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2000-06-06 13:10:48
Cook County Recorder 29.50

RECORDATION REQUESTED BY:

**BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660**

WHEN RECORDED MAIL TO:

**BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660**

SEND TAX NOTICES TO:

**BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660**



**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE**

FOR RECORDER'S USE ONLY

LANDLORD'S CONSENT

THIS LANDLORD'S CONSENT is entered into among CERMAK PRODUCE #2, INC., FRANK MONDANE, PETER KANAVOS and PETER E. BARTZIS (referred to in this Agreement individually and collectively as "Borrower"), one or more of whose address is 4401 WEST ARMITAGE AVENUE, CHICAGO, IL 60639; BROADWAY BANK ("Lender"), whose address is 5960 N. BROADWAY, CHICAGO, IL 60660; and ASSOCIATED BANK-GLANDSTONE NORWOOD TRUST N/K/A LASALLE BANK NATIONAL ASSOCIATION U/T/A DATED 09/01/97 AS TRUST NUMBER 1964, AS TRUSTEE ("Landlord"), whose address is 5200 N. CENTRAL AVE, CHICAGO, IL 60630. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Landlord's Consent, as this Landlord's Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent from time to time.

Borrower. The word "Borrower" means individually and collectively CERMAK PRODUCE #2, INC., FRANK MONDANE, PETER KANAVOS and PETER E. BARTZIS and all other persons and entities signing Borrowers' Note.

Collateral. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures, including but not limited to ALL OF DEBTOR'S PROPERTY, WHEREVER LOCATED, WHETHER NOW OR HEREAFTER EXISTING, OWNED, LICENSED, LEASED (TO THE EXTENT OF DEBTOR'S LEASEHOLD INTEREST THEREIN), CONSIGNED (TO THE EXTENT OF DEBTOR'S OWNERSHIP INTEREST THEREIN), ARISING AND/OR ACQUIRED, INCLUDING WITHOUT LIMITATION ALL OF DEBTOR'S: (A) ACCOUNTS, CHATTEL PATTER, CONTRACT RIGHTS, LEASES, LEASEHOLD INTERESTS, LETTERS OF CREDIT, INSTRUMENTS, DOCUMENTS, PATENTS, COPYRIGHTS, TRADEMARKS, TRADE NAMES, BENEFICIAL INTERESTS AND GENERAL INTANGIBLES (SOMETIMES HERINAFTER INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "ACCOUNTS"), AND ALL GOODS WHOSE SALE, LEASE OR OTHER DISPOSITION BY DEBTOR HAVE GIVEN RISE TO ACCOUNTS AND HAVE BEEN RETURNED TO OR REPOSSESSED OR STOPPED IN TRANSIT BY DEBTOR; (B) CERTIFICATED AND UNCERTIFICATED SECURITIES, OTHER THAN MARKETABLE SECURITIES LISTED ON A NATIONAL

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06-05-2000

LANDLORD'S CONSENT

Page 2

Loan No

(Continued)

STOCK EXCHANGE; (C) GOOD, INCLUDING WITHOUT LIMITATION ALL CONSUMER GOODS, MACHINERY, EQUIPMENT, FARM PRODUCTS, FIXTURES AND INVENTORY; (D) DOCUMENTS AND INSTRUMENTS; (E) LIENS, GUARANTIES, AND OTHER RIGHTS, AND PRIVILEGES PERTAINING TO ANY OF THE COLLATERAL; (F) MONIES, RESERVES, DEPOSITS, DEPOSIT ACCOUNTS AND INTEREST OR DIVIDENDS THEREON, CASH AND CASH EQUIVALENTS; (G) HOUSEHOLD GOODS, INCLUDING BUT NOT LIMITED TO, APPLIANCES, AUDIO, VIDEO AND COMPUTER EQUIPMENT; (H) BOOKS, PICTURES, ART OBJECTS, ANTIQUES, STAMP, COIN, RECORD, TAPE, COMPACT DISC AND OTHER COLLECTIONS OR COLLECTIBLES; (I) FURS AND JEWELRY; (J) FIREARMS, AND SPORTS, PHOTOGRAPHIC AND OTHER HOBBY EQUIPMENT; (K) STOCK AND INTERESTS IN INCORPORATED AND UNINCORPORATED BUSINESSES, OTHER THAN MARKETABLE SECURITIES LISTED ON A NATIONAL STOCK EXCHANGE; (L) INTEREST IN PARTNERSHIPS OR JOINT VENTURES; (M) AUTOMOBILES, TRUCKS, TRAILERS AND OTHER VEHICLES; (N) BOATS, MOTORS AND ACCESSORIES; (O) PROPERTY NOW OR AT ANY TIME OR TIMES HEREAFTER IN THE POSSESSION OR UNDER THE CONTROL OF DEBTOR OR HIS BAILEE; (P) ALL BOOKS, RECORDS AND COMPUTER RECORDS IN ANY WAY RELATING TO THE COLLATERAL HEREIN DESCRIBED; (Q) ALL ACCESSIONS TO THE FOREGOING AND ALL SUBSTITUTIONS, RENEWALS, IMPROVEMENTS AND REPLACEMENTS OF AND ADDITIONS TO THE FOREGOING; AND (R) ALL PRODUCTS AND PROCEEDS OF THE FOREGOING, INCLUDING WITHOUT LIMITATION PROCEEDS OF INSURANCE POLICIES INSURING THE FOREGOING. NOTICE: PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN, THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTIOUS INTERFERENCE WITH SECURED PARTY'S RIGHTS BY SUCH ENCUMBRANCE. WHETHER ANY IF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO ANY OF THE FOREGOING; ALL PROCEEDS RELATING TO ANY OF THE FOREGOING (INCLUDING INSURANCE, GENERAL INTANGIBLES AND ACCOUNTS PROCEEDS).

