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NON-DISTURBANCE AND ATTORNMENT AGREEMENT

PREPARED BY, RECORDING
REQUESTED BY AND
WHEN RECORDED RETURN TO:

Thomas J. Kelly
Pedersen & Houpt, P.C.
161 N. Clark Street
Suite 3100
Chicago, IL 60601



THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Non-Disturbance Agreement") is made and entered into this 16th day of February, 1999, by and among WINDSOR OUTDOOR, INC. ("Subtenant"); TRICONE BUILDING PARTNERS, an Illinois partnership ("Lender") and HERMAN HERTSBERG ("Landlord").

RECITALS:

WHEREAS, Lender has sold certain property to Landlord;

WHEREAS, Landlord has executed a Lease and Easement Agreement dated February 16, 1999 (the "Underlying Lease") of the Sign Parcel described on Exhibit A with Lender as Lessee, which is a portion of the property sold to Landlord described in the preceding paragraph;

WHEREAS, Lender as sublandlord executed a Sublease and Easement Agreement (the "Sublease") dated as of February 16, 1999 in favor of Subtenant, a memorandum of which may be recorded simultaneously herewith, of the Sign Parcel described on Exhibit A (said parcel of real estate is herein the "Property");

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WHEREAS, the Underlying Lease and the Sublease provided for certain easements encumbering the Retained Parcel described on Exhibit B;

WHEREAS, Landlord has executed two Trust Deeds with Chicago Title and Trust Company as Trustee of even date, recorded in the Records of Cook County, Illinois, each securing one Note payable to Bearer, one in the amount of \$489,600.00 and the other in the amount of \$92,400.00 payable upon the terms and conditions described therein. Such Trust Deeds and the Notes secured thereby and all related documents are herein the "Mortgages";

WHEREAS, Lender is authorized to execute this document and bind the holder of each Mortgage and the Notes secured thereby.

WHEREAS, said Mortgages by their terms are subject and subordinate to the Underlying Lease and the Sublease and this Non-Disturbance and Attornment Agreement and shall unconditionally be and remain at all times a lien or charge upon the property described therein, subordinate to the Sublease and to the leasehold estate and easements created by the Sublease and to this Non-Disturbance and Attornment Agreement; and

WHEREAS, the parties hereto desire to assure Subtenant's possession and control of the Property and Easements under the Sublease upon the terms and conditions therein and herein 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:

1. If the Underlying Lease is terminated, the Sublease and the leasehold estate and the easements created thereby shall continue in full force and effect as a direct lease between Landlord and Subtenant subject to the terms of the Sublease, upon and subject to all of the terms, covenants and conditions of the Sublease for the balance of the term thereof remaining, including any extensions therein provided. Subtenant does hereby agree to attorn to Landlord as its Landlord and Landlord agrees that it will accept such attornment.

2. Notwithstanding any other provision of this Non-Disturbance Agreement, Landlord shall not be (a) liable for any default of any sublandlord under the Sublease (including Lender), except that Landlord agrees to cure any default of the sublandlord thereunder that is continuing as of the date the Underlying Lease is terminated, within thirty (30) days from the date Subtenant delivers written notice to Landlord of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Landlord shall be permitted such additional time as is reasonably necessary to effect such cure, provided Landlord diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date the Underlying Lease is terminated, unless Subtenant shall have delivered to Landlord written notice of the default which gave rise to such offset or defense and permitted Landlord the same right to cure such default as permitted Lender under the Sublease; (c) bound by any Rent that Subtenant may have paid under the Sublease

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more than one month in advance; (d) bound by any amendment or modification of the Sublease hereafter made without Landlord's prior written consent; (e) responsible for the return of any security deposit delivered to Lender under the Sublease and not subsequently received by Landlord.

3. The Mortgages are and shall be subject and subordinate to the Underlying Lease, the Sublease and to this Non-Disturbance and Attornment Agreement.

4. Should Lender or the holder of any Note secured by a Mortgage become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce either of the Mortgages, 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, and notwithstanding any termination of the Underlying Lease, the Sublease and the leasehold estate and easements created thereby shall continue in full force and effect as a direct lease between the then owner of the Property and Subtenant, upon, and subject to, all of the terms, covenants and conditions of the Sublease for the balance of the term thereof remaining, including any extensions therein provided. Subtenant does hereby agree to attorn to Lender or to any such owner as its Landlord, and Lender hereby agrees that it or any such owner will accept such attornment.

