

Location: PC 6178  
SWC of Greenbay & Livingston  
Evanston, Illinois

LESSOR'S AGREEMENT OF WAIVER AND CONSENT  
AND CERTIFICATE OF GOOD AND CLEAR TITLE

86108981

This Agreement is made this 27th day of January, 1986 by and between COLUMBIA NATIONAL BANK, as Trustee under Trust Number 2003 having a principal place of business at 5250 N. Harlem Avenue, Chicago, Illinois 60656 (hereinafter the "Lessor"); and DUNKIN' DONUTS OF ILLINOIS, INC., an Illinois corporation having a principal place of business at 5 Pacella Park Drive, Randolph, Massachusetts 02368 (hereinafter the "Lessee").

WHEREAS Lessor and Lessee have entered into a lease of real property at SWC of Greenbay and Livingston, Evanston, Illinois, dated June 3, 1985 (hereinafter the "Premises"); and

WHEREAS the parties acknowledge that all trade fixtures, signs and restaurant equipment to be installed in the Dunkin' Donuts Shop building to be constructed upon the Premises by Lessee are the personal property of Lessee or its sub-tenant; and

WHEREAS in order to permit Lessee or its sub-tenant to finance, pledge and/or mortgage its personal property, the parties desire to enter into this Agreement of Waiver and Consent.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

1. The Lessee or its sub-tenant intends to enter into a contract, conditional sales agreement, lease, leasehold mortgage and/or other financing agreement (hereinafter collectively referred to as the "Financing Agreement") with a third party (hereinafter the "Third Party") financing and encumbering all personal property to be installed, maintained or kept at the Premises such as, but not limited to, all restaurant equipment and trade fixtures (hereinafter collectively referred to as the "Personal Property").

2. Lessor agrees, acknowledges and consents as follows:

(a) to the installation of all of said Personal Property in or on the Premises; and

(b) that title to said Personal Property shall remain in the Lessee, its subtenant or any Third Party, as the case may be, notwithstanding the manner in which it is affixed to the real estate; and

This instrument is executed by COLUMBIA NATIONAL BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed by the Lessor and the Lessee are undertaken by the Lessor and the Lessee, not individually, and no personal liability shall be asserted or be enforceable against COLUMBIA NATIONAL BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

Box 334

CASE NO. 63572 @ of 2

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COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, ILL. 60601  
TEL: 312-603-1000 FAX: 312-603-1001  
WWW.COOKCOUNTYCLERK.COM

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(c) to waive and relinquish unto Lessee or any Third Party, any right by statute or by the terms of any real estate mortgage hereafter executed to levy or distrain for rent and all claims and demands of every kind against said Personal Property installed or to be installed in or upon the Premises; and

(d) that the Personal Property shall not be deemed part of the freehold or real estate and may be repossessed by a Third Party at any time, provided that any damage or injury to the real estate occasioned by the removal or repossession by a Third Party of said Personal Property shall be promptly repaired by said Third Party or the Lessee; and

(e) to waive notice of the execution of any Financing Agreement between Lessee and any Third Party or the assignment thereof or the delivery and installation of the Personal Property; and

(f) that this Waiver and Consent shall apply to all sales or leases of Personal Property installed or to be installed or kept at the Premises now or at any time hereafter.

3. Lessor does hereby warrant and represent to Lessee and to any Third Party that Lessor holds good and clear fee simple title to the leased premises, free and clear of all mortgages or deeds of trust as of even date.

4. Lessee agrees to indemnify and hold Lessor harmless from and against any loss or expense caused by damage to the Premises arising from or in connection with the removal or repossession of the Personal Property of Lessee, its sub-tenant or any Third Party, as the case may be.

5. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and their respective heirs, successors or assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under seal this 27th day of January, 1986.

Signed & Sealed in the Presence of:

ATTEST:

Charles Carter

"LESSOR"  
COLUMBIA NATIONAL BANK,  
as Trustee under Trust #2003

by Phillip W. Wawicki  
its: Trust Officer

ATTEST:

Gilbert Rosenberg  
Gilbert Rosenberg, Secretary

"LESSEE"  
DUNKIN' DONUTS OF ILLINOIS, INC.

by John D. Shafer, Jr.  
Senior Vice President

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STATE OF Ill.  
COUNTY OF Cook

On this 20 day of Feb., 1986 then personally appeared the above-named Theo Sypak who made oath that he is the President of COLUMBIA NATIONAL BANK and that he was authorized to execute the foregoing instrument for and in the name of the corporation and that the foregoing instrument was the free act and deed of the corporation.

Theo Sypak  
Notary Public  
My Commission expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF ILLINOIS  
1830 NORTH WILSON STREET, CHICAGO, ILL.

Property of Cook County Notary Public's Office

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF NORFOLK

On the 20th day of January, 1986 then personally appeared before me the above-named John C. Shafer, Jr. who made oath that he is the Senior Vice President of DUNKIN' DONUTS OF ILLINOIS, INC. and that he was authorized to execute the foregoing instrument for and in the name of the corporation and that the foregoing instrument was the free act and deed of the corporation.

Linda S. Mann  
Notary Public  
My commission expires: 6/4/87

MAIL TO: ROBERT K. SAWYER, JR.  
DUNKIN' DONUTS  
P.O. Box 317  
RANDOLPH, MASSACHUSETTS 02368

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LEGAL DESCRIPTION: Lot 1 in Block 20 in North Evanston in Cook County, Illinois, according to the Map thereof recorded December 17, 1868 as Document No. 18783, in Book 168 of Maps, Page 35, located in Section 34, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook, County, Illinois.

PERMANENT TAX NUMBER: 05-34-423-027

Also Described as:

Lot 1 in Block 20 in North Evanston (Refiled for record February 17, 1874 as Document No. 150939 In Book 7 of Maps, Page 22 in Cook County, Illinois), being a subdivision of Lots 11 to 16 inclusive and the West 4.3 acres of Lot 17 in George Smith's Subdivision of the South part of the Archange Guilmette Reservation recorded in Book 29 of Maps, Page 58, and also of Lots 1, 3 and that part of Lot 2 lying between the Chicago and Milwaukee Railway and the West line of Lot 3, produced to the North line of Section 12, Township 41 North, Range 13, East of the Assessor's Plat of Evanston recorded in Book 143 of Maps, Page 45, in Cook County, Illinois, located in Section 34, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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COOK COUNTY CLERK'S OFFICE  
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