Landlord. The word "Landlord" means ASSOCIATED BANK-GLANDSTONE NORWOOD TRUST N/K/A LASALLE BANK NATIONAL ASSOCIATION U/T/A DATED 09/01/97 AS TRUST NUMBER 1964, AS TRUSTEE. The term "Landlord" is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated May 1, 2000, between Landlord and Borrower.

Lender. The word "Lender" means BROADWAY BANK, its successors and assigns.

Loan. The word "Loan" means the loan, or any other financial accommodation, Lender has made or is making to Borrower.

Premises. The word "Premises" means the real property located in COOK County, State of Illinois, commonly known as 4401 W. ARMITAGE, CHICAGO, IL 60639, and legally described as:

LOTS 1 THROUGH 11, INCLUSIVE IN BLOCK 1 IN GROSS ARMITAGE AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS P.I.N. 13-34-304-001-0000, 13-34-304-002-0000, 13-34-304-003-0000, 13-34-304-304-0000, 13-34-304-005-0000 & 13-34-304-046-0000.

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BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

UNOFFICIAL COPY 00407234

06-05-2000

LANDLORD'S CONSENT

Loan No

(Continued)

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

Landlord further agrees that no modification of the lease dated May 1, 2000 made by Associated Bank-Gladstone Norwood Trust n/k/a LaSalle Bank National Association U/T/A dated September 1, 1997 as Trust # 1964, as Trustee and Cermak Produce # 2, Inc. shall occur without the written consent of Broadway Bank.

UNOFFICIAL COPY 00407234

06-05-2000
Loan No

LANDLORD'S CONSENT
(Continued)

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED JUNE 5, 2000.

BORROWER:

CERMAK PRODUCE #2, INC.

By: 
FRANK MONDANE, VICE PRESIDENT

By: 
PETER K. NIVOS, TREASURER

By: 
PETER E. BARZ, SECRETARY

LANDLORD:

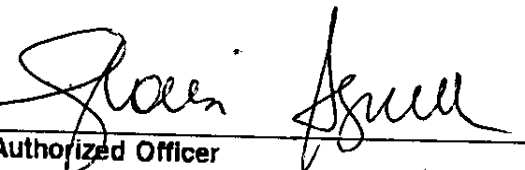
ASSOCIATED BANK-GLANDSTONE NORWOOD TRUST N/K/A LASALLE BANK NATIONAL ASSOCIATION U/T/A DATED 09/01/97 AS TRUST NUMBER 1964, AS TRUSTEE and not personally

X 
Landlord's Signature

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LENDER:

BROADWAY BANK

By: 
Authorized Officer

City of Cook County Clerk's Office

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LANDLORD'S CONSENT (Continued)

06-05-2000
Loan No

Page 5

This Landlord's Consent prepared by: X _____

Name of Signer: _____

LENDER ACKNOWLEDGMENT

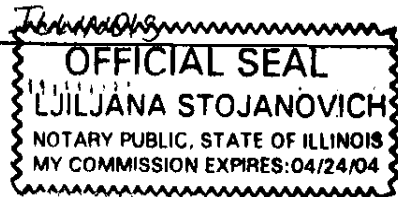
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 5TH day of JUNE, 2000, before me, the undersigned Notary Public, personally appeared GLORIA SGUROS and known to me to be the V.P. SENIOR LOAN OFFICER, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Liljana Stojanovich Residing at Redwood Hills

Notary Public in and for the State of ILLINOIS

My commission expires 4/24/04



CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 5TH day of JUNE, 2000, before me, the undersigned Notary Public, personally appeared FRANK MONDANE, VICE PRESIDENT; PETER KANAVOS, TREASURER; and PETER E. BARTZIS, SECRETARY of CERMAK PRODUCE #2, INC., and known to me to be authorized agents of the corporation that executed the Landlord's Consent and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By Louis Aguirre Residing at ILLINOIS

Notary Public in and for the State of ILLINOIS

My commission expires 6/10/2001