5. If after default under either Mortgage, Lender sends written notice to Subtenant to direct its Rent payments under the Sublease to Lender as mortgagee instead of Landlord, then Subtenant agrees to follow the instructions set forth in such written instructions and deliver Rent payments to Lender; however, Landlord and Lender agree that Subtenant shall be credited under the Lease for any Rent payments sent to Lender pursuant to such written notice. Lender agrees for the benefit of the other parties, that no such notice to Subtenant shall be given unless there is a default under the Mortgage. Subtenant shall be permitted to follow such direction notwithstanding a violation of the preceding sentence and Landlord waives all claims with respect thereto.

6. If after termination of the Underlying Lease, Landlord sends written notice to Subtenant to direct its Rent payments under the Sublease to Landlord as its new Landlord instead of Lender, then Subtenant agrees to follow the instructions set forth in such written instructions and deliver Rent payments to Landlord; however, Landlord and Lender agree that Subtenant shall be credited under the Lease for any Rent payments sent to Landlord pursuant to such written notice. Landlord agrees for the benefit of the other parties, that no such notice to Subtenant shall be given unless the Underlying Lease is terminated. Subtenant shall be permitted to follow such direction notwithstanding a violation of the preceding sentence and Lender waives all claims with respect thereto.

7. Upon receipt of any notice under Section 5 or 6, Subtenant may comply with such notice. In the event that Subtenant receives conflicting notices under Section 5 and Section 6 above, Subtenant, at its election, may pay rental under the Sublease to either Lender or

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Landlord or into an escrow with Chicago Title and Trust Company or if such company no longer acts as escrow trustee to any other institution regularly acting as escrow trustee to be held subject to joint direction of the Landlord and Lender or order of Court. The Lender shall pay any reasonable costs incurred by Subtenant occasioned by such conflicting notices. Such payments shall satisfy Subtenant's obligation to pay rent under the Sublease to the extent of payments so made and shall constitute attornment to Lender and Landlord.

8. All notices which may or are required to be sent under this Non-Disturbance 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 parties by written notice given as set forth above:

Subtenant: Windsor Outdoor, Inc.
9950 West Lawrence
Schiller Park, Illinois 60176
Attn: James Caraher

with a copy to: Pedersen & Houpt, P.C.
161 N. Clark Street
Suite 3100
Chicago, Illinois 60601
Attn: Thomas J. Kelly

Landlord: Herman Heitsberg
3150 W. 36th Place
Chicago, IL 60632

with a copy to: Kimberley Ribordy
Adinamis & Ribordy
1411 Waukegan Road
Glenview, IL 60025

Lender: Tricone Building Partners
c/o Michael H. Lurie
Lurie & Unterberger, Ltd.
30 North LaSalle Street
Chicago, IL 60602

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

9. Said Mortgages and such Underlying Lease shall not cover or encumber and shall not be construed as subjecting in any manner to the Underlying Lease or to the lien of the Mortgages any of Subtenant's improvements or trade fixtures, equipment or other personal

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property at any time placed or installed in or at the Property. 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 the Sublease.

10. 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 either of the Mortgages.

11. 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 fees and costs.

12. Subtenant shall not be joined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under (a) any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in either of the Mortgages or (b) in the case of any default by Lender in its performance of the terms, covenants or conditions set forth in the Underlying Lease.

13. Lender shall give Subtenant notices under the Mortgages and Landlord and Lender shall give Subtenant notices under the Underlying Lease.

14. During the term of the Sublease, neither Landlord or Lender nor any person or entity controlling, controlled by or under common control with Landlord or Lender (or the successors of assigns of either) (collectively an "Affiliate") shall erect or permit to be erected any advertising signs or other structures that would obscure the view of Subtenant's sign from any highway, expressway, boulevard, avenue or other roadway on the Retained Parcel or other property owned by Lessor, Lender or any Affiliate and located within one mile of such sign.

