

# 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: 17-18-306-029-8001  
17-18-306-029-8002  
17-18-306-030-8001  
17-18-306-030-8002  
17-18-306-031-8001  
17-18-306-031-8002  
17-18-306-032-8001  
17-18-306-032-8002



Doc#: 0528526143 Fee: \$36.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/12/2005 11:37 AM Pg: 1 of 7

Common Address: 2250 West Campbell Park Drive  
Chicago, IL 60612

## TENANT ESTOPPEL CERTIFICATE AND SUBORDINATION AGREEMENT

As of September 29, 2005

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

Ladies and Gentlemen:

Litholink Corporation, an Illinois corporation ("Sub-Tenant"), hereby acknowledges receipt of a copy of an executed Assignment of Leases and Rents ("Assignment of Leases and Rents") executed and delivered by Campbell Park LLC, an Illinois limited liability company ("Mortgagor"), to JPMorgan Chase Bank, N.A., a national banking association ("Lender"), assigning to Lender all of Mortgagor's right, title and interest in and to that certain SubLease dated as of July 27, 2000, by and between Mortgagor and Sub-Tenant, and any renewals, extensions, modifications, amendments or substitutions to such sub-lease (such sub-lease, together with such renewals, extensions, modifications, amendments or substitutions thereto, are collectively the "Lease"), which provide for the lease to Sub-Tenant of the premises located at 2250 West Campbell Park Drive, Chicago, Illinois, legally described on Exhibit "A" attached hereto (the "Property").

Box 400-CTCC

③ 013

008285399

J. RABB DA

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Sub-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 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 certain 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 (collectively the "Loan Documents"), including, without limitation, any mortgage executed and delivered by Mortgagor to Lender encumbering the Property or Mortgagor's interest therein. In connection therewith, Sub-Tenant hereby acknowledges and agrees as follows:

1. All rental payments under the Lease shall be paid as therein provided until Sub-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 Sub-Tenant directly to Lender at the address set forth above or such other address as Lender shall specify in writing from time to time. Sub-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 Sub-Tenant by reason of such payment to Lender, and any such payment to Lender shall discharge the obligations of Sub-Tenant to Mortgagor 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 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. Sub-Tenant will deliver to Lender a copy of all notices Sub-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 Sub-Tenant has no claims against Mortgagor.

6. Sub-Tenant acknowledges and agrees that it has delivered to Mortgagor the security deposit set forth in the Lease, if any.

7. No breach, default or event of default, whether by Mortgagor or Sub-Tenant, exists under the Lease. Sub-Tenant will not seek to terminate the Lease by reason of any act or omission of Mortgagor.

8. The Lease is and shall be subject and subordinate in all respects to the Loan Documents, including, without limitation, the Assignment of Leases and Rents and any mortgages in favor of Lender encumbering the Property and Mortgagor's interest therein, 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

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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. Sub-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 Sub-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.

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

**SUB-TENANT:**

**LITHOLINK CORPORATION,**  
an Illinois corporation

By: [Signature]  
Name: Brian Lee  
Title: CEO

Property of Cook County Clerk's Office

Consented and agreed to  
as of the 29<sup>th</sup> day of September, 2005

**CAMPBELL PARK LLC,**  
an Illinois limited liability company

By: [Signature]  
Name: Brian Lee  
Title: Member

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

By: [Signature]  
Name: Wendy Hoff  
Title: VP

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

I, Gail Duran, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian Coe who is personally known to me to be the CEO of Litholink 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 29th day of September, 2005.

Gail Duran  
Notary Public



My commission expires:

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

I, Gail Duran a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian Coe, who is personally known to me to be a Manager of Campbell Park LLC, 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 29th day of September, 2005.

Gail Duran  
Notary Public

My commission expires:



Property of Cook County Clerk's Office

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STATE OF ILLINOIS )

COUNTY OF Cook )

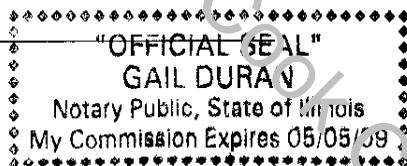
) S.S.

I, Gail Dura a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wendy Hojo, who is personally known to me to be a \_\_\_\_\_ 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 29th day of September 2005.

Gail Dura  
Notary Public

My commission expires:



Property of Cook County Clerk's Office

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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL A:

SUBLOTS 1, 2 AND 3 OF THE SUBDIVISION OF LOTS 24 AND 25;  
TOGETHER WITH LOTS 22 AND 23;  
TOGETHER WITH SUBLOTS 1, 2 AND 3 OF THE SUBDIVISION OF LOTS 20, 21 AND THE WEST 1/2 OF LOT 19;  
TOGETHER WITH SUBLOT 1 AND THE WEST 4.00 FEET OF SUBLOT OF LOT 2 OF THE SUBDIVISION OF LOTS 17, 18 AND THE EAST 1/2 OF LOT 19, INCLUSIVE OF F.W. AND J.L. CAMPBELL'S SUBDIVISION OF BLOCK 2 OF MORRIS AND OTHERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE 20 FOOT BY 20 FOOT SQUARE LAND AREA LOCATED AT THE SOUTHWEST CORNER OF THE LAND), IN COOK COUNTY, ILLINOIS.

#### PARCEL B:

THE EAST 16.00 FEET OF LOT 2 AND THE WEST 1 FOOT 6 INCHES OF LOT 3 OF THE SUBDIVISION OF LOTS 17, 18 AND THE EAST 1/2 OF LOT 19 OF F.W. AND J.L. CAMPBELL'S SUBDIVISION OF BLOCK 2 OF MORRIS AND OTHERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL C:

THAT PART OF THE EAST/WEST PREVIOUSLY VACATED FLOURNOY STREET, LYING NORTH OF PARCEL "A" AND LYING SOUTH OF AN EAST-WEST LINE, WHICH LIES PARALLEL TO THE NORTH LINE OF PARCEL "A" AND WHICH LIES 13 FEET 6 INCHES NORTH OF THE NORTH LINE OF PARCEL "A".

#### PARCEL D:

THAT PART OF THE EAST/WEST PREVIOUSLY VACATED FLOURNOY STREET, LYING NORTH OF PARCEL "B" AND LYING SOUTH OF AN EAST-WEST LINE, WHICH LIES PARALLEL TO THE NORTH LINE OF PARCEL "B" AND WHICH LIES 1 FOOT 6 INCHES NORTH OF THE NORTH LINE OF PARCEL "B".

COMMONLY KNOWN AS:  
2250 WEST CAMPBELL PARK DRIVE  
CHICAGO, ILLINOIS 60612

#### TAX I.D. NOS:

17-18-306-029-8001  
17-18-306-029-8002  
17-18-306-030-8001  
17-18-306-030-8002  
17-18-306-031-8001  
17-18-306-031-8002  
17-18-306-032-8001  
17-18-306-032-8002