

LANDLORD'S AGREEMENT

THIS LANDLORD'S AGREEMENT (this "Agreement"), executed and delivered as of the 31st day of July, 1987, by Ronald Lakin, individually and Lewis Lakin and Aaron Lakin as trustees under The Nathan Lakin Trust Agreement as restated October 23, 1979, as amended, and A. Lakin & Sons, Inc. (collectively "Landlord"), in favor of American National Bank and Trust Company of Chicago ("Bank"), has reference to the following facts and circumstances:

A. Bank and Lakin General Corp. ("Borrower"), a Delaware corporation, have entered, and may from time to time hereafter enter, into various agreements, instruments and documents (collectively the "Loan Agreements") providing for Bank to loan and/or advance monies to or for the benefit of Borrower;

B. to secure payment and performance of all of Borrower's obligations and liabilities to Bank under the Loan Agreements ("Borrower's Liabilities"), Borrower granted to Bank a valid, perfected and first priority security interest in and to certain of Borrower's existing and/or owned and after arising and/or acquired properties, defined in the Loan Agreements and referred to herein as the "Collateral";

C. all or some of the Collateral is now and/or from time to time hereafter may be located at the premises commonly known as 2044 North Dominick Street, Chicago, IL 60614; 1500 West Webster, Chicago, IL 60614; corner of Shakespeara and Dominick, Chicago, IL 60614; corner of Dominick and McLean, Chicago, IL 60614; 1313-23 West Cortland, Chicago, IL; 2865 North Paulina, Chicago, IL; and 2000 North Clybourn, Chicago, IL and legally described on Exhibit A attached hereto and made a part hereof (the "Premises") owned and leased by Landlord, in whole or in part, to Borrower pursuant to four (4) Leases dated July 31, 1987, and all renewals, extensions, modifications, amendments, substitutions or replacements thereof (collectively, the "Lease");

D. Landlord wishes to continue to lease the Premises to Borrower and receive rental payments therefor pursuant to the Lease, and accordingly wishes for Borrower to remain in business and continue to operate the same; and

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:

Laurie G. Goldstein
KATTEN, MUCHIN, ZAVIS, PEARL,
GREENBERGER & GALLER
525 WEST MONROE STREET
SUITE 1600
CHICAGO, ILLINOIS 60606-3693

E. Borrower, to remain in business and continue to operate the same, may require loans and/or advances from Bank pursuant to the Loan Agreements, and Bank, as a condition precedent to making such loans and/or advances, has required Landlord to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Landlord hereby covenants and agrees with Bank as follows:

1. Landlord waives each and every right which Landlord now has or hereafter may have, under the laws of the State of Illinois, or by virtue of the Lease, or Borrower's occupation of the Premises, to levy or distrain upon, for rent, in arrears, in advance or both or for any monetary obligation arising by reason of default under the Lease, to claim or assert any lien, right, claim or title to any or all of the Collateral, which now or hereafter may be, or be installed, on the Premises.

2. Landlord recognizes and acknowledges that Bank's security interest in the Collateral pursuant to the Loan Agreements, is superior to any lien, right or claim of title of any nature which Landlord now has or hereafter may have or assert in or to the Collateral by statute, the Lease, other agreement or otherwise.

3. In the event of default by Borrower in the payment or performance of any of Borrower's Liabilities, Bank may remove the Collateral or any part thereof from the Premises in accordance with the terms and conditions of the Loan Agreements and statutory law appertaining thereto without objection, delay, hindrance or interference by Landlord and in such case Landlord will make no claim or demand whatsoever against the Collateral. Furthermore, in the event Landlord terminates the Lease, Landlord agrees that, at Bank's option, Bank may occupy and use the Premises and the Collateral may remain upon the Premises for a period not exceeding two (2) months after the receipt by Bank of written notice from Landlord advising Bank of such Lease termination and directing removal, for the purpose of completing the portion of Bank's Collateral consisting of work-in-process. In consideration thereof, Bank shall pay to Landlord all cash charges required to be paid under the Lease and shall maintain insurance required under the terms of the Lease, for the period of Bank's actual use and occupancy of the Premises.

