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

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



Doc#: 0507445130
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 03/15/2005 12:27 PM Pg: 1 of 8

PINS: 16-15-323-012
16-15-323-015

Common Addresses: 4620 West Roosevelt Road
Chicago, Illinois 60644

TENANT ESTOPPEL CERTIFICATE AND SUBORDINATION AGREEMENT

As of February 28, 2005

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TO: Pullman Bank and Trust
1000 East 111th Street
Chicago, Illinois 60628

Ladies and Gentlemen:

Gatto Industrial Platers, Inc., an Illinois corporation ("Tenant"), hereby acknowledges receipt of a copy of an executed Assignment of Rents and Lessor's Interest in Leases executed and delivered by George Gatto, an individual ("Mortgagor"), to Pullman Bank and Trust ("Lender") (as amended, renewed, restated or replaced, the "Assignment of Rents and Leases"), assigning to Lender, among other things, all of Mortgagor's right, title and interest in and to that certain Lease dated January 1, 1999, by and between Mortgagor D/B/A Gatto Realty Co. 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 4620 West Roosevelt Road, Chicago, Illinois 60644, and legally described on Exhibit "A" attached hereto (the "Property").

Tenant acknowledges and agrees that the Assignment of Rents and Leases was given as collateral security to secure, among other things, the full and timely payment of certain extensions of credit, loans and other financial accommodations provided by Lender to Mortgagor (collectively the "Financial Accommodations") and the full and prompt performance of all covenants, duties and agreements of Mortgagor to and with Lender (the "Covenants") pursuant to certain loan documents, instruments and agreements executed and delivered by Mortgagor to Lender from time to time (collectively the "Loan Documents"), including, without limitation, any mortgage executed and delivered by Mortgagor to Lender encumbering the Property. In connection therewith, Tenant hereby acknowledges and agrees as follows:

NCS-145584/MAR 05

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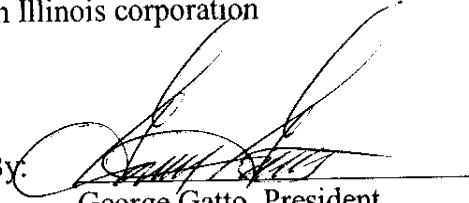
1. All rental payments under the Lease shall be paid as therein provided until Tenant has been otherwise notified by Lender or Lender's successors and assigns. Upon notice from Lender demanding payment of all rent under the Lease, all payments which accrue under the Lease subsequent to such notice will be remitted by Tenant directly to Lender at the address set forth above or such other address as Lender 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. Mortgagor hereby waives any right, claim or demand it may now or hereafter have against Tenant by reason of such payment to Lender, and any such payment to Lender shall discharge the obligations of Tenant to Mortgagor.
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 Lender's prior written consent and approval.
3. Lender, 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 Lender a copy of all notices Tenant serves on or receives from Mortgagor.
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 Mortgagor.
6. The Lease will not be amended, renewed or extended without the prior written consent of Lender.
7. Tenant acknowledges and agrees that it has delivered to Mortgagor the security deposit set forth in the Lease.
8. No breach, default or event of default, whether by Mortgagor or Tenant, exists under the Lease. Tenant will not seek to terminate the Lease by reason of any act or omission of Mortgagor until Tenant delivers written notice of such act or omission to Lender and the Mortgagor and provides Lender with an opportunity to cure such default within thirty (30) days from the date the notice is sent to Lender. Nothing contained in this paragraph shall impose upon Lender any obligation to cure any such default.
9. 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.
10. 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.

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

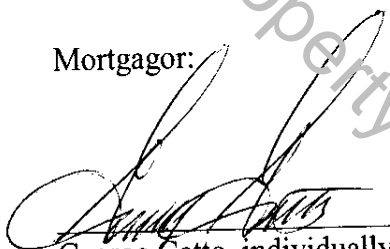
TENANT:

GATTO INDUSTRIAL PLATERS, INC.,
an Illinois corporation


By: 
George Gatto, President

Consented and agreed to
as of the 28th day of February, 2005

Mortgagor:


George Gatto, individually

PULLMAN BANK AND TRUST

By: 
Name: Thomas E Hall
Title: Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

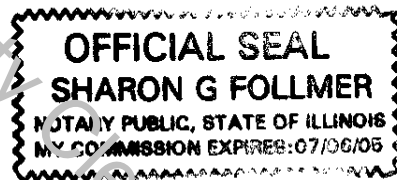
I, SHARON G FOLLMER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Gatto, who is personally known to me to be the president of **GATTO INDUSTRIAL PLATERS, INC.**, whose name is subscribed to the foregoing Tenant Estoppel Certificate and Subordination Agreement, 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 28TH day of FEBRUARY, 2005.

