

The Northwestern Mutual Life Ins. Co.
720 East Wisconsin Ave. - Rm N16WC
Milwaukee, WI 53202
Attn: Nadine T. Hansohn

Loan No. C-332144 SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by Thomas O. Rabenn, Attorney, for The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, WI 53202.

NON-DISTURANCE AND ATTORNMENT AGREEMENT

98040079

THIS AGREEMENT is entered into as of June 24, 1998, between EUROMARKET DESIGNS, INC. (CKATE & BARREL), an Illinois corporation ("Tenant"), NORTH AND CLYBOURN, L.L.C., an Illinois limited liability company, 1331 Davis Road, Elgin, IL 60123, ("Borrower"), and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation ("Lender"), whose address for notices is 720 East Wisconsin Avenue, Milwaukee, WI 53202. Attention: Real Estate Investment Department, Reference Loan No. C-332144.

RECITALS

A. Tenant is the lessee or successor to the lessee, and Borrower is the lessor or successor to the lessor under a certain lease dated March 7, 1996 and amended December 23, 1996, and April 13, 1998 (hereinafter collectively referred to as the "Lease").

B. Lender has made, or will make, a mortgage loan to be secured by a mortgage from Borrower for the benefit of Lender (the "Lien Instrument") encumbering the fee title to the land described in Exhibit "A" attached hereto and the improvements thereon (collectively, the "Property"), wherein the premises covered by the Lease (the "Demised Premises") are located.

C. Borrower and Lender have executed, or will execute, an Absolute Assignment of Leases and Rents (the "Absolute Assignment"), pursuant to which (i) the Lease is assigned to Lender and (ii) Lender grants a license back to Borrower permitting Borrower



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to collect all rents, income and other sums payable under the Lease until the revocation by Lender of such license, at which time all rents, income and other sums payable under the Lease are to be paid to Lender.

D. Lender has required the execution of this Agreement by Borrower and Tenant as a condition to Lender making the requested mortgage loan.

E. Tenant acknowledges that, as its consideration for entering into this Agreement, Tenant will benefit by entering into an agreement with Lender concerning Tenant's relationship with any purchaser or transferee of the Property (including Lender) in the event of foreclosure of the Lien Instrument or a transfer of the Property by deed in lieu of foreclosure (any such purchaser or transferee and each of their respective successors or assigns is hereinafter referred to as "Successor Landlord").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Borrower and Lender agree as follows:

1. Tenant and Borrower agree for the benefit of Lender that:
 - (a) Tenant shall not pay, and Borrower shall not accept, any rent or additional rent more than one month in advance;
 - (b) Except as specifically provided in the Lease, Tenant and Borrower will not enter into any agreement for the cancellation of the Lease or the surrender of the Demised Premises without Lender's prior written consent;
 - (c) Tenant and Borrower will not enter into any agreement amending or modifying the Lease in any material respect without Lender's prior written consent, except for amendments or modifications specifically contemplated in the Lease for confirming the lease commencement date, the rent commencement date, the term, the square footage leased, the renewal or extension of the Lease, or the leasing of additional space at the Property;
 - (d) Tenant will not terminate the Lease because of a default thereunder by Borrower unless Tenant shall have first given Lender written notice and a reasonable opportunity to cure such default as specifically required under Section 17.2 of the Lease;

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- (e) Tenant, upon receipt of written notice from Lender that it has exercised its rights under the Absolute Assignment and revoked the license granted to Borrower to collect all rents, income and other sums payable under the Lease, shall pay to Lender all rent and other payments then or thereafter due under the Lease, and any such payments to Lender shall be credited against the rent or other obligations due under the Lease as if made to Borrower;
- (f) Tenant shall name Lender as an additional insured and loss payee under any and all insurance policies required to be obtained under the Lease;
- (g) All property insurance policies that the Lease requires Tenant to carry in connection with the Demised Premises shall include a standard mortgagee endorsement in favor of Lender;
- (h) Tenant shall deliver evidence of insurance (policy or certificate) for all insurance that Tenant is required to carry under the Lease (property and liability) to Lender whenever Lender so requests, which evidence shall contain a clause providing at least thirty (30) days notice of cancellation to Lender. In addition, all certificates of insurance shall list Lender as the certificateholder; and
- (i) Tenant shall grant Lender access to the premises covered by the Lease at reasonable times and upon reasonable advance notice for the purpose of inspecting the same.

