



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



DEMISED PREMISES:
BLOCKBUSTER VIDEO #17418
Norridge Commons Shopping Center
7056 Forest Preserve Drive
Norridge, Illinois 60634

PIN# 13-18-318-017

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this the 27th day of April 1999, by and between BLOCKBUSTER, INC., a Delaware corporation ("Tenant") and LINCOLN NATIONAL LIFE INSURANCE COMPANY ("Lender") and LASALLE NATIONAL BANK, AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL TRUST, N.A., NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1974 AND KNOWN AS TRUST NO. 45786 ("Landlord").

RECITALS:

WHEREAS, Landlord executed a Lease dated as of _____, 19____, 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 10/12, 1995 and recorded on 10/12/1995 as Document 95713126, 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 this 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, as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. Should Lender become the owner of the Property, or should the Property be sold

ORIGINAL

sn
28
my
jm
67.50

UNOFFICIAL COPY

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 provided for in the Lease, provided that at the time of the commencement of any such foreclosure or other proceedings or at the time of any sale or exercise of other rights exercised by Lender (a) the term of the Lease shall have commenced pursuant to the provisions thereof; (b) Tenant shall be in possession of the Demised Premises; (c) the Lease shall be in full force and effect and (d) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be performed. 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. Tenant agrees to execute and deliver upon the request of Lender or any landlord or purchaser (a) any instrument or certificate which in the reasonable judgment of Lender, landlord or purchaser may be necessary in any such foreclosure proceeding or otherwise to evidence such attornment, and (b) an instrument or certificate regarding the status of the Lease, consisting of statements, if true, (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the date of the commencement of the term of the Lease, (iv) the nature of any amendments or modifications to the Lease, (v) that no default, or state of facts, which with the passage of time or notice would constitute a default, exists on the part of either party to the Lease, and (vi) the dates on which payments of percentage rentals (if any) are due under the terms of the Lease.

3. Notwithstanding any provision of the Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord) which has accrued prior to the date on which Lender shall become owner of the Property, or liable for any act or omission of any landlord/Landlord whether prior to or after such foreclosure or sale, or subject to any offsets or defense which have accrued prior to the date of foreclosure, provided, however, that if prior to the time Lender has succeeded to landlord's interest, Tenant gives Lender notice of the default by Landlord under the Lease at the same time as Tenant gives notice to Landlord, Lender shall be entitled, but shall not be obligated to remedy the default of the Landlord. (b) bound by any Rent that Tenant may have paid under the Lease more than one month in advance; (c) bound by any amendment or modification of the Lease hereafter made without Lender's prior written consent; (d) responsible for the return of any such security deposit delivered to Landlord under the Lease and not subsequently received by Lender; (e) bound by the consent to any assignment of the Lease or sublease of Tenant's interest in the Property without also obtaining Lender's prior consent.

In the event Landlord fails to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or void the Lease or to withhold any rent or other monetary obligations thereunder, for a period of thirty (30) days after receipt of such written notice by Lender, provided, however, that in the case of any default which cannot with diligence be cured within said thirty (30) day period, if Lender shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity.

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:

UNOFFICIAL COPY

TENANT: Blockbuster, Inc. #17418
The Renaissance Tower
1201 Elm Street
Dallas, TX 75270
Attention: Real Estate/Legal Dept.

with a copy to: Blockbuster, Inc. #17418
8320 South Madison Street
Burr Ridge, IL 60521
Attention: Lease Administrator

LANDLORD: LaSalle National Bank, as Successor Trustee to LaSalle
National Trust, N.A., not personally, but solely as Trustee
under Trust Agreement dated February 1, 1974 and known
as Trust No. 45786
c/o Joseph Freed & Associates
1400 S. Wolf Road, Building 100
Wheeling, Illinois 60090

LENDER: The Lincoln National Life Insurance Company
c/o Lincoln National Investment Management Company
200 East Berry Street
Fort Wayne, Indiana 46802

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. mail.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 casualty 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.

10. This Agreement shall be of no further force and effect and shall become null and void upon the recording in the applicable records of Lender's written release of the lien of the Deed of Trust.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

LENDER:

The Lincoln National Life Insurance Company,
An Indiana corporation
By Lincoln Investment Management, Inc.
Its Attorney-in-Fact

By: *Karen L. Surguine*
Name: Karen L. Surguine
Title: Second Vice President

TENANT:

Blockbuster Inc.,
a Delaware corporation

By: *Bruce P. Brown*
Name: Bruce P. Brown
Title: Director of Real Estate Administration

LANDLORD:

LaSalle National Bank, as Successor Trustee to
LaSalle National Trust, N.A., not personally, but
solely as Trustee under Trust Agreement dated
February 1, 1974 and known as Trust No. 45786

By: *Rosemary Collins*
Name: ROSEMARY COLLINS
Title: VICE PRESIDENT

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

[Acknowledgement of Lender]

STATE OF INDIANA

COUNTY OF ALLEN

The foregoing instrument was acknowledged before me this 9 day of March,
1999 by Karen L. Surguine, Second Vice President of
Lincoln Investment Management, Inc., Attorney-in-Fact for
The Lincoln National Life Insurance Company in Indiana corporation on behalf
of the corporation. He/she is personally known to me or has produced _____ as
identification and did/did not take an oath.

Julie A. Romine
Signature of Notary

(Name of Notary Typed, Printed or Stamped)

JULIE A. ROMINE
Notary Public
Resident of Allen County
My Commission Expires 03-01-2008

UNOFFICIAL COPY

Subordination, Non-Disturbance and Attornment Agreement
 This/LEASE is executed by LA SALLE NATIONAL BANK, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated February 1, 1974 and known as Trust No. 45786 at LA SALLE NATIONAL BANK to all provisions of which Trust Agreement this LEASE is expressly made subject. It is expressly understood and agreed that nothing herein or in said LEASE contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this Lease assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon premises. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, Harriet Denisevicz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rosemary Collins, the Vice President of LaSalle National Bank (land trustee) 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 she/he signed, sealed and delivered the said instrument, not personally but solely as trustee under a Trust Agreement dated February 1, 1974 and known as Trust No. 45786, and for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of March, 1999.



Harriet Denisevicz
 NOTARY PUBLIC

UNOFFICIAL COPY

[Acknowledgement By Tenant]

STATE OF TEXAS

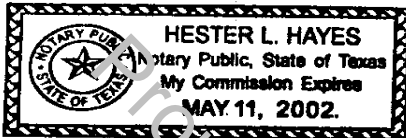
COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this 20th day of April, 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

(Name of Notary Typed, Printed or Stamped)



[Acknowledgement of Landlord]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____, _____ of _____ He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Signature of Notary

(Name of Notary Typed, Printed and Stamped)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

LOTS 1 THROUGH 12 INCLUSIVE IN NORRIDGE COMMONS SUBDIVISION, BEING A SUBDIVISION OF LOTS 9, 12, 13, 14, 15 AND PARTS OF LOTS 16 AND 17 IN FULLER'S SUBDIVISION, AND PART OF THE SOUTH WEST FRACTIONAL QUARTER NORTH OF THE INDIAN BOUNDARY LINE IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED DECEMBER 30, 1977 AS DOCUMENT NO. 24266265 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 5, 1980 AS DOCUMENT NO. 2563809 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office