

# UNOFFICIAL COPY

8/8

Estoppel Certificate



Doc#: 1435719157 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/23/2014 03:04 PM Pg: 1 of 9

140269501588

Property of Cook County Clerk's Office

Prepared By and Mail To:

Zions First National Bank

7730 Union Park Ave. #250

Midvale, UT 84047

Attorneys' Title Guaranty Fund, Inc.  
1 S. Wacker Dr., STE 2400  
Chicago, IL 60606-4650  
Attn: Search Department

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WHEN RECORDED, RETURN TO:

Zions First National Bank  
7730 Union Park Ave., #250  
Midvale, UT 84047

## ESTOPPEL CERTIFICATE

This Estoppel Certificate (the "Estoppel Certificate") is made and executed as of the 22 day of December, 2014 by and between ZIONS FIRST NATIONAL BANK, a national banking association located at 7730 Union Park Ave., #250, Midvale, UT 84047 ("Lender"), 7-ELEVEN, INC. (as successor in interest to WHITE HEN PANTRY, INC.) located at One Arts Plaza, 1722 Routh Street, Suite 1000, Dallas, TX 75201 ("Tenant"), and MOZART PROPERTIES LLC, (the "Future Landlord") located at 1660 North LaSalle Drive, #811, Chicago, IL 60614. MARY LIASKAS AND ARGIRIS LIASKAS (as successor to CAPITOL HILL LOFTS, INC.) is the ("Current Landlord").

**LEASE.** Current Landlord and Tenant are parties to a Lease dated October 25, 2001, as amended by that certain Amendment to Lease dated February 21, 2003 and that certain Amendment No. (2) Two dated August 12, 2011 (collectively, the "Lease"), whereby Tenant has agreed to lease the real property located at 627 West Jackson Blvd., Chicago, IL 60661, together with the improvements now or hereafter located thereon and are more particularly described below (the "Property"):

See Attached Exhibit "A"

**IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, FUTURE LANDLORD, CURRENT LANDLORD AND TENANT AGREE AS FOLLOWS:**

1. Estoppel Certificate. Lender is relying on all of the following certifications and agreements as considerations for Lender executing this Estoppel Certificate and in the making of a loan to Future Landlord and Tenant and Current Landlord hereby certify and agree with Lender that as of the date of this Estoppel Certificate:

a. The Lease is in full force and effect, is the valid and binding obligation of Tenant, enforceable in accordance with the terms and all requirements for the commencement and validity of the Lease have been satisfied.

b. Neither Tenant nor Current Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice the passage of time or both would constitute a default by Tenant or Current Landlord under the Lease. All tenant improvement allowances owed to Tenant under the Lease have been remitted to Tenant.

c. There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against the Current Landlord under the Lease. All obligations of Current Landlord have been fully performed.

d. None of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance and Tenant has no right or option contained in the Lease or in any other document to purchase all or any portion of the Property.

e. The Lease has not been modified, terminated, or amended except as stated above.

f. Tenant has not assigned, mortgaged, sublet, encumbered, or otherwise transferred any or all of its rights under the Lease except as franchised.

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2. All Tenant improvement allowances owed to Tenant under the Lease have been remitted to the Tenant.

3. Miscellaneous. This Estoppel Certificate is and shall be binding upon and shall inure to the benefit of the Future Landlord, Current Landlord, Tenant and Lender and their respective successors and assigns. This Estoppel Certificate shall be governed by and construed in accordance with the laws of the State of Utah and the parties agree to submit to the jurisdiction of the courts of Salt Lake City, Utah. This Estoppel Certificate constitutes the entire understanding and agreement of the parties as to the matters set forth in this Estoppel Certificate.

EXECUTED as of the day and year first above written.

LENDER:  
ZIONS FIRST NATIONAL BANK

TENANT:  
7-ELEVEN, INC.

By: *Katrina Liakis*  
Its: SVP

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

FUTURE LANDLORD:  
MOZART PROPERTIES LLC

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

CURRENT LANDLORD:

\_\_\_\_\_  
MARY LIAKIS

\_\_\_\_\_  
ARGIRIS LIAKIS

Property of Cook County Clerk's Office

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STATE OF UTAH

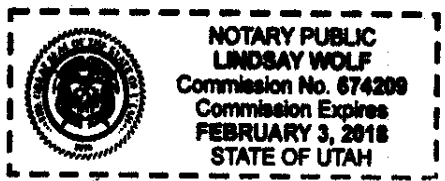
COUNTY OF SALT LAKE

On 12/15/14, before me, Lindsay Wolf  
(Notary Public)

personally appeared Kathy Thomas  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/re 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]  
(Signature of Notary Public)



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_  
(Notary Public)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/re 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 of Notary Public)

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2. All Tenant improvement allowances owed to Tenant under the Lease have been remitted to the Tenant.