2. The Lease is hereby subordinated in all respects to the Lien Instrument and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement, but Tenant waives, to the fullest extent it may lawfully do so, the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give it any right or election to terminate or otherwise adversely affect the Lease or the obligations of Tenant thereunder by reason of any foreclosure proceeding.

3. Borrower, Tenant and Lender agree that, unless Lender shall otherwise consent in writing, the fee title to, or any leasehold interest in, the Property and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the union of said estates either in Borrower or Tenant or any third party by purchase, assignment or otherwise.

4. If a casualty occurs to any portion of the Demised Premises, the insurance loss proceeds applicable thereto shall be made available, to the extent required by the Lease, to Tenant or Borrower, as the case may be, for the restoration of the Demised Premises in

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accordance with the terms and conditions of the Lease; provided, however, that, consistent with the provisions of Section 8.1 of the Lease, Lender reserves the right to require that such insurance loss proceeds be disbursed through a title insurance company pursuant to a written escrow agreement in a form reasonably acceptable to Lender that shall provide, among other things, that such title insurance company shall provide Lender with affirmative title insurance coverage over all construction liens relating to the labor and materials provided for such restoration work. All costs and expenses charged by such title insurance company for acting as the escrow agent and providing such title insurance coverage shall be paid by Borrower.

5. If any portion of the Demised Premises is taken as the result of a condemnation proceeding or the exercise of any power of eminent domain, the award and proceeds (less expenses of collection) received by Lender as a result of such taking shall be made available, to the extent required by the Lease, to Tenant or to Borrower, as the case may be, for restoration and rebuilding of the Demised Premises; provided, however, that, consistent with the provisions of Section 8.1 of the Lease, Lender reserves the right to require that such award and proceeds be disbursed through a title insurance company pursuant to a written escrow agreement in a form reasonably acceptable to Lender that shall provide, among other things, that such title insurance company shall provide Lender with affirmative title insurance coverage over all construction liens relating to the labor and materials provided for such rebuilding and restoration. All costs and expenses charged by such title insurance company for acting as the escrow agent and providing such title insurance coverage shall be paid by Borrower.

6. If the interests of Borrower in the Property are acquired by a Successor Landlord:

- (a) If Tenant shall not then be in default in the payment of rent or other sums due under the Lease or be otherwise in material default under the Lease beyond any applicable cure periods, the Lease shall not terminate or be terminated and the rights of Tenant thereunder shall continue in full force and effect except as provided in this Agreement;
- (b) Tenant agrees to attorn to Successor Landlord as its lessor; Tenant shall be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof, including any renewal options which are exercised in accordance with the terms of the Lease;
- (c) The interests so acquired shall not merge with any other interests of Successor Landlord in the Property if such merger would result in the termination of the Lease;

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- (d) If, notwithstanding any other provisions of this Agreement, the acquisition by Successor Landlord of the interests of Borrower in the Property results, in whole or part, in the termination of the Lease, there shall be deemed to have been created a lease between Successor Landlord and Tenant on the same terms and conditions as the Lease for the remainder of the term of the Lease, with renewal options, if any; and
- (e) Successor Landlord shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Successor Landlord's acquisition of the interests of Borrower in the real estate, have the same remedies against Successor Landlord for the breach of the Lease that Tenant would have had under the Lease against Borrower if the Successor Landlord had not succeeded to the interests of Borrower; provided, however, that Successor Landlord shall not be:
- (i) Liable for any act, omission or obligation of any landlord (including Borrower) prior to the date of Successor Landlord's acquisition of the interests of Borrower in the Demised Premises except for any repair and maintenance obligations of a continuing nature as of the date of such acquisition and the payment of any unpaid portions of the Landlord's Contribution (as defined in the Lease) due under the Lease;
 - (ii) Subject to any offsets or defenses which Tenant might have against any landlord (including Borrower) prior to the date of Successor Landlord's acquisition of the interests of Borrower in the Demised Premises except for any offsets expressly permitted under the Lease provided that Tenant gave Successor Landlord written notice of the prior landlord's (including Borrower) default under the Lease giving rise to such offset rights and a reasonable opportunity to cure the same;
 - (iii) Liable for the return of any security deposit under the Lease unless such security deposit shall have been actually deposited with Successor Landlord; or
 - (iv) Bound to Tenant subsequent to the date upon which Successor Landlord transfers its interest in the Demised Premises to any third party

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The provisions of this paragraph shall be effective and self-operative immediately upon Successor Landlord succeeding to the interests of Borrower without the execution of any other instrument.

