

AND ATTORNMENT AGREEMENT

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THE STATE OF §
§
COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS:

C132001

WHEREAS, Ohio National Life Insurance Company ("Lienholder") is the owner and holder of that certain promissory note ("Note") dated _____, in the original principal sum of _____ executed by National Shopping Plazas, Inc., as predecessor - in-interest to Helco Corporation ("Lessor"), payable to the order of Lienholder, which Note is secured by a deed of trust ("Deed of Trust") or Mortgage of even date therewith to _____, Trustee for Lienholder, covering the real property described in the Lease ("Premises"), and

WHEREAS, Tandy Corporation, as lessee ("Lessee") and Lessor have entered into a Lease Agreement ("Lease") dated 12-3-87 as renewed 2-24-98, covering the Premises;

NOW, THEREFORE, Lienholder, Lessee and Lessor hereby agree as follows:



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1. The Lease is and shall be subject and subordinate to the Deed of Trust or Mortgage and all modifications to the same extent as if Lessee had entered into possession of the Premises under the Lease after the time the loan of Lienholder to Lessor as evidenced by the Note had been consummated.
2. The holding of a foreclosure sale, conveyance in lieu of foreclosure, or other exercise by the holder of the Note of any remedies under the Deed of Trust or Mortgage shall not terminate the Lease or the rights and obligations of Lessee thereunder, nor shall such sale, conveyance and acceptance (a) constitute a waiver by the new owner of any uncured event of default by Lessee under the terms of the Lease; or (b) otherwise affect the rights of such new owner as successor to Lessor under the Lease.
3. Lessee agrees to attorn to each new owner of the Premises following a foreclosure sale or conveyance in lieu of foreclosure of the Deed of Trust conditioned, however, upon Lessee's receipt of a recordable agreement from such new owner recognizing the Lease and Lessee's rights under this Agreement and the Lease, including (i) subject to the exercise by Lessor or Lienholder of any rights and remedies available to Lessor under the Lease in the event of Lessee's default, Lessee shall not be disturbed in Lessee's possession and shall not be named or joined in any action or proceeding by Lienholder or Lienholder's assigns and (ii) Lessee's purchase rights, if any, under the Lease shall be given full force and effect and upon the exercise thereof, provided the purchase price is paid to Lessor and Lienholder or any other holder of the Note jointly, all rights of Lienholder with respect to the Premises shall terminate.
4. In the absence of the prior written consent of Lienholder, Lessee agrees not to do any of the following: (a) prepay any rent or additional rent required under the terms of the Lease for more than one (1) month in advance, except as may be provided in the Lease; (b) voluntarily surrender the Premises or terminate the Lease without cause; or (c) assign Lessee's interest in the Lease or sublet the Premises except as otherwise permitted under the terms of the Lease.
5. The foregoing provisions concerning attornment shall be self-operative; provided, however, Lessee agrees to execute and deliver to Lienholder or to any person to whom Lessee herein agrees to attorn such other instrument(s) as either shall request in order to effectuate said provisions.

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6. Lessee will notify Lienholder of any default of Lessor which would entitle Lessee to terminate the Lease, and Lessee agrees that notwithstanding any provision of the Lease to the contrary, no notice of termination due to Lessor's default thereof shall be effective unless Lienholder has received the aforementioned notice and has failed to cure such default within the time period permitted for such cure in the Lease; provided, however, that prior to acquisition of fee simple title to the Premises by Lienholder or any other new owner, Lienholder or such new owner, as applicable, shall not be (i) obligated to cure any existing default in the Lease; or (ii) personally liable for any act or omission of Lessor, except to the extent of any rights of self-help and/or offset against rent, or reductions in rent, to which Lessee may be entitled under the terms of the Lease.

