

IL Cook

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MTGE. ACCT. No.  
82049-1

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Chicago, IL 60603

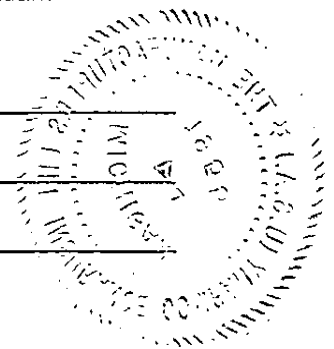
Transaction No. 4573  
Schedule No. 001



Administrator: B. Adam

C-97550  
Bellevue, WA 98009

Lessee/Borrower ATF, Inc.  
Premises 3550 West Pratt Avenue  
Lincolnwood, IL 60645



## MORTGAGEE'S AGREEMENT AND WAIVER

Lessee/Borrower has applied to General Electric Capital Business Asset Funding Corporation ("GE Capital") for financing or leasing of the following described equipment ("Equipment").

**New Office Furniture, Equipment and Fixtures together with all accessions, attachments and additions thereto and replacements thereof.**

Lessee/Borrower intends to locate the Equipment on the Premises legally described as follows:

**Please see the attached Exhibit "A" herein incorporated by this reference.**

GE Capital is willing to enter into said transaction only if Mortgagee subordinates and waives as to GE Capital any claims, demands or rights Mortgagee may have or hereafter acquire with respect to the Equipment.

1 Subject to the terms hereof, Mortgagee by this agreement does hereby waive and relinquish to GE Capital, its successors and assigns, all rights, claims and demands of every kind against the Equipment now located or to be located on the above Premises, including but not limited to the right of foreclosure, which Mortgagee now has or may hereafter acquire on any of the Equipment presently or hereafter financed or leased by GE Capital.

2. Mortgagee agrees that the Equipment shall at all times be considered to be personal property and shall not constitute a fixture or become part of the Premises. Mortgagee agrees that GE Capital may remove the Equipment from the Premises at all reasonable times, and Mortgagee will give GE Capital not less than sixty (60) days written notice if GE Capital shall be required to

remove the Equipment.  
PROPERTY OF COOK COUNTY CLERK'S OFFICE  
RECORDED  
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1999-12-01 12:10:30  
47.50

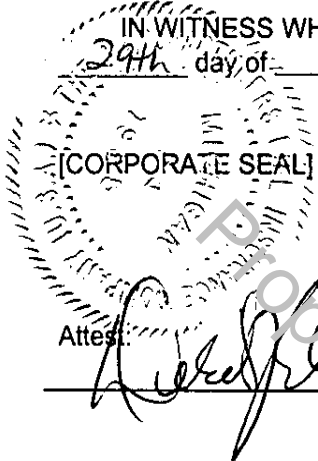
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3. This Agreement and Waiver shall be binding upon successors, transferees and assigns of Mortgagee and shall inure to the benefit of the successors and assigns of GE Capital. Mortgagee will provide GE Capital with a legal description of the Premises upon request.

4. This Agreement and Waiver may be recorded at any time by GE Capital, its successors and assigns.

IN WITNESS WHEREOF, the undersigned Mortgagee has executed this Agreement and Waiver this 29th day of JULY, 1999.



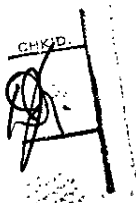
Attest:

MORTGAGEE NAME (Please Print):  
THE MANUFACTURERS LIFE  
INSURANCE COMPANY (U.S.A.)

By:  
Its:

[Signature]  
VICE PRESIDENT

Address: U.S. MORTGAGE DEPARTMENT  
200 BLOOR STREET EAST  
TORONTO, ONTARIO M4W 1E5  
Phone: (416) 926-5840

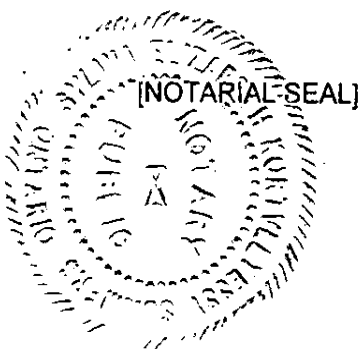


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2660-160

### ACKNOWLEDGMENT

JUDICIAL DISTRICT OF York  
PROVINCE OF ONTARIO

On this 29th day of JULY, 1999, before me, a Notary Public, personally appeared Ivor J. Thomas and \_\_\_\_\_, to me known to be the Vice President and \_\_\_\_\_, respectively, of THE MANUFACTURERS LIFE INSURANCE COMPANY (U.S.A.) who executed the foregoing instrument and acknowledged the said instrument was the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.



[Signature]  
NOTARY PUBLIC in and for the province  
of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

SYLVIA ELIZABETH KORTVELYESSY SUMMERS, Notary Public,  
City of Toronto, limited to the attestation of instruments  
and the taking of affidavits for The Manufacturers Life  
Insurance Company and its subsidiaries and affiliates.  
Expires November 4, 2001.

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EXHIBIT "A"

That part of the South 1/2 of the South 1/2 of the Northeast 1/4 of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, lying East of the East line of North Central Park Avenue and North of the North line of Pratt Avenue and bounded and described as follows:

Beginning at a point which is 33' East of the West line and 40' North of the South line of said South 1/2 of the South 1/2 of the Northeast 1/4; thence East in a line 40' North of and parallel with the South line of said South 1/2 of the South 1/2 of the Northeast 1/4 a distance of 400'; thence North in a line drawn perpendicular to the last described course a distance of 617.79' to the North line of the South 1/2 of the South 1/2 of the Northeast 1/4; thence West along the North line of the South 1/2 of the South 1/2 of the Northeast 1/4 a distance of 382.61' to a point in a line which is 33' East of and parallel with the West line of the South 1/2 of the South 1/2 of the Northeast 1/4; thence South along said parallel line a distance of 618.40 to the place of beginning; excepting therefrom the North 18' thereof (as measured on the West line) and also excepting therefrom from that certain tract of land conveyed by Ditto, Incorporated to Commonwealth Edison Company by Warranty Deed dated June 24, 1954 and recorded July 1, 1954 as Document No. 15949164 in Book 50761, Page 474 in the Office of the Recorder of Deeds of Cook County, Illinois.

PIN# 10-35-203-007-0000

Cook County Clerk's Office

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