7. This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall prevail. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns. Upon recorded satisfaction of the Lien Instrument, this Agreement shall become null and void and be of no further effect.

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

TENANT: EUROMARKET DESIGNS, INC., an Illinois corporation

By: Harvey J. Silverstone
Name: HARVEY J. SILVERSTONE
Title: CORPORATE SECRETARY

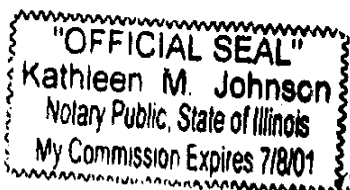
(corporate seal)

STATE OF Illinois)
COUNTY OF DeKalb) ss.

The foregoing instrument was acknowledged before me this 24 day of JUNE, 1998, by HARVEY J. SILVERSTONE the CORPORATE SECRETARY of EUROMARKET DESIGNS, INC., an Illinois corporation, and acknowledged the execution of the foregoing instrument as the act and deed of said corporation.

Kathleen M. Johnson
6/24/98, Notary Public

My commission expires:



(Signatures continued on following page)

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(Signatures continued from preceding page)

BORROWER: NORTH AND CLYBOURN, L.L.C., an Illinois limited liability company

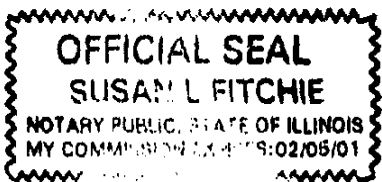
By: *[Signature]*
Name: Mark Seidle
Title: Member

STATE OF Illinois)
)ss.
COUNTY OF Kane)

The foregoing instrument was acknowledged before me this 26th day of JUNE, 1998, by MARK SEIDLE, the Member of NORTH AND CLYBOURN, L.L.C., an Illinois limited liability company, on behalf of the limited liability company.

Susan L. Fitchie
Notary Public

My commission expires:



(Signatures continued on following page)

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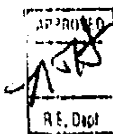
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(Signatures continued from preceding page)

LENDER: THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation

By: Northwestern Investment Management Company, a Wisconsin corporation, its wholly owned subsidiary and authorized representative

By: Donald L. O'Dell
Donald L. O'Dell, Managing Director



Attest: Kelly Havey Mess
Kelly Havey Mess, Assistant Sec'y.

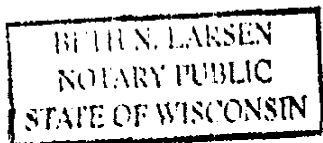
(corporate seal)

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 25th day of June, 1998, by Donald L. O'Dell and Kelly Havey Mess, the Managing Director and Assistant Secretary, respectively, of Northwestern Investment Management Company on behalf of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY and acknowledged the execution of the foregoing instrument as the act and deed of said corporation.

My commission expires: November 28, 1999.

Beth N. Larsen
Beth N. Larsen, Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 91 IN BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OR THE MOST EASTERLY CORNER OF SAID LOT 91 RUNNING THENCE WEST ALONG THE SOUTH LINE THEREOF 52.56 FEET MORE OR LESS TO A POINT WHICH IS 26.17 FEET 2 INCHES EAST OF THE SOUTHWEST CORNER OF SAID LOT 91; THENCE NORTHERLY ON A STRAIGHT LINE 53.90 FEET MORE OR LESS TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 91 WHICH IS 25.28 FEET MEASURED AT RIGHT ANGLES EAST OF WEST LINE THEREOF; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE 76.13 FEET MORE OR LESS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 44 IN F. H. WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 42, 43 AND 45 IN WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 8, 9, 10 AND 11 IN F. H. WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 6 AND 7, TAKEN AS A TRACT, IN WINSTON'S SUBDIVISION OF LOT (OR BLOCK) 7 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH ON THE EAST LINE OF SAID LOT 7, A DISTANCE OF 73 FEET 11 INCHES; THENCE WEST 24 FEET 1/4 INCH TO A POINT 73 FEET 11-1/8 INCHES NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 73 FEET 11-1/8 INCHES TO A POINT ON THE SOUTH LINE OF SAID TRACT 24 FEET 1 INCH WEST OF THE PLACE OF BEGINNING; THENCE EAST OF SOUTH LINE OF SAID TRACT 24 FEET 1 INCH TO THE PLACE OF

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LEGAL DESCRIPTION CONTINUED:

BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 12, 13, 14, 15, 16, 17 AND THE WEST 1/2 OF LOT 18 IN F. H. WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE EAST 1/2 OF LOT 18 AND ALL OF LOTS 19, 20, 21, 22, 23, 24 AND 25 AND THE WEST 3 FEET OF LOT 26 ALL IN F. H. WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 1, 2, 3, 4, 5, AND 6 IN THE RESUBDIVISION OF LOTS 28, 29 AND 30 IN WINSTON'S SUBDIVISION OF BLOCK 7 IN F. H. WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 26 (EXCEPT THE WEST 3 FEET THEREOF) ALL OF LOTS 27, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 AND 41, LOT 107 (EXCEPT THE WEST 1 FOOT THEREOF), AND (EXCEPT THE EAST 16 FEET OF THE WEST 19.5 FEET), LOTS 108, 109, 110, 111, 112 AND 113 IN F. H. WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

ALL OF THE NORTH-SOUTH, THE EAST-WEST, AND THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT PUBLIC ALLEYS TOGETHER WITH A TRIANGULAR ALLEY AREA ADJOINING SAID 16 FOOT PUBLIC ALLEYS LYING NORTH OF THE NORTH LINE OF LOTS 16 TO 25, BOTH INCLUSIVE; LYING NORTHEASTERLY OF THE NORTHWESTERLY LINE OF LOTS 25, 26 AND 27, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 31 TO 41, BOTH INCLUSIVE; LYING WEST OF THE WEST LINE OF LOT 41, LYING EAST OF THE EAST LINE OF LOT 113; LYING SOUTH OF THE SOUTH LINE OF LOTS 107 TO 113, BOTH INCLUSIVE, LYING EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 19.5 FEET OF LOT 107; LYING SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF SAID LOT 41 TO THE NORTHEAST CORNER OF SAID LOT 113,

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LEGAL DESCRIPTION CONTINUED:

ALL IN F. H. WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOT 2 IN RESUBDIVISION OF LOTS 28, 29 AND 30 IN WINSTON'S SUBDIVISION OF BLOCK 7 AFOREMENTIONED; LYING NORTHWESTERLY OF A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE SOUTH AND SOUTHWESTERLY LINES OF LOT 2 IN RESUBDIVISION OF LOTS 28, 29 AND 30 IN WINSTON'S SUBDIVISION AFORESAID TO THE EAST CORNER OF LOT 27 IN F. H. WINSTON'S SUBDIVISION OF BLOCK 7 AFORESAID, SAID PUBLIC ALLEYS, PART OF PUBLIC ALLEY AND THE TRIANGULAR ALLEY AREA ADJOINING THE 16 FOOT PUBLIC ALLEYS TO BE VACATED, BEING FURTHER DESCRIBED AS THE REMAINING NORTH-SOUTH 16 FOOT PUBLIC ALLEY, THE EAST-WEST 16 FOOT PUBLIC ALLEY AND THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT PUBLIC ALLEY TOGETHER WITH A TRIANGULAR ALLEY AREA ADJOINING THE SAID 16 FOOT PUBLIC ALLEYS TO BE VACATED, ALL LYING EAST OF A LINE 375.50 FEET MORE OR LESS, EAST OF AND PARALLEL WITH THE EAST LINE OF N. SHEFFIELD AVENUE, AS COLORED IN RED AND INDICATED BY THE WORDS "TO BE VACATED" ON THE DRAWING HERETO ATTACHED, WHICH DRAWING FOR GREATER CERTAINTY, IS HEREBY MADE A PART OF THIS ORDINANCE, BE AND THE SAME ARE HEREBY VACATED AND CLOSED, IN AS MUCH AS THE SAME ARE NO LONGER REQUIRED FOR PUBLIC USE AND THE PUBLIC INTEREST WILL BE SUBSERVED BY SUCH VACATIONS.

Property Address(es):

1630 Clybourn Avenue
Chicago, IL 60622

908 W. North Avenue
Chicago, IL 60622

850-855 W. North Avenue
Chicago, IL 60622

Permanent Tax No(s):

- 14-32-423-047-0000
- 14-32-423-048-0000
- 14-32-423-049-0000
- 14-32-423-050-0000
- 14-32-423-052-0000
- 14-32-424-025-0000
- 14-32-424-026-0000
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- 14-32-424-049-0000
- 14-32-424-056-0000
- 14-32-424-060-0000
- 14-32-424-063-0000

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