

# UNOFFICIAL COPY



Doc#: 0720031039 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/19/2007 10:45 AM Pg: 1 of 6

CR 5502828 495 NW LND NW 40S E T1

Property Of Cook County Clerk's Office

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TENANT ESTOPPEL  
CERTIFICATE

Box 334

62  
495

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## TENANT ESTOPPEL CERTIFICATE

To: Park National Bank  
801 North Clark Street  
Chicago, Illinois 60610  
Attention: Benjamin Pickel

Re: Lease Dated: 7/12/07 (the "Lease")  
 Tenant: **Taylor Reese, Ltd.** (the "Tenant")  
 Lender: **Mouna Sapper and Darren Pulliam** (collectively, the "Landlord")  
 Common Address of Premises:  
**6-8 W. Maple**  
**Unit 2SW**  
**Chicago, Illinois 60610** (the "Premises")

The Tenant acknowledges that (a) Park National Bank, a national banking association (the "Lender") has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the "Loan") to the Landlord, secured by a mortgage lien on the Landlord's interest in the Premises, and (b) the Lender is requiring this Certificate as a condition to its making the Loan. Accordingly, the Tenant hereby certifies and confirms to the Lender and acknowledges and agrees as follows:

1. The Tenant is in full and complete possession of the Premises demised under the Lease, such possession having been delivered by the Landlord pursuant to the Lease and having been accepted by the Tenant.

2. The improvements to the Premises that the Landlord is required to furnish under the Lease, if any, have been completed in all respects to the satisfaction of the Tenant, and the Premises are open for the use of the Tenant, its customers, employees and invitees. All contributions required to be paid by the Landlord to the Tenant in connection with improvements to the Premises have been paid in full.

3. All duties or obligations of the Landlord required under the Lease which were an inducement to the Tenant to enter into the Lease have been fully performed.

4. The Lease is in full force and effect. No default exists on the part of the Landlord or the Tenant under the Lease, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default. The Lease constitutes the entire rental agreement between the Landlord and the Tenant with respect to the Premises and has not been amended, modified or supplemented, except as attached hereto, and has not been superseded. There are no oral agreements between the Landlord and the Tenant with respect to the Premises. A true and correct copy of the Lease (including all amendments thereto) is

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attached to this Certificate as Exhibit "A", and the Tenant agrees not to amend or modify the Lease without the prior written consent of the Lender.

5. No rents under the Lease have been prepaid, except the current month's rent. The Tenant agrees that it shall not prepay any rents under the Lease more than one month from the date when such rents are due. The Tenant does not now have or hold any claim or defense against the Landlord which might be set off or credited against future accruing rents or which might otherwise excuse the Tenant's performance under the Lease.

6. The Tenant has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or of the rents secured therein.

7. The Tenant does not have any outstanding options or rights of first refusal to purchase the Premises, or any part thereof.

8. No actions, whether voluntary or involuntary, are pending against the Tenant or any guarantor of the Lease under any bankruptcy, insolvency or similar laws of the United States or any state thereof.

9. The term of the Lease commenced on the 7/12, 2007 and ends on 7/12, 2009, subject to options to renew, if any, set forth in the Lease.

10. The current monthly base rental payable by Tenant under the Lease is \$4,500.00. The current estimated monthly payments made by the Tenant under the Lease in respect of common area maintenance costs and real estate taxes are \$ 0 and \$ 0, respectively.

11. The security deposit under the Lease is currently \$ 0.

12. So long as the Loan is outstanding, the Tenant shall pay any termination fees payable for the early termination of the Lease to the Landlord and the Lender jointly.

13. The Lender will rely on the representations and agreements made by the Tenant herein in connection with the Lender's agreement to make the Loan and the Tenant agrees that the Lender may so rely on such representations and agreements.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of 7/12/07, 2007.