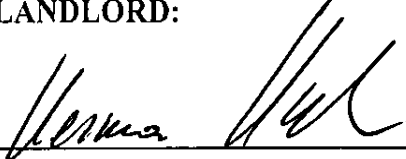
15. The waiver of Subrogation contained in Section 12 of the Underlying Lease shall inure to the benefit of Subtenant.

16. Lender shall provide Title Insurance to Subtenant insuring the Subtenant's rights under the Sublease in accordance with the priorities established hereby.

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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.


LANDLORD:



Herman Hertsberg

SUBTENANT

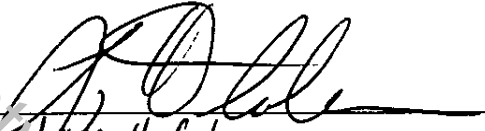
WINDSOR OUTDOOR, INC.

By: 

Name: _____
Title: **TERENCE J. MULVIHILL**
PRESIDENT

LENDER:

TRICONE BUILDING PARTNERS

By: 

Name: **Larry H. Cohen**
Title: **Partner**

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SUBTENANT'S ACKNOWLEDGMENT

State of Ill.)
) ss.
County of Cook)

The foregoing instrument was acknowledged before me on FEB 21 16, 1999, by James J. Melisick, President of Windsor Outdoor, Inc. on behalf of the Corporation.

Mary C. McKenzie
Notary Public



LENDER'S ACKNOWLEDGMENT

State of Illinois)
) ss.
County of Cook)

The foregoing instrument was acknowledged before me on March 7, 1999, by Larry H. Cohen, General Partner of Tricone Building Partners on behalf of such partnership.

Mark J. Unterberger
Notary Public

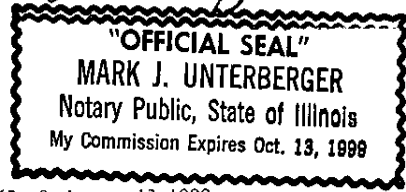


LENDER'S ACKNOWLEDGMENT

State of Illinois)
) ss.
County of Cook)

The foregoing instrument was acknowledged before me on March 15, 1999, by Herman Hertsberg.

Mark J. Unterberger Commission expires: _____
Notary Public



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EXHIBIT "A"

PARCEL 1 (INSIDE PORTION OF SIGN PARCEL)

THE NORTH 12 FEET OF THE WEST 12 FEET OF THE EAST 21 FEET OF LOT 42 IN BLOCK 6 IN ADAM SMITH SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2 (SIGN RIGHTS ABOVE BUILDING)

THE NORTH 80 FEET OF THE EAST 10 FEET OF LOT 41, THE NORTH 80 FEET OF LOT 42 AND THE NORTH 80 FEET OF THE WEST 5 FEET OF LOT 43 IN BLOCK 6 IN ADAM SMITH SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3 (ACCESS EASEMENT)

THAT PART OF LOTS 42 TO 44, BOTH INCLUSIVE, IN BLOCK 6 IN ADAM SMITH SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 44; THENCE NORTH ON THE EAST LINE OF SAID LOT 44, 67.00 FEET; THENCE WEST PARALLEL WITH AND 67.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 44, 59.00 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 44, 46.45 FEET, MORE OR LESS, TO A POINT 12.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 42; THENCE WEST PARALLEL WITH AND 12.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 42, 12.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 44, 58.45 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 44, 59.00 FEET; THENCE SOUTH 55.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 44; THENCE EAST ON THE SOUTH LINE OF SAID LOT 44, 12.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4 (UTILITY EASEMENT)

THE NORTH 12.00 FEET OF THE EAST 9.00 FEET OF LOT 42 AND THE NORTH 12.00 FEET OF LOTS 43 TO 46, INCLUSIVE, IN BLOCK 6 IN ADAM SMITH SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

LEGAL DESCRIPTION OF RETAINED PARCEL

Lots 34 to 46, both inclusive, but not including any portion of the vacated alleys adjacent to said lots, in block 6 in Adam Smith subdivision of the south $\frac{1}{2}$ of the north $\frac{1}{2}$ of the southwest $\frac{1}{4}$ and the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ section 36, township 39 north, range 13 east of the third principal meridian in Cook County, Illinois.

PIN: 16-36-305-003

ADDRESS: 3150 W. 36th Place
Chicago, IL 60632

Property of Cook County Clerk's Office

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