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Transaction No. 2004596
Schedule No. 003 and 004
Administrator: Liam Bayly

(FM N) - (L
Debtor: Mortgagee's Agreement and Waiver by
Juris: Recorder of Deeds, Cook County, IL

Lessee/Borrower B & J, L.L.C.
Premises 2125 Gardner Road **0010251709**
Broadview, IL 60153
1159/0115 90 001 Page 1 of 2
2001-03-29 12:28:10
Cook County Recorder 43.50

MORTGAGEE'S AGREEMENT AND WAIVER



Lessee/Borrower has applied to General Electric Capital Business
Corporation ("GE CAPITAL") for financing or leasing of the following described equipment
("Equipment"):

All equipment now owned or hereafter acquired by debtor, including but not limited
to manufacturing production line equipment and machinery together with all accessions,
attachments and additions thereto and replacements thereof.

Lessee/Borrower intends to locate the Equipment on the Premises legally
described as follows:

Parcel 1: That part of Lot 16 lying West of the West right-of-way line of Indiana Harbor Belt
Railroad Company (except the South 646.07 feet thereof) in School Trustee's Subdivision of
Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County,
Illinois.

Parcel 2: The South 646.07 feet of that part of Lot 16, lying West of the West right-of-way of
Indiana Harbor Belt Railroad Company (except that part taken for Roosevelt Road) in the School
Trustee's Subdivision of Section 16, Township 39 North, Range 12 East of the Third Principal
Meridian, in Cook County, Illinois.

GE CAPITAL is willing to enter into said transaction only if Mortgagee subordinates and
waives as to GE CAPITAL any claims, demands or rights Mortgagee may have or hereafter
acquire with respect to the Equipment.

1 Subject to the terms hereof, Mortgagee by this agreement does hereby
waive and relinquish to GE CAPITAL, its successors and assigns, all rights, claims and demands
of every kind against the Equipment now located or to be located on the above Premises,
including but not limited to the right of foreclosure, which Mortgagee now has or may hereafter
acquire on any of the Equipment.

2. Mortgagee agrees that the Equipment shall at all times be considered to
be personal property and shall not constitute a fixture or become part of the Premises.
Mortgagee agrees that GE CAPITAL may remove the Equipment from the Premises at all
reasonable times.

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3 This Agreement and Waiver shall be binding upon successors of Mortgagee and shall inure to the benefit of the successors and assigns of GE CAPITAL.

4 This Agreement and Waiver may be recorded at any time by GE CAPITAL, its successors and assigns.

IN WITNESS WHEREOF, the undersigned Mortgagee has executed this Agreement and Waiver this 23rd day of August 2000.

[CORPORATE SEAL]

MORTGAGEE NAME (Please Print):
Merrill Lynch Business Financial Services, Inc.

Attest:

By:
Its:

Daniel J. McHugh
Vice President

Address:

222 N. LaSalle St. 17th Floor
Chicago, IL 60601

Phone:

312-269-4425

ACKNOWLEDGMENT

STATE OF

IL

COUNTY OF

COOK

On this 23rd day of August, 2000, before me, a Notary Public, personally appeared Daniel J. McHugh, and _____, to me known to be the Vice President and Business Financial Services, respectively, of Merrill Lynch who executed the foregoing instrument and acknowledged the said instrument was the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

[NOTARIAL SEAL]

Jandy Sanz

NOTARY PUBLIC in and for the State of _____

residing at 222 N. LaSalle St 17th Floor, Chicago, IL 60601

My commission expires 03/28/2004