

# UNOFFICIAL COPY

This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP  
55 East Monroe Street  
37th Floor  
Chicago, Illinois 60603  
Attention: Victor A. Des Laurier, Esq.



Doc#: 1426110006 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/18/2014 09:22 AM Pg: 1 of 7

PIN: 16-12-427-049-0000  
16-12-427-050-0000  
16-12-427-064-0000  
16-12-427-066-0000  
16-12-427-070-0000  
16-12-427-071-0000 (Partial)

Common Address: 2550 W. Madison Street  
Chicago, Illinois 60607

## TENANT ESTOPPEL CERTIFICATE AND SUBORDINATION AGREEMENT

August 22, 2014

TO: The PrivateBank and Trust Company  
120 South LaSalle Street  
Chicago, Illinois 60603

Ladies and Gentlemen:

Johnny's Ice House, Inc., an Illinois corporation ("Tenant"), hereby acknowledges that The PrivateBank and Trust Company, an Illinois state chartered bank (the "Lender"), has made or will make certain extensions of credit, loans and other financial accommodations to Tenant, JIH, L.L.C., an Illinois limited liability company ("JIH"), and JIH West, L.L.C., an Illinois limited liability company ("Landlord"; Tenant, JIH and Landlord are each individually a "Borrower" and collectively the "Borrowers") (collectively the "Financial Accommodations"). Tenant acknowledges and agrees that part of the collateral that secures, among other things, the full and timely payment of the Financial Accommodations and the full and prompt performance of all covenants, duties and agreements of Borrowers to and with Lender (the "Covenants") includes that certain Mortgage and Security Agreement (2550) of even date herewith executed and delivered by Landlord to Lender as amended or restated, (the "Mortgage") and that certain Assignment of Rents and Lessor's Interest in Leases (2550) of even date herewith executed and delivered by Landlord to Lender as amended or restated (the "Assignment of Rents"), that assign to Lender, among other things, all of Landlord's right, title and interest in and to that certain lease agreement by and between Tenant and Landlord, and any renewals, extensions, modifications, assignments, amendments or substitutions thereto (hereinafter the "Lease"). The Lease provides for the lease to the Tenant of the premises located at 2550 W.

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Madison Street, Chicago, Illinois 60607, and legally described on Exhibit "A" attached hereto (the "Property"). In connection therewith, Tenant hereby acknowledges and agrees as follows:

1. All rental payments under Tenant's Lease shall be paid as therein provided until the Tenant has been otherwise notified in writing 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 Tenant directly to Lender at the address set forth above or such other address as Lender shall specify in writing from time to time. Tenant shall have no responsibility to ascertain whether such assignment of rents is permitted under the loan documents between Landlord and Lender. Landlord hereby waives any right, claim or demand it may now or hereafter have against Tenant by reason of such payment to Lender, and any such payment to Lender shall discharge the obligations of Tenant to Landlord.
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 or any receipt or collection of rents under the Lease.
4. Tenant is in possession of the Property.
5. Tenant will deliver to Lender a copy of all notices Tenant serves on or receives from Landlord.
6. The Lease is in full force and effect, no rentals have been paid more than thirty (30) days in advance and Tenant has no claims against Landlord.
7. There are no amendments, renewals or extensions to the Lease.
8. Tenant acknowledges and agrees that it has paid the security deposit, if any, to Landlord set forth in the Lease, if any.
9. No breach, default or event of default, whether by Landlord or Tenant, exists under the Lease. Tenant will not seek to terminate the Lease by reason of any act or omission of Landlord until Tenant delivers written notice of such act or omission to Lender and Landlord and provides Lender with an opportunity to cure such default within thirty (30) days from the date the notice is sent to Lender. Nothing contained in this paragraph shall impose upon Lender any obligation to cure any such default.
10. The Lease is and shall be subject and subordinate in all respects to the Mortgage and Assignment of Rents as security for, among other things, the "Liabilities" (as such term is defined in the Mortgage), 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 Mortgage and the Assignment of Rents and all Amendments, if any, had been executed, delivered and/or recorded prior to the execution, delivery and/or recordation of the Lease.

