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RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

BLOCKBUSTER VIDEOS, INC. #11032.
8320 South Madison Avenue
Burr Ridge, Illinois 60521

DEPT-01 RECORDING	\$35.50
T0013 TRAN 8171 09/24/98 10:25:00	
9229 * TR * - 98 - 855344	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$32.00

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this the _____ day of _____, 19____ by and between BLOCKBUSTER VIDEOS, INC. ("Tenant") and Keybank National Association a national banking association ("Lender") and INSITE SCHAUMBURG II, L.L.C. ("Landlord").

RECITALS:

WHEREAS, Landlord executed a Lease dated as of March 3, 1998 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 this 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 Deed of Trust (the "Mortgage") dated _____, 19____ and recorded on _____ 19____ at Volume _____, Page _____, of the _____ Records of _____ County, _____ 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; and

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.

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

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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 Tenant shall retain all rights and remedies available to Tenant at law or pursuant to the Lease; (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. #17032
The Renaissance Tower
1201 Elm Street
Dallas, Texas 75270
Attention: Real Estate Legal Dept.

with a copy to: Blockbuster Videos, Inc. #17032
Midwest Zone
8320 South Madison Street
Burr Ridge, Illinois 60521
Attention: Zone Real Estate Manager

Landlord: Insite Schaumburg II, L.L.C.
c/o Insite Real Estate Development LLC
1603 W. Sixteenth Street
Oak Brook, Illinois 60523

Lender: Key Bank National Association
525 Vine Street, Sixth Floor
Cincinnati, Ohio 45202
Attn: Mr. Kurt L. Reiber

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.

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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.

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IN WITNESS WHEREOF, the parties hereto have caused this Non-Disturbance Agreement to be executed as of the day and year first above written.

LENDER:

KeyBank National Association,
a National banking association

Witness:

[Signature]
[Signature]

By: [Signature]
Name: Manceon A. Hands
Title: Assistant Vice President

TENANT:

BLOCKBUSTER VIDEOS, INC., a
Delaware corporation

Witness:

[Signature]
[Signature]

By: [Signature]
Name: Richard McDowell
Title: Vice President Treasury

LANDLORD:

INSITE SCHAUMBURG II, L.L.C., an
Illinois limited liability company

Witness:

[Signature]
[Signature]

By: [Signature]
Robin Eden Rash
Title: Manager

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STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

Acknowledgment of Lender

Personally appeared before me, a Notary Public in and for the above County and State, Maurice A. Hawks known personally by me and acknowledged by me to be on the date of execution, March 23 of 1998 and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 23 day of March 1998.



KURT L. REIBER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date - Section 147.03 O.R.C.

Kurt L. Reiber
Notary Public in and for the State and
County aforesaid

Kurt L. Reiber
(Printed Name of Notary)

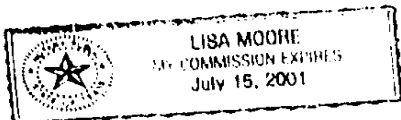
My Commission Expires:

Acknowledgment of Tenant

THE STATE OF TEXAS)
COUNTY OF DALLAS Collin)

Personally appeared before me, a Notary Public in and for the above County and State, Richard McDowell known personally by me and acknowledged by me to be on the date of execution, V.P. Treasury of BLOCKBUSTER VIDEOS, INC., a Delaware Corporation, and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 16th day of March 1998.



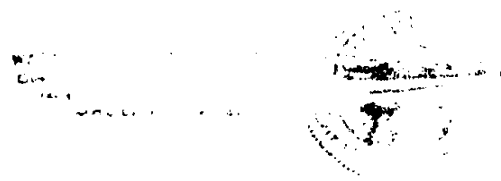
Lisa Moore
Notary Public in and for the State and
County aforesaid

My Commission Expires:

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STATE OF ILLINOIS)
) SS:
COUNTY OF DuPAGE)

Acknowledgment of Landlord

Personally appeared before me, a Notary Public in and for the above County and State, Robin Eden Rash known personally by me and acknowledged by me to be on the date of execution, the duly authorized manager of INSITE SCHAUMBURG II, L.L.C., an Illinois limited liability company and she executed the foregoing for and on behalf of said entity by authority of its Board of Members.

Witnessed by hand and this notarial seal, this 12 day of November 1985.



Jeanne Jenig
Notary Public in and for the State and County aforesaid

Jeanne Jenig
(Printed Name of Notary)

My Commission Expires:

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EXHIBIT "A"

[INSERT LEGAL DESCRIPTION OF THE LAND]

LEGAL DESCRIPTION:

Parcel 1: Lot 3 in Wilk's Subdivision, being a Subdivision of that part of the Northeast 1/4 of the Southwest 1/4 of Section 22, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: That part of the East 289.30 feet of the Northeast 1/4 of the Southwest 1/4 of Section 22, Township 41 North, Range 10, East of the Third Principal Meridian, lying South of the South line of Lot 3 in Wilk's Subdivision and North of a line drawn parallel with and 703.70 feet North of the South line of said Northeast 1/4, all in Cook County, Illinois, (except the East 50 feet thereof).

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EXHIBIT "A-1"

[INSERT LEGAL DESCRIPTION OF SHOPPING CENTER LAND]

Legal Description of the Town Square Parcel

Lot 2 of Towne Square Shopping Center Subdivision, recorded on July 28, 1975 as Document #23165330, and Lots 1, and 2 of Wilk's Subdivision, recorded on June 29, 1973 as Document #22380489, and that part of the Northeast One-Quarter of the Southwest One-Quarter of Section 22, Township 41 North, Range 10 East of the Third Principal Meridian, which part is bounded on the west by the east line of said Towne Square Shopping Center Subdivision, and bounded on the south by the northerly line of said Wilk's Subdivision, bounded on the north and east by the south Right-of-Way line of Schaumburg and the west Right-of-Way line of Roselle Road respectively, as dedicated per Document #25693652 and recorded on December 5, 1980.

Containing 29.1168 acres or 1,269,326 square feet, more or less, all in the Village of Schaumburg, County of Cook, State of Illinois.

THE ABOVE PROPERTY WILL BE KNOWN AS LOTS 1 - 10, INCLUSIVE, OF TOWN SQUARE RESUBDIVISION FOLLOWING THE RECORDING OF THE SUBDIVISION PLAT REFERENCED IN THE DECLARATION.

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NR DEPT-10 PENALTY \$32.
T0013 TRAN 8171 09/24/98 10:26:00
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*280K COUNTY RECORDER

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