



Doc#: 0402142000  
Eugene "Gene" Moore Fee: \$54.00  
Cook County Recorder of Deeds  
Date: 01/21/2004 07:33 AM Pg: 1 of 4

## MORTGAGEE'S CONSENT

FOR VALUABLE CONSIDERATION, General Electric Capital Business Asset Funding Corporation ("Mortgagee"), mortgagee of the premises (the "Premises") known as:

600 West Kinzie Street  
Chicago, Illinois

legally described as set forth in Exhibit A attached hereto and made a part hereof, which are now occupied in whole or in part, by The Blommer Chocolate Company ("Borrower"), hereby agrees with M&I Marshall & Isley Bank, as agent for a group of lenders to Borrower (together with its successors and assigns, "Secured Party") as follows:

1. Mortgagee is the mortgagee under the Commercial Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated August 14, 2003 made by the Borrower as mortgagor (as amended, modified or restated from time to time, the "Mortgage"). The Mortgage was recorded in the mortgage records of Cook County, Illinois as document number 0323219069.
2. Mortgagee understands that pursuant to various loan agreements and other agreements between Borrower and Secured Party (collectively, the "Secured Party Loan Documents"), Secured Party has a lien and security interest in all personal property of Borrower, including, without limitation, all equipment and inventory of Borrower used or useful in the furtherance of Borrower's business and all books and records relating thereto (collectively, but excluding any "Property" as defined in the Mortgage as in effect on the date hereof, the "Collateral").
3. Mortgagee hereby waives each and every right which Mortgagee now has, or may hereafter have, under any applicable law, by virtue of the Mortgage or otherwise, to seize, levy or distraint upon as security for the indebtedness secured by the Mortgage, in arrears, in advance or both, or to claim or assert title to, the Collateral which is already on the Premises, or which may hereafter be delivered or installed thereon, or which may hereafter become subject to a security interest in favor of Secured Party.
4. Mortgagee agrees that (a) all of the Collateral shall remain personal property notwithstanding the manner or mode of the attachment, if any, of the Collateral to the aforementioned realty; and (b) none of the Collateral shall become fixtures.
5. Mortgagee recognizes and acknowledges that any claim that Secured Party has or may hereafter have against the Collateral by virtue of the Secured Party Loan Documents or any security instrument is superior to any lien or claim of any nature which Mortgagee now has or may hereafter have to the Collateral by statute, agreement or otherwise.
6. Mortgagee warrants that Mortgagee is the holder of the Mortgage.

In the event of default by Borrower in the payment of any indebtedness to Secured Party, or in the performance of any of the terms and conditions of any of the Secured Party Loan Documents, or if Secured Party deems it necessary to protect its interest, Secured Party, its agents or assigns

# UNOFFICIAL COPY

may enter upon the Premises and take possession of and remove the Collateral or any part thereof from the Premises, in accordance with the terms and conditions of the Secured Party Loan Documents. Mortgagee will make no claim whatsoever to the Collateral. In the event of any such default by Borrower, and if Secured Party chooses to take any action permitted hereunder to protect its interest, Mortgagee agrees that, at Secured Party's option, the Collateral may remain upon the Premises for a period of 45 days after the receipt by Secured Party of a written notice from Mortgagee (or any applicable successor or assign thereof) certifying that Mortgagee (or such successor or assign) has acquired title to the Premises and directing removal of the Collateral. Any structural damage to the Premises caused by Secured Party's removal of the Collateral shall be repaired by Secured Party at its expense.

8. Secured Party may, without affecting the validity of this Mortgagee's Consent, extend the times of payment of any indebtedness of Borrower to Secured Party, or the performance of any of the terms and conditions of any of the Secured Party Loan Documents, and may increase the amount of the indebtedness secured by the Collateral, without the consent of Mortgagee and without giving notice thereof to Mortgagee.