[signature page follows]

# UNOFFICIAL COPY

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

**JOHNNY'S ICE HOUSE, INC.,**  
an Illinois corporation

By: *Thomas A. Nore*  
Name: Thomas A. Nore  
Its: owner

Consented and agreed to  
as of the date first set forth above.

**JIH WEST, L.L.C.,**  
an Illinois limited liability company

By: *Thomas A. Nore*  
Name: Thomas A. Nore  
Its: owner

**THE PRIVATEBANK AND TRUST COMPANY,**  
an Illinois state chartered bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[signature page to Tenant Estoppel (2550)]*

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas, the owner of JOHNNY'S ICE HOUSE, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of August, 2014.

Magaly Arteaga  
Notary Public

My commission expires:



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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas, the owner of JIH WEST, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of August, 2014.

Magaly Arteaga  
Notary Public

My commission expires:



[notary page to Tenant Estoppel (2550)]

# UNOFFICIAL COPY

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

**JOHNNY'S ICE HOUSE, INC.,**  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Consented and agreed to  
as of the date first set forth above.

**JIH WEST, L.L.C.,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**THE PRIVATEBANK AND TRUST COMPANY,**  
an Illinois state chartered bank

By: *Jeff LePore*  
Name: JEFF LEPORE  
Title: MANAGING DIRECTOR

*[signature page to Tenant Estoppel (2550)]*

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffery Leach, the Managing Director of THE PRIVATE BANK AND TRUST COMPANY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of August, 2014.

Twana M Adams  
Notary Public



My commission expires:

4/30 2017

[notary page to Tenant Estoppel (2550)]

Property of Cook County Clerk's Office

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## EXHIBIT "A" LEGAL DESCRIPTION

THAT PART OF THE SUBDIVISION OF LOTS 26 TO 39, INCLUSIVE, OF POLLOCK'S SUBDIVISION OF 4 ACRES IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOTS 3 TO 6, INCLUSIVE OF HALF ACRE IN SAID SOUTHEAST QUARTER, AND ALSO LOTS 66 AND 67 AND THE WEST 8 FEET OF LOT 65 AND 68 IN C.G.E. PRUSSINGS SUBDIVISION OF SOUTHWEST BLOCK OF 33.81 ACRES IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 12, AND VACATED ALLEY BETWEEN SAID LOTS, AND ALSO PART OF LOTS 69 THROUGH 74 IN C.G.E. PRUSSINGS SUBDIVISION OF THE SOUTHWEST BLOCK OF 33.81 ACRES IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 12, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT A IN SAID SUBDIVISION; THENCE NORTH 0 DEGREES 16 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SUBDIVISION 142.23 FEET TO THE SOUTH LINE OF THE NORTH 125 FEET OF SAID LOT A; THENCE NORTH 89 DEGREES 56 MINUTES 33 SECONDS EAST, ALONG SAID SOUTH LINE, 43.88 FEET TO THE EAST LINE OF THE WEST 43.88 FEET OF SAID LOT A; THENCE SOUTH 0 DEGREES 16 MINUTES 34 SECONDS EAST, ALONG SAID EAST LINE, 16.09 FEET TO THE SOUTH LINE OF SAID VACATED ALLEY; THENCE SOUTH 89 DEGREES 58 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID VACATED ALLEY, AND THE SOUTH LINE OF THE EXISTING ALLEY IN SAID C.G.E. PRUSSINGS SUBDIVISION 343.91 FEET TO THE EAST LINE OF THE WEST 2.00 FEET OF LOT 74 IN SAID C.G.E. PRUSSINGS SUBDIVISION; THENCE SOUTH 0 DEGREES 15 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF THE WEST 2.00 FEET OF SAID LOT 74, A DISTANCE OF 125.92 FEET TO THE SOUTH LINE OF SAID LOT 74; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBDIVISIONS 387.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 1.138 ACRES (49,572 SQUARE FEET) MORE OR LESS.

**PINS:**

- 16-12-427-049-0000
- 16-12-427-050-0000
- 16-12-427-064-0000
- 16-12-427-066-0000
- 16-12-427-070-0000
- 16-12-427-071-0000 (Partial)

**COMMON ADDRESS:** 2550 West Madison Street  
Chicago, Illinois 60607