Sharon G Follmer
Notary Public

My commission expires:

July 6, 2005



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, SHARON G FOLLMER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Gatto, who is personally known to me, 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 28TH day of FEBRUARY, 2005.

Sharon G Follmer
Notary Public

My commission expires:

July 6, 2005



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, SHARON G FOLLMER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS E. HALL, who is personally known to me to be a VICE PRESIDENT of Pullman Bank and Trust, 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 21st day of FEBRUARY, 2005.

Sharon G Follmer
Notary Public

My commission expires:

July 6, 2005



Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "A"****LEGAL DESCRIPTION****PARCEL 1**

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION FIFTEEN, TOWNSHIP THIRTY-NINE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING 612.41 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH TO A POINT, SAID POINT BEING 551.31 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 611.98 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY HAVING A RADIUS OF 269.87 FEET TO A POINT, SAID POINT BEING 641.90 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 589.75 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT, SAID POINT BEING 601.51 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 440.51 FT. WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 359.3 FT. TO A POINT, SAID POINT BEING 247.75 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 131.0 FT. WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE SOUTH 33.0 FT. THEREOF), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION FIFTEEN, TOWNSHIP THIRTY-NINE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING 612.41 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH TO A POINT, SAID POINT BEING 551.31 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 611.98 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY HAVING A RADIUS OF 269.87 FEET TO A POINT, SAID POINT BEING 641.90 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 589.75 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 82°-17'-12" EAST BEING AN ASSUMED BEARING ON A LINE TO A POINT, (SAID POINT BEING 601.51 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 440.51 FT. WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER) A DISTANCE OF 32.15 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 82°-17'-12" EAST ON LAST DESCRIBED LINE A DISTANCE OF 275.0 FT. TO A POINT 601.51 FT. NORTH OF THE SOUTH LINE AND 440.51 FT. WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID

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SECTION FIFTEEN, BEING A POINT OF CURVE, THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX EASTERLY HAVING A RADIUS OF 359.3 FT. AND A CHORD BEARING OF SOUTH 41°-06'-22" EAST WITH A CHORD DISTANCE OF 473.28 FT. AND ARC DISTANCE OF 516.66 FT. TO A POINT BEING 247.75 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 131.0 FT. WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0°-15'-54" EAST ALONG A LINE 131.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION FIFTEEN, A DISTANCE OF 212.76 FT. TO THE NORTH LINE OF ROOSEVELT ROAD BEING A LINE 33.0 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION FIFTEEN; THENCE SOUTH 89°-50'-34" EAST ON THE NORTH LINE OF SAID ROOSEVELT ROAD A DISTANCE OF 36.01 FT.; THENCE NORTH 0°-07'-47" WEST A DISTANCE OF 134.64 FT.; THENCE NORTH 2°-17'-17" WEST A DISTANCE OF 179.86 FT. TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY HAVING A RADIUS OF 398.95 FT. AND A CHORD BEARING OF NORTH 40°-38'-53" WEST WITH A CHORD DISTANCE OF 495.18 FT. AND AN ARC DISTANCE OF 534.21 FT.; THENCE NORTH 79°-00'-30" WEST A DISTANCE OF 4.29 FT. TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY HAVING A RADIUS OF 347.59 FT. AND A CHORD BEARING OF NORTH 83°-05'-38" WEST WITH A CHORD DISTANCE OF 49.52 FT. AND AN ARC DISTANCE OF 49.57 FT.; THENCE NORTH 87°-10'-46" WEST A DISTANCE OF 19.12 FT. TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 748.77 FT. AND A CHORD BEARING OF NORTH 83°-04'-05" WEST WITH A CHORD DISTANCE OF 107.37 FT. AND AN ARC DISTANCE OF 107.46 FT. TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY HAVING A RADIUS OF 347.59 FT. AND A CHORD BEARING OF SOUTH 88°-50'-52" WEST WITH A CHORD DISTANCE OF 146.86 FT. AND AN ARC DISTANCE OF 147.97 FT.; THENCE SOUTH 57°-18'-53" EAST, A DISTANCE OF 84.44 FT.; THENCE SOUTH 32°-41'-07" WEST, 66.3 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINS: 16-15-323-012
16-15-323-015

Commonly Known As: 4620 West Roosevelt Road
Chicago, Illinois 60644