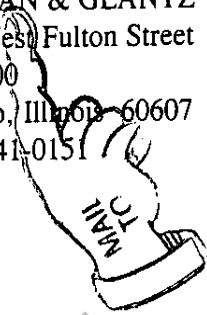


This instrument prepared by  
(and return after recording to):

**UNOFFICIAL COPY** 0014342

8355/0052 49 001 Page 1 of 12  
2001-01-05 12:24:27  
Cook County Recorder 43.50

Robert W. Glantz, Esquire  
SHAW GUSSIS DOMANSKIS  
FISHMAN & GLANTZ  
1144 West Fulton Street  
Suite 200  
Chicago, Illinois 60607  
(312) 541-0151



00-0103A  
**THIS CONSENT AND AGREEMENT** (this "Agreement"), is made as of the 28<sup>th</sup> day of December, 2000, by and among **TAXI GASOLINE VENTURE, L.L.C.**, an Illinois limited liability company ("Borrower"), **CHECKER TAXI ASSOCIATION, INC.**, an Illinois corporation ("Landlord"), and **THE MID-CITY NATIONAL BANK**, an Illinois banking corporation ("Lender").

**RECITALS:**

A. Landlord and MTH, L.L.C., an Illinois limited liability company (the "Fee Owner") have enter into that certain ground lease dated April 30, 1997 (the "Master Lease") demising and leasing the subject premises located in the City of Chicago, Cook County, Illinois commonly known as 1121 S. Jefferson, Chicago, Illinois as such underlying real estate is more fully described in **Exhibit A** (the "Premises") for a term beginning October 1, 1997 and ending May 31, 2012, unless extended pursuant to the option of Landlord until May 31, 2028;

B. Borrower and Landlord have entered into that certain Sublease dated September 2, 1997 by and between Landlord, as "Sublessor," and Borrower, as "Sublessee," a Memorandum Of Lease of which was recorded as Document No. 98770380 (the "Lease"); as amended by Amendment to Sublease dated March 1, 1999 for a term beginning October 1, 1997 and ending May 31, 2012, unless extended pursuant to the option of Borrower until May 31, 2028, demising and leasing a portion of the Premises [such portion of the Premises and the improvements located thereon shall hereinafter be collectively referred to as the "Property"];

C. Lender has agreed to loan to Borrower the principal amount of **ONE MILLION THREE HUNDRED THOUSAND FIFTY AND NO/100 DOLLARS (\$1,350,000.00)** (the "Loan") for the purpose of refinancing the debt currently secured by, among other things, Borrower's interest in the Sublease and the Property.

D. Borrower has executed and delivered to Lender a certain Promissory Note (the "Note") of even date herewith payable to the order of Lender in the original principal amount of \$1,350,000.00. The Note is secured by, *inter alia* a mortgage lien and security interest created by a certain Leasehold Mortgage and Security Agreement (the "Mortgage") a certain guaranty, UCC Financing Statements and certain other loan and/or security documents [the Note, Mortgage,

UCC Financing Statements and other loan and/or security documents are collectively referred to herein as the "Loan Documents"].

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E. It is a condition of Lender making the Loan that Landlord enter into this Agreement. This Agreement is being entered into by Landlord, at the request of Borrower and Lender, in order to acknowledge Landlord's consent to the Mortgage and the lien crested thereby and to set forth certain other terms, provisions and conditions of Lender prior to making the Loan.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Consent to Mortgage: Agreement Regarding Remedies.** Landlord hereby consents to the Mortgage and the Assignment of Rents and agrees that upon the occurrence of any default or event of default by Borrower under the Sublease, which default or event of default is not cured with any applicable grace or cure period expressly provided for in the Sublease, or the failure of Borrower to properly exercise the option to extend the term of the Sublease, the Sublease shall nonetheless continue in full force and effect in accordance with their respective terms, and Landlord shall not exercise any rights or remedies available to Landlord under the Sublease upon the occurrence of any such default or event of default or failure to exercise said option, including without limitation, any right to terminate any of the Sublease, unless Landlord provides Lender sixty (60) days written notice during which time said default or event of default may be cured or option to extend the term of the Sublease exercised by Lender, or during which time, if said default is a non-monetary default, Lender may commence to cure said default or event of default and diligently pursue the cure of same. Nothing contained herein shall obligate Lender to perform Borrower's obligations and liabilities under the Sublease.