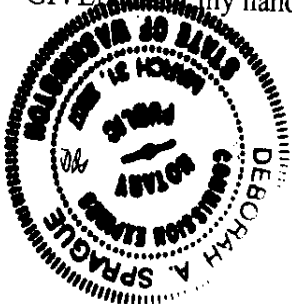
9. In the event of any default by Borrower under the Mortgage, Mortgagee agrees to accept any cure tendered or performed by Secured Party within the time specified in the Mortgage. Upon completion of any such cure by Secured Party, Borrower or any other party, Mortgagee agrees that the Mortgage will continue in full force and effect in accordance with its terms. Notwithstanding anything herein to the contrary, Secured Party shall have no obligation to cure any such default.

10. This Mortgagee's Consent shall inure to the benefit of Secured Party and its successors and assigns and shall be binding upon the successors and assigns of Mortgagee and all purchasers, mortgagees or other assignees or transferees of the Mortgage or the Premises.

## UNOFFICIAL COPY

SIGNED AND DELIVERED this 26<sup>th</sup> day of November, 2003.GENERAL ELECTRIC CAPITAL BUSINESS ASSET  
FUNDING CORPORATION, a Delaware corporationBy   
Its: Gary Welch  
Vice PresidentAcknowledged and Agreed to by:  
M&I MARSHALL & ILSLEY BANK, as AgentBy   
Its: Vice PresidentACKNOWLEDGMENTSTATE OF WASHINGTON )  
) SS  
COUNTY OF KLUG )

I, DEBORAH A. SPRAGUE, Notary Public in and for and residing in said County and State, HEREBY CERTIFY THAT GARY WELCH,  
VICE PRESIDENT of General Electric Capital Business Asset Funding Corporation, a Delaware corporation, 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 [s]he signed and delivered said instrument as [her][his] own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26<sup>th</sup> day of November, 2003Deborah Sprague  
Notary PublicMy Commission Expires: 3-31-07THIS INSTRUMENT PREPARED BY  
Anthony C. Marino, Esq.  
Quarles & Brady, LLP  
411 East Wisconsin Avenue  
Milwaukee, WI 53202

**UNOFFICIAL COPY****EXHIBIT "A"****Legal Description****PARCEL 1:**

SUB-LOTS 1, 2, 3, 4, 5, 6 AND 7 IN SMITH'S SUBDIVISION OF LOTS 7 AND 8 IN BLOCK 59 IN RUSSELL MATHER AND ROBERT'S ADDITION TO CHICAGO, AND THE NORTH 8 FEET OF LOT 7 IN BLOCK 59 IN RUSSELL MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE VACATED ALLEYS LYING ADJACENT TO AND ABUTTING SAID LOTS.

**PARCEL 2:**

LOTS 5, 6, 13, 14, 15, 16, THE SOUTHERLY 32 FEET OF LOT 12, THE SOUTHERLY 22 FEET OF THE EASTERLY 55 FEET AND THE WESTERLY 95 FEET OF LOT 4, ALL IN BLOCK 59 OF RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE VACATED ALLEYS LYING ADJACENT TO AND ABUTTING SAID LOTS

**PARCEL 3**

LOTS 5, 6, 7, AND 8, IN BLOCK 60 IN RUSSELL, MATHER & ROBERT'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PORTION OF LOTS 7 AND 8 HERETOFORE CONVEYED TO CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF SAID LOT 8 AT A POINT 20 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 9 25 FEET ON A LINE PARALLEL WITH THE WEST LINE OF LOT 8; THENCE SOUTHEASTERLY TO A POINT ON A SOUTH LINE OF SAID LOT 8, A DISTANCE OF 45 89 FEET EAST OF THE SOUTHEAST CORNER OF SAID LOT 8; THENCE WEST ALONG SAID SOUTH LINE OF SAID LOT 8 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PIN: 17-09-111-009  
 17-09-111-016  
 17-09-111-015  
 17-09-111-008  
 17-09-107-010  
 17-09-107-009  
 17-09-107-008  
 17-09-107-007

When recorded return to:  
 Dina M. Frazier-Williams  
 30 N. LaSalle Street  
 Suite 310  
 Chicago, IL 60602

Property Address. 600 West Kinzie Street, Chicago, IL

BLOMMER CHOCOLATE - ILLINOIS