3. Miscellaneous. This Estoppel Certificate is and shall be binding upon and shall inure to the benefit of the Future Landlord, Current Landlord, Tenant and Lender and their respective successors and assigns. This Estoppel Certificate shall be governed by and construed in accordance with the laws of the State of Utah and the parties agree to submit to the jurisdiction of the courts of Salt Lake City, Utah. This Estoppel Certificate constitutes the entire understanding and agreement of the parties as to the matters set forth in this Estoppel Certificate.

EXECUTED as of the day and year first above written.

LENDER:  
ZIONS FIRST NATIONAL BANK

TENANT:  
7-ELEVEN, INC.

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

By: Mary Smith  
Its: ASSISTANT SECRETARY

FUTURE LANDLORD:  
MOZART PROPERTIES LLC

By: Mary Liakos  
Its: MANAGER

CURRENT LANDLORD:

Mary Liakos  
MARY LIAKOS LIAKOS

\_\_\_\_\_  
ARGIRIS LIAKIS

Property of Cook County Clerk's Office

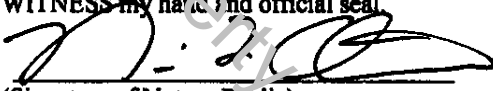
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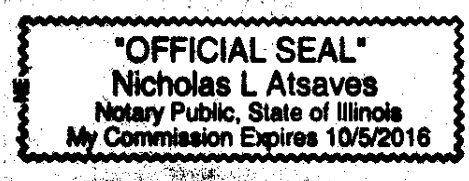
STATE OF ILLINOIS

COUNTY OF COOK

On 12/22/2014, before me, NICHOLAS L. ATSAVES  
(Notary Public)

personally appeared MARY LIASNAS, INDIVIDUALLY AND AS MANAGER OF MOZART PROPERTIES LLC,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/re 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 of Notary Public)



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_  
(Notary Public)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/re 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 of Notary Public)

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STATE OF UTAH

COUNTY OF SALT LAKE

On \_\_\_\_\_, before me, \_\_\_\_\_  
(Notary Public)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/re 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 of Notary Public)

STATE OF Texas

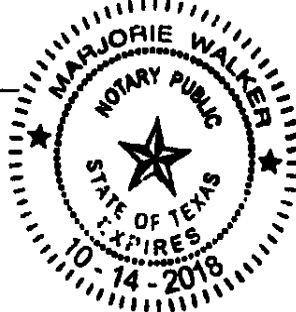
COUNTY OF Dallas

On 12/15/2014, before me, Marjorie Walker  
(Notary Public)

personally appeared Marjan Smith  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/re 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.

Marjorie Walker  
(Signature of Notary Public)



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## LEGAL DESCRIPTION

**Permanent Index Number:**  
Property ID: 17-16-118-018-0000

**Legal Description:**

**PARCEL 1:**

LOTS 1 AND 4 (EXCEPT THE EAST 9 FEET OF ALL OF SAID LOTS TAKEN FOR ALLEY) IN BLOCK 28 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:

THAT PART OF AFORESAID LOTS 1 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 64.89 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 54 SECONDS EAST, 3.08 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 1.77 FEET; THENCE SOUTH 18 DEGREES 49 MINUTES 49 SECONDS WEST, 14.46 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 4.20 FEET; THENCE SOUTH 00 DEGREE 01 MINUTES 54 SECONDS EAST, 9.90 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 12.24 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 54 SECONDS EAST, 33.15 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 8.17 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 54 SECONDS EAST, 38.17 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 29 SECONDS WEST, 9.30 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 31 SECONDS EAST, 2.48 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 29 SECONDS WEST, 5.10 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS WEST, 2.48 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 29 SECONDS WEST, 14.61 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 31 SECONDS EAST, 2.48 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 29 SECONDS WEST, 5.10 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS WEST, 2.48 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 29 SECONDS WEST, 13.87 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 31 SECONDS EAST, 1.05 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 29 SECONDS WEST, 2.27 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 31 SECONDS EAST, 2.44 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 29 SECONDS WEST, 2.77 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE NORTH 00 DEGREES 27 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF SAID LOTS 4 AND 1, 94.43 TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 17.42 (CITY OF CHICAGO DATUM) AND BELOW AND ELEVATION OF 30.71, IN COOK COUNTY, ILLINOIS;

