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RECORDATION REQUESTED BY:

Premier Bank
1210 Central Ave.
Wilmette, IL 60091



Doc#: 0502702183
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 01/27/2005 09:45 AM Pg: 1 of 8

WHEN RECORDED MAIL TO:

Premier Bank
1210 Central Ave.
Wilmette, IL 60091

SEND TAX NOTICES TO:

Premier Bank
1210 Central Ave.
Wilmette, IL 60091

FOR RECORDER'S USE ONLY

This Landlord's Consent to Assignment prepared by:

**PRIYANK DESAI, LOAN ADMINISTRATOR
PREMIER BANK
1210 CENTRAL AVENUE
WILMETTE, IL 60091**

LANDLORD'S CONSENT TO ASSIGNMENT

THIS LANDLORD'S CONSENT TO ASSIGNMENT is entered into among CERMAK PRODUCE NO 3 INC ("Borrower"), whose address is 4800 W DIVERSEY AVE, CHICAGO, IL 60639; Premier Bank ("Lender"), whose address is 1210 Central Ave., Wilmette, IL 60091, and 2820-30 NORTH CICERO LLC ("Landlord"), whose address is 4800 WEST DIVERSEY, CHICAGO, IL 60639. 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.

COLLATERAL DESCRIPTION. 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, equipment, accounts (including but not limited to all health-care insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property..

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

BOX 333-CT1

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LANDLORD'S CONSENT TO ASSIGNMENT
(Continued)

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.

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.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: 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.

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. 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 prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole

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(Continued)**

discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

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

Borrower. The word "Borrower" means CERMAK PRODUCE NO 3 INC and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Landlord. The word "Landlord" means 2820-30 NORTH CICERO LLC, and 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 December 31, 1996, between Landlord and Borrower. The Lease was recorded as follows: RECORDED MARCH 19, 1997 AS DOCUMENT NO 97189196.

Lender. The word "Lender" means Premier Bank, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Premises. The word "Premises" means the real property located in COOK County, State of Illinois, commonly known as 2820-30 NORTH CICERO/4800 W DIVERSEY, CHICAGO, IL 60639, and legally described as:

SEE ATTACHED LEGAL DESCRIPTION "SCHEDULE A" Property tax Identification number is 13-28-231-023/036/039/040/041-0000.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

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LANDLORD'S CONSENT TO ASSIGNMENT (Continued)

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT TO ASSIGNMENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 1, 2004.

BORROWER:

CERMAK PRODUCE NO 3 INC

By: 

GEORGE D. DERNIS, President of CERMAK PRODUCE NO 3 INC

LANDLORD:

2820-30 NORTH CICERO LLC

By: 

GEORGE D. DERNIS, Manager of 2820-30 NORTH CICERO LLC

LENDER:

PREMIER BANK

X 

Authorized Officer

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LANDLORD'S CONSENT TO ASSIGNMENT (Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF COOK)



On this 1st day of September, 2004 before me, the undersigned Notary Public, personally appeared **GEORGE D. DERNIS, President of CERMAK PRODUCE NO 3 INC**, and known to me to be an authorized agent of the corporation that executed the Landlord's Consent to Assignment 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 he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By Genar Henry Residing at _____

Notary Public in and for the State of Illinois

My commission expires 4-5-06

County Clerk's Office

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LANDLORD'S CONSENT TO ASSIGNMENT (Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)



On this 15th day of September, 2004 before me, the undersigned Notary Public, personally appeared **GEORGE D. DERNIS, Manager of 2820-30 NORTH CICERO LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Landlord's Consent to Assignment and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By [Signature] Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 4-5-06

County Clerk's Office

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LANDLORD'S CONSENT TO ASSIGNMENT

(Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
 COUNTY OF COOK)



On this 15th day of September, 2004 before me, the undersigned Notary Public, personally appeared ANASTASIA DEMETROPOULIS and known to me to be the PRESIDENT, 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 Gen R Henry Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 4-5-06

Cook County Clerk's Office

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EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20 IN BLOCK 4 IN FALCONER'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALL THAT PART OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOTS 6 TO 10, BOTH INCLUSIVE; LYING EAST OF THE EAST LINE OF LOT 11; LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 10 TO THE SOUTHEAST CORNER OF SAID LOT 11; AND LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 11, AND IN BLOCK 4 IN FALCONER'S SECOND ADDITION TO CHICAGO A SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2820-30 N CICERO, CHICAGO, IL 60641

PIN:

13-28-231-023-0000

13-28-231-036-0000

13-28-231-039-0000

13-28-231-040-0000

13-28-231-041-0000

Clerk of Cook County Clerk's Office