2. **Representations, Acknowledgments and Agreements by Landlord.** Landlord represents, acknowledges and agrees that:

(a) the Sublease is in full force and effect, unamended, and has not been canceled or terminated, and neither Landlord, nor to the best of Landlord's knowledge, Borrower is in default thereunder;

(b) Landlord agrees that it shall not enter into any amendment or modification to the Sublease, without the prior written consent of Lender, nor shall Landlord accept a surrender or termination of the Sublease without Lender's prior written consent;

(c) Landlord agrees to promptly deliver to Lender copies of any written notices or demands given by Landlord to Borrower pursuant to the Sublease;

(d) the Master Lease is in full force and effect, unamended, and has not been canceled or terminated, and neither Landlord, nor to the best of Landlord's knowledge, Fee Owner is in default thereunder;

(e) Landlord agrees that it shall not enter into any amendment or modification to the Master Lease which shall have an effect upon the Sublease or the Property, without the prior written consent of Lender, nor shall Landlord surrender or terminate the Master Lease without Lender's prior written consent;

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(f) Landlord agrees to promptly deliver to Lender copies of any written notices or demands given by Landlord to Fee Owner, or by Fee Owner to Landlord pursuant to the Master Lease;

(g) Landlord hereby waives for himself and his successors and assigns, in the event of a foreclosure by Lender of the Mortgage, any equitable right otherwise available in respect to marshaling of assets under the Mortgage, so as to require the separate sales of the leasehold estate and any other collateral securing the Loan or to require Lender to exhaust its remedies as against any other collateral, guaranties or other parties before proceeding against the leasehold estate, and further, in the event of such foreclosure, Landlord hereby expressly consents to and authorizes, at the option of Lender, the sale either separately or together of the leasehold estate and any other collateral securing the Loan.

(h) Landlord hereby agrees that at such time as the Loan is repaid, Landlord will enter into an agreement with any new mortgage lender for the Property containing the same substantive terms and provisions as are contained in this Agreement.

3. **Notices** : Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given either on the date delivered, if personally delivered, on the next business day if transmitted by telecopier, or two business days subsequent to the date when mailed if mailed by certified mail, return receipt requested, postage prepaid, addressed or otherwise transmitted as follows:

To Landlord: 845 West Washington Street  
Chicago, Illinois  
Attn: John Moberg

With a copy to: Wayne R. Hannah, Jr., Esq.  
Sonnenschein Nath & Rosenthal  
8000 Sears Tower  
Chicago, IL 60606

To Lender: The Mid-City National Bank  
801 West Madison Street  
Chicago, IL 60607  
Attention: Brian S. Griffin

with a copy to: SHAW GUSSIS DOMANSKIS FISHMAN & GLANTZ  
1144 West Fulton Street  
Suite 200  
Chicago, Illinois 60607  
Attention: Robert W. Glantz, Esq.  
Telecopier No.: (312) 541-0155

To Borrower: 7420 Quincy  
Willowbrook, IL 60521  
Attention: John Terzakis

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Any party, at any time and from time to time (by providing notice to the other parties in the manner set forth above), may designate a different address, person or telecopier number to whom such notices may be sent; provided, however, that such notice of change shall not be deemed given until actually received by the appropriate recipient.

4. **Binding Effect.** The covenants, agreements, terms, conditions, rights and options contained in this Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their successors and permitted assigns, and all persons claiming by, through or under any of them. This Agreement shall be binding on and run with the Land.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6. **Non-Waiver.** No consent or waiver, either express or implied, by any party hereto, to or of any breach or default by any other party hereto shall ever be deemed or construed to be a consent to or a waiver of any other breach or default of the same obligation or any other obligation of such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act by any other party hereto, which act or failure to act has or may result in such a breach or default, or failure by any party to declare other party in breach or default, irrespective of how long such breach or default continues, shall constitute neither a waiver by such non-complaining party of any of its rights hereunder nor a consent to any such act or failure to act.

7. **Captions.** The titles and headings of the articles, paragraphs and subdivisions hereof have been inserted for convenience of reference only. In no manner shall such titles and headings alter, define, construe, modify, limit or extend the text of such articles, paragraphs and subdivisions or their intent or scope.

8. **Enforcement Costs.** In the event suit or other court action is instituted to enforce any of the provisions of this Agreement, or to protect the interests of any party hereunder, the prevailing party in any such suit or court action shall be entitled to recover all reasonable costs, expenses and attorneys' fees incurred in connection with such suit or court action.