4. In the event of default by Borrower in the payment or performance of any obligations or liabilities under the Lease, Landlord shall give Bank written notice thereof and twenty (20) days after the date of such notice to cure the same on behalf of Borrower. Written notice shall be delivered to Bank by registered

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or certified mail, deposited in the United States mail, proper postage prepaid, addressed to Bank at 33 North LaSalle Street, Chicago, Illinois 60690, Attn: Richard L. Marcus.

5. Bank may, without affecting the validity of this Agreement, extend, amend or in any way modify the terms of payment or performance of any of Borrower's Liabilities, without the consent of Landlord and without giving notice thereof to Landlord.

6. This Agreement shall inure to the benefit of the successors and assigns of Bank and shall be binding upon the heirs, personal representatives, successors and assigns of Landlord.

7. This Agreement shall be governed and controlled in all respects by the internal laws of the State of Illinois without reference to principles of choice of law.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year specified at the beginning hereof.

Attest:

Aaron Lakin
Secretary

A. LAKIN & SONS, INC.
(Landlord)

By: [Signature]
Its: [Signature]

LEWIS LAKIN AND AARON LAKIN AS TRUSTEES UNDER THE NATHAN LAKIN TRUST AGREEMENT AS RESTATED OCTOBER 23, 1979, AS AMENDED (Landlord)

Ronald Lakin
Individually (Ronald Lakin)

By: [Signature]
Lewis Lakin, Trustee

By: [Signature]
Aaron Lakin, Trustee

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EXHIBIT A

Lot 12 and that part of lot 11 in block 6 hereinafter described as follows: to-wit: Commencing at the South East corner of said lot 11; thence running Northerly along the West line of Dominick Street 33 feet; thence West parallel with the South line of said lot to the North Branch of the Chicago River; thence Southerly along the river to the South West corner of said Lot; thence East along the South line of said Lot to the place of beginning, said premises also being described as lot 12 and the South 33 feet, measured along the Street line of lot 11 in block 6 in Dominick's Subdivision of Lots 1, 2 and 3 in Block 14 in Sheffield's Addition to Chicago in the West half of the North West quarter of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

address of property:
2044 N. Dominick
Chicago, Illinois

P.I.N.: ~~14-32-120-004~~
CB014-32-120-005 ALL

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9/25/2019

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Russeloch. Robinson, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Aaron Lakin and Lewis Lakin, personally known to me to be the Trustees of said trust, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Trustees of said trust, pursuant to due power and authority, as their free and voluntary act and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of July, 1987.

Russeloch. Robinson
(Notary Public)

My Commission Expires:

OFFICIAL SEAL
HANNELORE M. HOKANSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 13, 1991

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF COOK)

I, Margaret M. McRandon, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lewis Lakin, personally known to me to be the President of said corporation, and 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 severally acknowledged that as such officer he signed and delivered the said instrument, and caused the corporate seal to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 31st day of July, 1987.

Margaret M. McRandon
(Notary Public)

My Commission Expires:

OFFICIAL SEAL
MARGARET M. MCRANDON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 15, 1991

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CLERK OF COOK COUNTY
JAN 10 2011 10:58 AM

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Hannelore M. Hokanson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald Lakin, 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 severally acknowledged that he signed and delivered said instrument as his free and voluntary act and deed for the purposes therein set forth.

Given under my hand and notarial seal this 31st day of July, 1987.

Hannelore M. Hokanson
(Notary Public)

My Commission Expires:

OFFICIAL SEAL
HANNELORE M. HOKANSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 15, 1991

DEPT-01 RECORDING \$17.25
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COOK COUNTY RECORDER

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Katten, Muchin + Zavis
EILEEN L. DEUTSCH
525 W. Monroe St.
Suite 1600
Chicago, Ill.



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