7. Lienholder, on its own behalf and on behalf of any third party purchaser of the Premises at a foreclosure sale thereof, acknowledges and agrees that, from and after Lienholder's (third party's) succession to the interest of Lessor under the Lease, Lienholder shall be bound to Lessee as Lessor under all of the terms, covenants and conditions of the Lease, and Lessee shall, from and after Lienholder's succession to the interest of Lessor under the Lease, have the same remedies against Lienholder for the breach of any agreement contained in the Lease as are available thereunder to Lessee against Lessor. Lessor hereby consents to Lienholder giving notice to Lessee of all notices required to be given to Lessor under the Deed of Trust or Mortgage and other documents relating to the loan evidenced by the Note. Lienholder agrees to deliver a copy of all such notices to Lessee at the same time as such notices are delivered to Lessor.

8. The provisions hereof shall be binding upon and inure to the benefit of Lienholder, Lessor and Lessee and their respective successors and assigns.

EXECUTED SM 14, 1998

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LIENHOLDER:

The Ohio National Life Insurance Company

By: Michael D. Stotter

Name: Michael D. Stotter

Title: Vice President, Mortgages & Real Estate

LESSOR:

HELCO CORP.

By: Darlene Mooney

Name: Darlene Mooney

Title: President

LESSEE:

TANDY CORPORATION

By: Craig Anderson

Name: Craig Anderson

Title: Real Estate Counsel, Director of Lease Operations

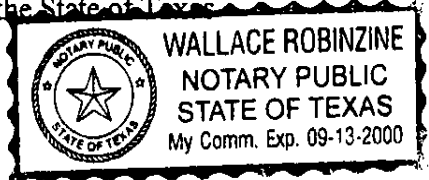
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COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 13th day of August, 1998, by J. Creig Anderson Real Estate Counsel, Director of Lease Operations, of Tandy Corporation, on behalf of said corporation.

[Handwritten Signature]

Notary Public in and for the State of Texas



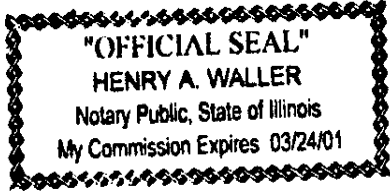
[SEAL]

THE STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the 14 day of Sept, 1998 by Darlene J. Momey, President of Helco Corp., on behalf of said corporation.

[Handwritten Signature]

Notary Public in and for the State of Ill.



[SEAL]

THE STATE OF Ohio §
COUNTY OF Hamilton §

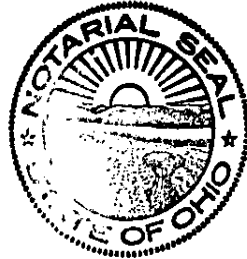
The foregoing instrument was acknowledged before me on the 25th day of September, 1998, by Michael D. Stohler, Vice President of The Ohio National Life Insurance Company, on behalf of said corporation.

[Handwritten Signature]

Notary Public in and for the State of Ohio

[SEAL]

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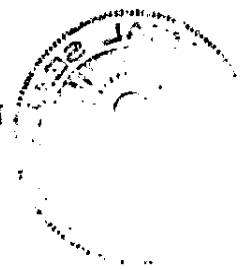


THERESA M. BRUNSMAN, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date, Section 147.03 O.R.C.

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COMMISSIONER OF PUBLIC SAFETY
HENRY A. WALLER
1100 North Dearborn Street
Chicago, Illinois 60610

COOK COUNTY CLERK'S OFFICE
1100 NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60610
TEL: (312) 603-1000



fBLEGAL DESCRIPTION:fc

PARCEL 1:

LOT 2 IN DE YOUNG'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 08, 1957 AS DOCUMENT 16821944, IN COOK COUNTY, ILLINOIS, ALSO (EXCEPTING THEREFROM THE EAST 6 FEET OF LOT 2 AS CONDEMNED IN CASE NUMBER 82L12148);

PARCEL 2:

THE EAST 1/2 OF THE HERETOFORE VACATED 16 FOOT PUBLIC ALLEY LYING WEST OF AND ADJOINING AFORESAID LOT 2 IN THE DE YOUNG'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

TAX NO.: 29-22-106-012

16244 S. Park Avenue, South Holland, IL

This instrument prepared by
and after recording return to
Henry A. Waller, 120 N. LaSalle St
Suite 7000, Chicago, IL 60602



Clerk's Office