9. **Conflicts with Sublease.** In the event of any conflict, inconsistency or discrepancy between any term or provision of this Agreement and any term or provision of the Lease, the term or provision of this Agreement shall prevail.

10. **Further Assurances.** The parties hereto agree to execute all additional documents and instruments which any other party may reasonably require in order to effectuate the terms and provision of this Agreement.

11. **Non-Recourse Against Lender.** Notwithstanding anything contained herein to the contrary, Lender shall have no personal liability to perform any express or implied covenant, condition or obligation under the Sublease and this Agreement, all such liability, if any, being expressly waived by every person or entity, now or hereafter claiming any right, title or interest under this Agreement; recourse by Landlord against a Lender under the Sublease and this Agreement shall be limited to the interest of Lender in the Property.

12. **Partial Invalidity.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by

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a court of competent jurisdiction such invalidity, illegality or unenforceability shall at the option of Lender, not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

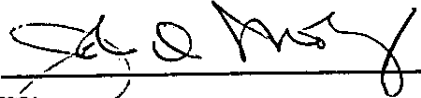
13. **Counterparts.** This Agreement may be fully executed in multiple counterparts, all of which shall be deemed original and with the same effect as if all parties hereto had signed the same document.

**IN WITNESS THEREOF**, the parties have duly executed this Agreement as of the date first above written.

**THE MID-CITY NATIONAL BANK**, an Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CHECKER TAXI ASSOCIATION, INC.**, an Illinois corporation

By:   
Name: \_\_\_\_\_  
Its: PRESIDENT

**TAXI GASOLINE VENTURE, L.L.C.**, an Illinois limited liability company

By: **CHICAGO GASOLINE DISTRIBUTION, INC.**, an Illinois corporation, its managing member

By: \_\_\_\_\_  
Name: John Terzakis  
Its: Vice President

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a court of competent jurisdiction on such invalidity, illegality or unenforceability shall at the option of Lender, not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

13. **Counterparts.** This Agreement may be fully executed in multiple counterparts, all of which shall be deemed original and with the same effect as if all parties hereto had signed the same document.

**IN WITNESS THEREOF**, the parties have duly executed this Agreement as of the date first above written.

**THE MID-CITY NATIONAL BANK**, an Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CHECKER TAXI ASSOCIATION, INC.**, an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TAXI GASOLINE VENTURE, L.L.C.**, an Illinois limited liability company

By: **CHICAGO GASOLINE DISTRIBUTION, INC.**, an Illinois corporation, its managing member

By: \_\_\_\_\_  
Name: John Teszakis  
Its: Vice President

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8. **Enforcement Costs.** In the event suit or other court action is instituted to enforce any of the provisions of this Agreement, or to protect the interests of any party hereunder, the prevailing party in any such suit or court action shall be entitled to recover all reasonable costs, expenses and attorneys' fees incurred in connection with such suit or court action.

9. **Conflicts with Sublease.** In the event of any conflict, inconsistency or discrepancy between any term or provision of this Agreement and any term or provision of the Lease, the term or provision of this Agreement shall prevail.

10. **Further Assurances.** The parties hereto agree to execute all additional documents and instruments which any other party may reasonably require in order to effectuate the terms and provision of this Agreement.

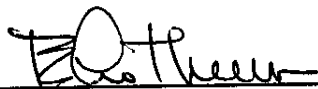
11. **Non-Recourse Against Lender.** Notwithstanding anything contained herein to the contrary, Lender shall have no personal liability to perform any express or implied covenant, condition or obligation under the Sublease and this Agreement, all such liability, if any, being expressly waived by every person or entity, now or hereafter claiming any right, title or interest under this Agreement; recourse by Landlord against a Lender under the Sublease and this Agreement shall be limited to the interest of Lender in the Property.

12. **Partial Invalidity.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall at the option of Lender, not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

13. **Counterparts.** This Agreement may be fully executed in multiple counterparts, all of which shall be deemed original and with the same effect as if all parties hereto had signed the same document.

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the date first above written.

THE MID-CITY NATIONAL BANK, an Illinois banking corporation

By:   
Name: THOMAS E. PROTHERO  
Its: SENIOR VICE PRESIDENT

CHECKER TAXI ASSOCIATION, INC, an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

TAXI GASOLINE VENTURE, L.L.C., an Illinois limited liability company

[By: CHICAGO GASOLINE DISTRIBUTION, INC., an Illinois corporation, its managing member]


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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

**UNOFFICIAL COPY**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **John Terzakis**, the Vice President of **CHICAGO GASOLINE DISTRIBUTION, INC.**, an Illinois corporation, the managing member of **TAXI GASOLINE VENTURE, L.L.C.**, an Illinois limited liability company (the "Company"), 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 he executed the said instruments as his free and voluntary act, and on behalf of the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28<sup>th</sup> day of December, 2000.