ALSO

THAT PART OF AFORESAID LOTS 1 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON NORTH LINE OF LOT 1, 9.00 FEET WEST FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 26 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF THE EAST 9 FEET OF SAID LOTS 1 AND 4, 74.16 FEET; THENCE SOUTH 89 DEGREES 58, MINUTES 05 SECONDS WEST, 52.32 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 17.66 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 4.43 FEET; THENCE NORTH 44 DEGREES 58 MINUTES 06 SECONDS EAST, 3.60 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 10.70 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 5.02 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 4.80 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 17.78 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 11.17 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 5.03 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 8.95 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 5.05 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 15.36 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 2.56 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS WEST 2.97 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 65.07 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF



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17.42 (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 30.71, IN COOK COUNTY, ILLINOIS;

## PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DEFINED IN DECLARATION OF CONDOMINIUM OWNERSHIP FOR CAPITOL HILL LOFTS CONDOMINIUM AND PROVISIONS RELATING TO COMMERCIAL PROPERTY RECORDED JULY 3, 2000 AS DOCUMENT NUMBER 00494269, AS AMENDED BY SPECIAL AMENDMENT NO. 1 THERETO RECORDED JANUARY 12, 2001 AS DOCUMENT NUMBER 0010033038, SPECIAL AMENDMENT NO. 2 THERETO RECORDED JUNE 21, 2001 AS DOCUMENT NUMBER 0010545233, AND SPECIAL AMENDMENT NO. 3 RECORDED JULY 12, 2001 AS DOCUMENT NUMBER 0020765601, AND AS FURTHER AMENDED FROM TIME TO TIME, FOR THE PURPOSE OF ACCESS OVER AND ACROSS THE COMMON ELEMENTS TO AND FROM THE COMMERCIAL PROPERTY TO THE FOLLOWING DESCRIBED LAND:

COMMERCIAL PROPERTY RESERVED PARKING SPACES P-76, P-77, P-79, P-92 AND P-93, AS DELINEATED ON THE PLAT OF SURVEY ATTACHED TO THE AFORESAID DECLARATION AND AMENDMENTS THERETO.

## PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DEFINED IN DECLARATION OF CONDOMINIUM OWNERSHIP FOR CAPITOL HILL LOFTS CONDOMINIUM AND PROVISIONS RELATING TO COMMERCIAL PROPERTY RECORDED JULY 3, 2000 AS DOCUMENT NUMBER 00494269 AS AMENDED BY SPECIAL AMENDMENT NO. 1 THERETO RECORDED JANUARY 12, 2001 AS DOCUMENT NUMBER 0010033038, SPECIAL AMENDMENT NO. 2 THERETO RECORDED JUNE 21, 2001 AS DOCUMENT NUMBER 0010545233, AND SPECIAL AMENDMENT NO. 3 RECORDED JULY 12, 2001 AS DOCUMENT NUMBER 0020765601, AND AS FURTHER AMENDED FROM TIME TO TIME, FOR THE PURPOSE OF PARKING OVER THE FOLLOWING DESCRIBED LAND:

COMMERCIAL PROPERTY RESERVED PARKING SPACES P-76, P-77, P-79, P-92 AND P-93, AS DELINEATED ON THE PLAT OF SURVEY ATTACHED TO THE AFORESAID DECLARATION AND AMENDMENTS THERETO.

## PARCEL 4:

AN NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DEFINED IN DECLARATION OF CONDOMINIUM OWNERSHIP FOR CAPITOL HILL LOFTS CONDOMINIUM AND PROVISIONS RELATING TO COMMERCIAL PROPERTY RECORDED JULY 3, 2000 AS DOCUMENT NUMBER 00494269, AS AMENDED BY SPECIAL AMENDMENT NO. 1 THERETO RECORDED JANUARY 12, 2001 AS DOCUMENT NUMBER 0010033038, SPECIAL AMENDMENT NO. 2 THERETO RECORDED JUNE 21, 2001 AS DOCUMENT NUMBER 0010545233, AND SPECIAL AMENDMENT NO. 3 RECORDED JULY 12, 2001 AS DOCUMENT NUMBER 0020765601, AND AS FURTHER AMENDED FROM TIME TO TIME, FOR THE PURPOSE OF SUPPORT OVER STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS WHICH ARE PART OF THE BUILDING.