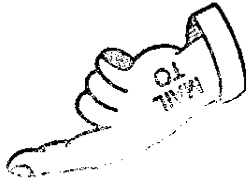


# UNOFFICIAL COPY

This instrument prepared by and after recording should be returned to:

FagelHaber LLC  
55 East Monroe Street  
40<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Victor A. Des Laurier, Esq.



PINs: 10-29-303-017-0000  
10-29-400-008-0000

Common Address: 7420 North Lehigh Avenue  
Niles, Illinois 60714



Doc#: 0503234151  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 02/01/2005 04:30 PM Pg: 1 of 7

## TENANT ESTOPPEL CERTIFICATE AND SUBORDINATION AGREEMENT

As of December 16, 2004

TO: JPMorgan Chase Bank, N.A.  
120 South LaSalle Street  
Chicago, Illinois 60603

Ladies and Gentlemen:

Nimlok Corporation, a Delaware corporation ("Tenant"), hereby acknowledges receipt of a copy of an executed Assignment of Rents and Lessor's Interest in Leases executed and delivered by Perutz Properties, LLC, an Illinois limited liability company ("Borrower"), to JPMorgan Chase Bank, N.A., a national banking association (the "Bank") (as amended, renewed, restated or replaced, the "Assignment of Rents and Leases"), assigning to the Bank, among other things, all of Mortgagor's right, title and interest in and to that certain Net Lease dated December 16, 2004, by and between Borrower and Tenant, and any renewals, extensions, modifications, amendments or substitutions thereto (collectively the "Lease") which provides for the lease to Tenant of the premises located at 7420 North Lehigh Avenue, Niles, Illinois 60714, and legally described on Exhibit "A" attached hereto (the "Property").

Tenant acknowledges and agrees that the Assignment of Rents and Leases is given as collateral security to secure, among other things, the full and timely payment of all now existing and hereafter arising extensions of credit, loans and other financial accommodations provided by the Bank to Borrower (collectively the "Financial Accommodations") and the full and prompt performance of all now existing and hereafter arising covenants, duties and agreements of Borrower to and with the Bank (the "Covenants") pursuant to certain loan documents, instruments and agreements executed and delivered by Borrower to the Bank from time to time (collectively the "Loan Documents"), including, without limitation, any mortgage executed and

**UNOFFICIAL COPY**

delivered by Borrower to the Bank encumbering the Property. In connection therewith, Tenant hereby acknowledges and agrees as follows:

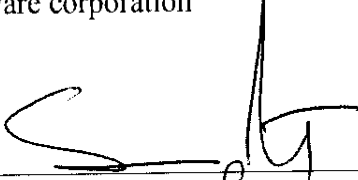
1. All rental payments under the Lease shall be paid as therein provided until Tenant has been otherwise notified by the Bank or the Bank's successors and assigns. Upon notice from the Bank demanding payment of all rent under the Lease, all payments which accrue under the Lease subsequent to such notice will be remitted by Tenant directly to the Bank at the address set forth above or such other address as the Bank shall specify in writing from time to time. Tenant shall have no responsibility to ascertain whether such assignment of rents is permitted under the Loan Documents. Borrower hereby waives any right, claim or demand it may now or hereafter have against Tenant by reason of such payment to the Bank, and any such payment to the Bank shall discharge the obligations of Tenant to Borrower to the extent of such payment.
2. No cancellation, modification, assignment, renewal, extension or amendment to the Lease or prepayment of more than one month's rent shall be made without the Bank's prior written consent and approval.
3. The Bank and its successors and assigns, assume no liability or obligations under the Lease, either by virtue of the Assignment of Rents and Leases or any receipt or collection of rents under the Lease.
4. Tenant will deliver to the Bank a copy of all notices Tenant serves on or receives from Borrower.
5. The Lease is in full force and effect, no rentals have been paid more than thirty (30) days in advance and Tenant has no claims against Borrower.
6. Tenant acknowledges and agrees that it has delivered to Borrower the security deposit set forth in the Lease.
7. No breach, default or event of default, whether by Borrower or Tenant, exists under the Lease. Tenant will not seek to terminate the Lease by reason of any act or omission of Borrower.
8. The Lease is and shall be subject and subordinate in all respects to the Loan Documents, including, without limitation, the Assignment of Rents and Leases, as security for, among other things, the Financial Accommodations and the Covenants, and subordinate to any renewal, consolidation, modification, substitution, amendment, replacement or extension thereof (collectively an "Amendment"), with the same force and effect as if the Loan Documents and all Amendments, if any, had been executed, delivered and/or recorded prior to the execution, delivery and/or recordation of the Lease.
9. Tenant will attorn to the purchaser at any foreclosure sale or the grantee in any conveyance in lieu of foreclosure as landlord of the Property, and Tenant will, upon written request of such purchaser or grantee, execute such instruments, documents and agreements as may be reasonably necessary or appropriate to evidence such attornment.
10. The Bank hereby acknowledges and agrees that upon the indefeasible payment and satisfaction in full of the Financial Accommodations and the Covenants, this Agreement will terminate and Borrower and Tenant shall thereafter be entitled to modify the terms of the Lease.

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year first above written.

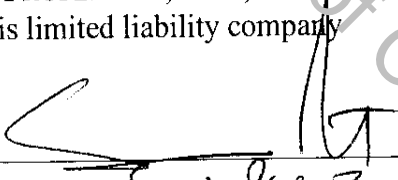
**TENANT:**

**NIMLOK CORPORATION,**  
a Delaware corporation

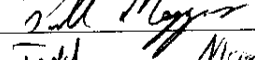
By:   
Name: Simo Perutz  
Title: PRESIDENT

Consented and agreed to  
as of the 16th day of December, 2004

**PERUTZ PROPERTIES, LLC,**  
an Illinois limited liability company

By:   
Name: Simo Perutz  
Title: MANAGER

**JPMORGAN CHASE BANK, N.A.,**  
a national banking association

By:   
Name: Todd Mcghee  
Title: Assistant Vice President

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) S.S.  
COUNTY OF Cook )

I, Ante P. Hanon a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Sumant K. Kulkarni, who is personally known to me to be the  
President of Nimlok Corporation, whose name is subscribed to the foregoing Tenant  
Estoppel Certificate and Subordination Agreement, appeared before me this day in person and  
acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary  
act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16 day of December, 2004.

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires:  
NOTARIAL SEAL  
ANTE P. HANON  
NOTARY PUBLIC  
STATE OF ILLINOIS  
JAN 12 2008

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) S.S.  
COUNTY OF Cook )

I, Clinton F. Hansen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Todd Meyer, who is personally known to me to be a Asst. V.P. of JPMORGAN CHASE BANK, N.A., subscribed to the foregoing Tenant Estoppel Certificate and Subordination Agreement, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16 day of Dec., 2004.

[Signature]  
Notary Public

My commission expires 02/12/09  
CLINTON F. HANSEN  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION NUMBER: 0212-109

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## EXHIBIT "A"

### LEGAL DESCRIPTION

THE SOUTH 425 FEET OF THE EAST 18.5 ACRES (EXCEPT THE WEST 330.0 FEET THEREOF) OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH 425 FEET OF LOT 5 OF MCDONNELL'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS.

**PIN NUMBERS:**

10-29-303-017-0000  
10-29-400-008-0000

**COMMON ADDRESS:**

7420 North Lehigh Avenue  
Niles, Illinois 60714

403879\_2 DOC

Property of Cook County Clerk's Office