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0816333211

RECORDATION REQUESTED BY:

* **INTEGRA BANK NATIONAL
ASSOCIATION
CHICAGO COMMERCIAL
REAL ESTATE
7661 S HARLEM AVENUE
BRIDGEVIEW, IL 60455**

Doc#: 0816333211 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/11/2008 01:13 PM Pg: 1 of 7

WHEN RECORDED MAIL TO:

**INTEGRA BANK NATIONAL
ASSOCIATION
CHICAGO COMMERCIAL
REAL ESTATE
7661 S HARLEM AVENUE
BRIDGEVIEW, IL 60455**

SEND TAX NOTICES TO:

**INTEGRA BANK NATIONAL
ASSOCIATION
CHICAGO COMMERCIAL
REAL ESTATE
7661 S HARLEM AVENUE
BRIDGEVIEW, IL 60455**

FOR RECORDER'S USE ONLY

This Landlord's Release and Consent prepared by: *

LANDLORD'S RELEASE AND CONSENT

THIS LANDLORD'S RELEASE AND CONSENT is entered into among **BASSAM SALMAN** and **GHAZY SALMAN** ("Borrower"), whose address is **12650 S. SPRINGFIELD AVE., ALSIP, IL 60803**; **INTEGRA BANK NATIONAL ASSOCIATION** ("Lender"), whose address is **CHICAGO COMMERCIAL REAL ESTATE, 7661 S HARLEM AVENUE, BRIDGEVIEW, IL 60455**; and **BASSAM SALMAN AND GHAZY SALMAN** ("Landlord"), whose address is **12650 S. SPRINGFIELD AVE., ALSIP, IL 60803**. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

12650 S. SPRINGFIELD AVE., ALSIP, IL 60803

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This

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LANDLORD'S RELEASE AND CONSENT

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assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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LANDLORD'S RELEASE AND CONSENT

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NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Release and Consent, as this Landlord's Release and Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Release and Consent from time to time.

Borrower. The word "Borrower" means BASSAM SALMAN and GHAZY SALMAN and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Lease. The word "Lease" means that certain lease of the Premises, dated December 1, 2004, between Landlord and Borrower..

Lender. The word "Lender" means INTEGRA BANK NATIONAL ASSOCIATION, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Note. The word "Note" means the Note executed by BASSAM SALMAN and GHAZY SALMAN in the principal amount of \$1,827,000.00 dated April 25, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Premises. The word "Premises" means the real property located in COOK County, State of Illinois, commonly known as 12650 S. SPRINGFIELD AVE., ALSIP, IL 60803. Property tax Identification number is 24-26-300-034-0000 AND 24-26-300-078-0000.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

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LANDLORD'S RELEASE AND CONSENT

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deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

LANDLORD ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S RELEASE AND CONSENT, AND LANDLORD AGREES TO ITS TERMS. THIS AGREEMENT IS DATED APRIL 25, 2008.

BORROWER:

X *Bassam Salman*
BASSAM SALMAN

X *Ghazy Salman*
GHAZY SALMAN

LANDLORD:

X *Bassam Salman*
BASSAM SALMAN

X *Ghazy Salman*
GHAZY SALMAN

LENDER:

INTEGRA BANK NATIONAL ASSOCIATION

X *[Signature]* S.V.P.
Authorized Officer

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INDIVIDUAL ACKNOWLEDGMENT

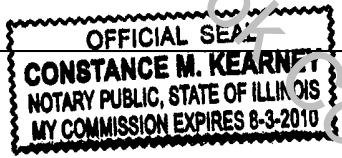
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **BASSAM SALMAN** and **GHAZY SALMAN**, to me known to be the individuals described in and who executed the Landlord's Release and Consent, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of May, 2008.

By Constance M. Kearney Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____


INDIVIDUAL ACKNOWLEDGMENT


STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **BASSAM SALMAN** and **GHAZY SALMAN**, to me known to be the individuals described in and who executed the Landlord's Release and Consent, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of May, 2008.

By Constance M. Kearney Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____


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LANDLORD'S RELEASE AND CONSENT

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 7th day of May, 2008, before me, the undersigned Notary Public, personally appeared David Klerow and known to me to be the Sr. Vice President, authorized agent for **INTEGRA BANK NATIONAL ASSOCIATION** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **INTEGRA BANK NATIONAL ASSOCIATION**, duly authorized by **INTEGRA BANK NATIONAL ASSOCIATION** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **INTEGRA BANK NATIONAL ASSOCIATION**.

By Constance M. Kearney Residing at _____

Notary Public in and for the State of Illinois

My commission expires _____



County Clerk's Office

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008250673 D2
STREET ADDRESS: 12650 S SPRINGFIELD
CITY: ALSIP COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTH 159 FEET (AS MEASURED ON THE EAST AND WEST LINES) OF LOT 1 IN KETELAAR'S INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF LOT 3 IN RALOFF'S SUBDIVISION LYING SOUTH OF THE SOUTH LINE OF THE CHICAGO AND CALUMET TERMINAL RAILROAD (EXCEPT THEREFROM THE WEST 100 FEET OF THE SOUTH 200 FEET AND THE EAST 275 FEET OF THE SOUTH 325 FEET) BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE FORMER CALUMET FEEDER, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 1 (EXCEPT THE NORTH 159 FEET THEREOF AND EXCEPT THE SOUTH 150 FEET THEREOF) AS MEASURED ON THE EAST AND WEST LINES OF SAID LOT 1 IN KETELAAR'S INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF LOT 3 IN RALOFF'S SUBDIVISION LYING SOUTH OF THE SOUTH LINE OF THE CHICAGO AND CALUMET TERMINAL RAILROAD (EXCEPT THEREFROM THE WEST 100 FEET OF THE SOUTH 200 FEET AND THE EAST 275 FEET OF THE SOUTH 325 FEET) BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE FORMER CALUMET FEEDER, IN COOK COUNTY, ILLINOIS.