  
\_\_\_\_\_  
Notary Public

My Commission expires:



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STATE OF ILLINOIS ) UNOFFICIAL COPY

) SS

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS E. BROTHERS, the SENIOR VP of THE MID-CITY NATIONAL BANK ("Lender"), who is personally known to me to be the same person whose name is subscribed to the for egoing instrument appeared before me this day in person and acknowledged that HE signed and delivered the said instrument as HIS own free and voluntary act as SNP of Lender and as the free and voluntary act of Lender for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28 day of December, 2000.



Noemi Colon  
Notary Public

Property of Cook County Clerk's Office

10014342

STATE OF ILLINOIS

UNOFFICIAL COPY

) SS:

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Moberg, the President of CHECKER TAXI ASSOCIATION, INC., an Illinois corporation (the "Company"), 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 he executed the said instruments as his free and voluntary act, and on behalf of the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28<sup>th</sup> day of December, 2000.

Angie R. Hannabek  
Notary Public

My Commission expires:

June 9, 2007

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## EXHIBIT A

### LEGAL DESCRIPTION

SUB-LEASEHOLD INTEREST OF TAXI GASOLINE VENTURE, L.L.C. UNDER AND BY VIRTUE OF LEASE DEMISING SUBJECT LAND FOR A PERIOD BEGINNING OCTOBER 1, 1997 AND ENDING MAY 31, 2012, AND OF ALL PERSONS CLAIMING THEREUNDER, INCLUDING JUDGEMENT AND DECREE CREDITORS, IF ANY, MEMORANDUM OF LEASE RECORDED AS DOCUMENT 98770380, AS AMENDED, IN AND TO THE FOLLOWING PREMISES:

#### PARCEL 1:

LOTS 31, 32, 33, 34, 35 (EXCEPT THE WEST 20 FEET TAKEN FOR STREET WIDENING), LOT 36 AND PARTY OF LOT 37, TOGETHER WITH PARTS OF VACATED ALLEYS IN THE SUBDIVISION OF BLOCK 37 IN SCHOOL SECTION ADDITION TO CHICAGO;

ALSO

THAT PART OF LOT 1, LOT 2, 3, 4, 5 AND 6 (EXCEPT THE WEST 20 FEET OF SAID LOTS 3, 4, 5 AND 6 TAKEN FOR STREET WIDENING). TOGETHER WITH A PART OF THE VACATED ALLEY IN THE SUBDIVISION OF LOTS 15, 16 AND 17 IN BLOCK 38 IN SCHOOL SECTION ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT OF THOSE LOTS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH JEFFERSON AVENUE AS WIDENED AND THE NORTH LINE OF WEST GRENSHAW STREET;

THENCE NORTH 89 DEGREES 01 MINUTES 30 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH JEFFERSON STREET AS WIDENED, A DISTANCE OF 238.34 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 22 SECONDS EAST, ALONG THE SOUTH LINE OF WEST DE KOVEN STREET, A DISTANCE OF 133.92 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 238.37 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 50 SECONDS WEST, ALONG SAID NORTH LINE OF WEST GRENSHAW STREET, A DISTANCE OF 134.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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CONTAINING 31,930.6 SQUARE FEET OR 0.7330 ACRES, MORE OR LESS.

**PARCEL 2:**

EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCEL 1 AS CREATED BY AMENDMENT TO SUBLEASE OVER AND UPON:

THE SOUTH 25 FEET OF THE NORTH 72 FEET OF THE EAST 186.25 FEET OF THE FOLLOWING DESCRIBED LOTS:

LOT 1 IN THE SUBDIVISION OF LOTS 15, 16 AND 17 IN BLOCK 38 IN SCHOOL SECTION ADDITION TO CHICAGO;

AND ALSO

LOTS 18, 19, 20 AND 21 IN SUBDIVISION OF BLOCK 14, 15, 16, 28, 33, 34, 35, 38, 39, 40, 54, 57, 58, 59, 62, 63 AND 64 IN SCHOOL ADDITION TO CHICAGO, ALL IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

17-16-328-020+027

ADDRESS:

1121 S. JEFFERSON  
CHICAGO, IL

10014342