

# UNOFFICIAL COPY

PREPARED BY AND  
WHEN RECORDED RETURN TO:  
BLOCKBUSTER INC.  
8320 S. MADISON  
BURR RIDGE, IL 60521  
ATTN: KATHY JEMILO  
LEASE ADMINISTRATION  
(630) 654-0004

99777940

7059/0049 25 001 Page 1 of 5  
1999-08-16 09:48:52  
Cook County Recorder 55.50



DEMISED PREMISES:  
BLOCKBUSTER #17423  
8151-57 S. Cottage Grove  
Chicago, Illinois



Pin#20-35-114-013

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this the 24<sup>th</sup> day of MARCH 1999, by and between BLOCKBUSTER INC., a Delaware corporation ("Tenant") and Austin Bank of Chicago ("Lender") and Lester Sawicki, individually ("Landlord").

### RECITALS:

WHEREAS, Landlord executed a Lease dated as of March 8, 1999, 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-1" (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 March 8, 1999 and recorded on June 8, 1999 at Book Doc. #99542169, Page --- of the County Records of Cook County, State of 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 the 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 the 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.
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, the 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 which reduces the term or reduces rents; (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. Notices and demands required, or permitted, to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepared, or by Airborne Express or other reputable overnight courier service and shall be deemed to have been delivered on the date the same is (i) postmarked, if sent by certified mail, or (ii) deposited, if sent by Airborne Express or such other reputable overnight courier service, but shall not be deemed received until (a) one (1) business day following deposit with Airborne Express or other reputable overnight courier service, or (b) three (3) days following deposit in the United States Mail if sent by certified mail, to address shown below:

TENANT: Blockbuster Inc. #17423  
The Renaissance Tower  
1201 Elm Street  
Dallas, TX 75270  
Attention: Real Estate/Legal Dept.

with a copy to: Blockbuster Inc. #17423  
8320 South Madison Street  
Burr Ridge, IL 60521  
Attention: Lease Administrator

LANDLORD: Lester Sawicki  
4533 North Orange  
Norridge, IL 60656

LENDER: Austin Bank of Chicago  
5645 W. Lake Street  
Chicago, IL 60644  
Attention: Michael Campanile, Vice President

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 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 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 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 joined 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 Agreement to be executed as of the day and year first above written.

LENDER:

BY: [Signature]

Name: Michael Compton  
Title: vice President

TENANT:

Blockbuster Inc.,  
a Delaware corporation

By: [Signature]

Bruce P. Brown  
Director of Real Estate Administration

*TPC  
3/23/99*

LANDLORD:

By: [Signature]

Title: Owner

[Acknowledgement of Lender]

STATE OF Illinois  
COUNTY OF DePage

The foregoing instrument was acknowledged before me this 11th day of March, 1999 by Michael Campanile, Vice President of Austin Bank of Chicago a Illinois corporation on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.



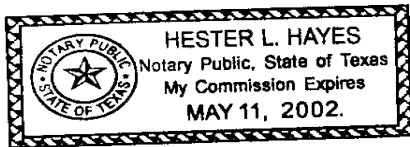
Desiree Nemmers  
Signature of Notary

Desiree Nemmers  
(Name of Notary Typed, Printed or Stamped)

[Acknowledgement By Tenant]

STATE OF TEXAS  
COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this 24th day of March, 1999 by BRUCE P BROWN, DIRECTOR OF REAL ESTATE ADMINISTRATION of BLOCKBUSTER INC., a Delaware corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



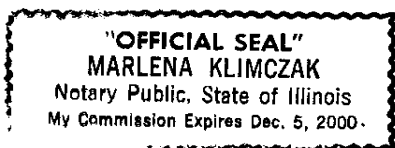
Hester L Hayes  
Signature of Notary

Hester L Hayes  
(Name of Notary Typed, Printed or Stamped)

[Acknowledgement of Landlord]

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 11th day of MARCH, 1999 by Lester Sawicki owner of 8151-8157 S. Cottage Grove. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.



Marlena Klimczak  
Signature of Notary

MARLENA KLIMCZAK  
(Name of Notary Typed, Printed and Stamped)

# UNOFFICIAL COPY

EXHIBIT "A-1"

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## Legal Description of the Shopping Center

LOTS 24, 25 AND 26 IN BLOCK 134 IN CORNELL, A SUBDIVISION IN THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office