

# UNOFFICIAL COPY

## RECORDING REQUESTED BY:

California National Bank  
221 South Figueroa Street, Suite 300  
Los Angeles, CA 90012

## AND WHEN RECORDED MAIL TO:

California National Bank  
221 South Figueroa Street, Suite 300  
Los Angeles, CA 90012

Attn: Document Origination Department  
Loan No. 5120406

Assessor's Parcel No.



Doc#: 0704633215 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/15/2007 01:28 PM Pg: 1 of 4

## LANDLORD'S WAIVER

THIS LANDLORD'S WAIVER is made by CHICAGOLAND QUAD-CITIES ("Owner") whose address is 7424 South Mason, Bedford Park, Illinois 60638 in favor of California National Bank, a national banking association (hereinafter referred to as "Lender") with an address at 221 South Figueroa Street, Los Angeles, California 90012, and affects the real property described on Exhibit "A" hereto, commonly known as 7424 South Mason, Bedford Park, Illinois 60638 (hereinafter referred to as the "Real Property" or the "Premises") in connection with the Lender entering into the following agreements dated March 15, 2006: Loan and Security Agreement (Accounts and Inventory) and other agreements related thereto (hereinafter collectively referred to as the "Agreements") with TPC PLASTICS, a California corporation (hereinafter referred to as "Borrower"), which Agreements, among other things, were given by Borrower to Lender for the purpose of securing the repayment of all obligations and the performance of all duties now or hereafter owing by Borrower to Lender, of every kind and description (collectively the "Obligations"). This Waiver does not amend any of the terms of the Agreements and reference is made to the Agreements for further information as their terms.

Pursuant to the Agreements, Lender has loaned or may hereafter loan monies to Borrower secured by, among other collateral, Borrower's now-owned and hereafter acquired goods, merchandise, inventory, equipment, furniture, furnishings, fixtures, trade fixtures, machinery and tools, together with all additions, substitutions, replacements, and improvements to the same (hereinafter referred to as "Goods"), which Goods are or are to be located on and may be affixed to the Premises or improvements on the Real Property.

### OWNER AGREES AS FOLLOWS:

1. **GOODS REMAIN PERSONAL PROPERTY.** The Goods shall at all times be and remain personal property, and the Goods shall not be deemed a fixture or part of the Real Property. Owner disclaims any interest in the Goods and will not assert any statutory or possessory lien against any of the Goods.
2. **NOTICE OF DEFAULT.** Owner will send to Lender, at its address above, a copy of any written notice Owner sends to Borrower, at the same time as it sends such notice to Borrower, of a default by Borrower in the lease obligations of Borrower to Owner, and Owner will allow Lender, at Lender's option, thirty (30) days from Lender's receipt of such notice in which to cure or request that Borrower cure such default or take possession of the Premises in accordance with Paragraph 3 below.

Box 400-CTCC

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3. **LICENSE TO LENDER.** Owner grants Lender a license, as set forth below, to enter into possession of the Premises to do any or all of the following with respect to the Goods: assemble them, have them appraised, display them, sever them, remove them, maintain them, prepare them for sale or lease, repair them, lease them, and transfer and/or sell them at one or more public auctions or private sales. Lender shall have the foregoing rights for a period of up to ninety (90) days (at Lender's discretion), following Lender obtaining possession of the Premises either by Borrower or Owner placing Lender in possession of the Premises or abandonment of the Premises by Borrower to Lender or otherwise, but in no event shall Lender be under any obligation to take possession of the Premises. Any extensions of the foregoing period shall be with the written consent of Owner. Lender shall repair, at its cost, any structural damage to the Premises caused by the removal of the Goods by Lender. Owner further grants Lender a license to enter the Premises at any time to inspect the Goods. The rights granted to the Lender in this paragraph are subject to the terms of the Agreement.
4. **RENT PAYABLE BY LENDER.** If the rent payable from the Borrower to the Owner has not been paid for a period during which Lender is in actual physical possession of the Premises pursuant to Paragraph 3 above, then Owner may condition Lender's right to take or keep possession of the Premises upon Lender agreeing, in writing, to pay such rent which was payable by Owner (prorated on a daily basis) for the actual number of days Lender is in physical possession of the Premises, up to 90 days (or such longer period as may be agreed to in writing between Owner and Lender), but Lender's obligation shall only apply to basic rent under the lease agreement between Borrower and Owner for the period during which Lender is in actual possession of the Premises, and without limiting the generality of the foregoing, Lender shall have no obligation to remedy any defaults of Borrower or to pay any share of real property taxes or other taxes, insurance, maintenance costs, or other sums payable by Borrower (whether or not denominated as "rent" in the lease agreement between Owner and Borrower.) In the event Lender is only in possession of a portion of the Premises, the rent payable by Lender shall be prorated based on the proportion that the portion of the Premises occupied by the Lender bears to the total Premises. No agreement by Lender to pay such rent shall be binding on Lender unless set forth in a written agreement signed by Lender.
5. **GENERAL.** This Waiver and Consent shall continue until such time as all of the Obligations have been paid and performed in full. This Waiver and Consent shall be governed and controlled by, and interpreted under, the laws of the State of California and shall inure to the benefit of, and be binding upon, the successors, heirs and assigns of Owner and Lender.

Dated: October 18, 2006

"OWNER"

CHICAGOLAND QUAD-CITIES

By: Terri A. Wintermute

Name: Terri A. Wintermute

Title: Secretary/Treasurer/owner

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

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STATE OF ILLINOIS  
COUNTY OF COOK ss.

On this 22 day of DECEMBER, 2006, before me, JOSEPH R. SPINA  
a Notary Public in and for the State of California, personally appeared TERRI WINTERMUTE  
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Joseph R Spina

My commission expires 5-6-2007



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
a Notary Public in and for the State of California, personally appeared \_\_\_\_\_  
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature \_\_\_\_\_

My commission expires \_\_\_\_\_

Property of Cook County Clerk's Office

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## EXHIBIT A LEGAL DESCRIPTION

Commonly known as 7424 South Mason, Bedford Park, Illinois 60638.

PIN # 19-29-200-031-0000  
19-29-100-038-0000

That part of the North half of Section 29, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at a point in the South line of West 73rd Street (being a lien 1373.0 feet, measured perpendicularly, South of and parallel with the North line of Section 29, aforesaid), 2465.398 feet West of the East line of the North East Quarter of Section 29 aforesaid; thence due South 775.143 feet to the point of beginning of the land herein described; thence continue due South 343.0 feet to a point in a line 190.0 feet North of and parallel with the South line of the North half of Section 29, aforesaid; thence North 89 Degrees 53 Minutes 20 Seconds West along said parallel line 579.25 feet to its intersection with a curved line, convex Southeasterly, and having a radius of 368.765 feet; thence Northeasterly along said curve 420.92 feet to a point of tangency with a line perpendicular to the South line of West 73rd Street (hereinbefore described) and passing through a point in said South line 2829.398 feet West of the East line of the North East quarter of Section 29 aforesaid; thence due North along said perpendicular line 6.585 feet to a line 2148.143 feet due South of and parallel with the North line of Section 29 aforesaid; thence North 9 Degrees 55 Minutes 34 Seconds East 20.304 feet; thence due East 26.50 feet; thence due South 20.0 feet to a line 2148.143 feet due South of the North line of Section 29 aforesaid; thence due East along said line 334.0 feet to the point of beginning, in Cook County, Illinois.