TAYLOR REESE, LTD., an Illinois corporation

By:

Name:

Title:

Mouna Jaffer

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EXHIBIT "A"

## COPY OF LEASE

[TO BE ATTACHED BY TENANT]

Floor #: 1st.  
 Apartment Number: 6 W Maple Taylor Reese  
 Leasee Name:  
 Leasee Social Security Number:  
 Leasee Drivers License Number:  
 Telephone Number:  
 Monthly Rent Amount: 4500.00  
 Security Deposit Amount:  
 Start Date of Lease: July 12/07  
 Ending Date of Lease: July 12/09.

Lessor:  
 Monna Sapper  
 Darren Pulliam

### Mutual Lease Agreement

- Leasee shall pay the security deposit and monthly rent in advance.
- Leasee can not use security deposit as last months rent.
- Leasee shall notify the leasor one month prior to moving date.
- If leasee does not move in time as agreed upon he/she will loose his/her security deposit.
- Leasee will pay for his/her own cooking gas and his/her electric bills.
- Leasee will not permit any unlawful and/or inumoral practice to be carried on the premises by him or herself or by any other person.
- Leasee shall keep his/her apartment clean and healthy, replace broken glass and fixtures, and keep all appliances repaired and clean at his/her own expense.
- The leasee will not allow any person not on the lease to reside in the apartment.
- If leasee violates any or all the above terms he will be asked to move and will have to pay for repairs and replacements in his apartment.

I, the leasee, agree and except all the above terms.

Signature of leasee:

Date:

The block contains two handwritten signatures. The top signature is a cursive signature, likely of the leasee, and the bottom signature is another cursive signature, likely of the lessor.

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STREET ADDRESS: 6-8 W. MAPLE STREET

UNIT 2SW

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 17-04-414-033-0000

**LEGAL DESCRIPTION:**

PART OF LOTS 11 AND 12 IN THE SHELDON AND RUMSEY'S SUBDIVISION OF THE SOUTH 205 FEET OF BLOCK 17 IN BUSHNELL'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1: (RETAIL UNIT 2SW)**

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +21.29 FEET (CHICAGO CITY DATUM) AND LYING AT AN BELOW A HORIZONTAL PLANE AT ELEVATION +32.84 FEET (CHICAGO CITY DATUM), DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 0.13 FEET SOUTH AND 11.25 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTH, A DISTANCE OF 13.10 FEET; THENCE WEST, A DISTANCE OF 1.00 FOOT; THENCE NORTH, A DISTANCE OF 5.49 FEET; THENCE NORTHWEST, A DISTANCE OF 8.92 FEET; THENCE NORTH, A DISTANCE OF 9.08 FEET; THENCE WEST, A DISTANCE OF 4.11 FEET; THENCE NORTH, A DISTANCE OF 53.40 FEET; THENCE EAST, A DISTANCE OF 14.52 FEET; THENCE SOUTH, A DISTANCE OF 18.00 FEET; THENCE EAST, A DISTANCE OF 6.28 FEET; THENCE SOUTH, A DISTANCE OF 0.30 FEET; THENCE SOUTHEAST, A DISTANCE OF 4.04 FEET; THENCE NORTHEAST, A DISTANCE OF 0.23 FEET; THENCE SOUTH, A DISTANCE OF 5.46 FEET; THENCE WEST, A DISTANCE OF 0.08 FEET; THENCE SOUTH, A DISTANCE OF 27.30 FEET; THENCE WEST, A DISTANCE OF 0.52 FEET; THENCE SOUTH, A DISTANCE OF 14.84 FEET; THENCE SOUTHWEST, A DISTANCE OF 3.11 FEET; THENCE SOUTH, A DISTANCE OF 2.75 FEET; THENCE WEST, A DISTANCE OF 0.28 FEET; THENCE SOUTH, A DISTANCE OF 13.84 FEET; THENCE WEST, A DISTANCE OF 18.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR INGRESS, EGRESS, SUPPORT, USE AND ENJOYMENT AS CREATED BY AND SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 6-8 WEST MAPLE RECORDED OCTOBER 1, 2004 AS DOCUMENT 0427519052 AND AS AMENDED BY DOCUMENT 0622218100.