

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE ("Assignment") made as of the 16th day of January, 1987, from EUGENE A. KOWALIS ("Kowalis") and La Salle National Bank, not individually but solely as trustee under Trust Agreement dated November 17, 1983 and known as Trust No. 107279 ("Trustee") (Kowalis and Trustee being hereinafter individually or collectively referred to as the "Assignor"), to REPUBLIC SAVINGS BANK, F.S.B., a Federal savings bank (the "Lender").

WHEREAS, Trustee is the owner of the real estate legally described in Exhibit "A" hereto and the improvements thereon (the "Premises") and Kowalis is the owner of the entire beneficial interest of the land trust of which Trustee is trustee;

WHEREAS, Trustee has executed its Mortgage and Security Agreement of even date herewith in favor of Lender (the "Mortgage") to secure the payment of all obligations of Assignor to Lender, arising under said Mortgage and the Installment Note of even date herewith in the original aggregate principal amount of \$698,954.04 made by Assignor to Lender; and

WHEREAS, Assignor and Orland Toyota, Inc., an Illinois corporation ("Lessee") are parties to a Lease Agreement dated November 1, 1984 (the "Lease") whereby Assignor has agreed to lease the Premises to Lessee for a period of three years;

NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and as further and additional security for payment of the Obligations, any other indebtedness or obligation secured or guaranteed by the Mortgage, payment of all other sums with interest thereon becoming due, and amounts payable to Lender under the provisions of this Assignment, and the performance and discharge of each and every obligation, covenant and agreement of Assignor contained in this Assignment or the Mortgage, does hereby sell, assign and transfer unto the Lender all of Assignor's right, title and interest in the Lease, together with all the rents, income, issues and profits now due and which may hereafter become due under or by virtue of the Lease, together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all the foregoing to Lender.

To protect and further the security of this Assignment, the Assignor agrees as follows:

1. Agreements Regarding the Lease. Assignor agrees, represents and warrants unto Lender as follows:

- (a) Assignor is the sole owner of the entire interest of the lessor in the Lease; without Lender's prior written consent, Assignor will not transfer, sell, assign, pledge, encumber or grant a security interest in the Lease; without Lender's prior written consent, Assignor will not consent to, suffer or permit the permit the assignment or subletting of any leasehold estate created thereunder which would relieve the lessee of its obligations under the Lease, any such attempted assignment or subletting without Lender's written consent, whether by Assignor or by a lessee, shall be null and void;



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

Mary K. Krigbaum
Rudnick & Wolfe
30 North LaSalle Street
Suite 250C
Chicago, IL 60602

STREET ADDRESS:

8505 West 159th Street
Tinley Park, Illinois
PIN Number: 27-23-101-016

EJ N.W.T.
mC

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- (b) the Lease is enforceable in accordance with its terms, and is in full force and effect and the Lessee thereunder is not in default under any of the terms, covenants or conditions thereof;
- (c) the Assignor will promptly notify Lender of any default or claimed default by lessor or lessee under the Lease of which it becomes aware;
- (d) the Assignor shall not hereafter permit the Lease to become subordinate to any lien other than the Mortgage on the Premises, nor terminate, modify or amend the Lease or any of the terms thereof so as to adversely affect the interest or rights of the lessor thereunder without the prior written consent of Lender, and any attempted termination, modification or amendment of the Lease without such written consent shall be null and void;
- (e) no payment of rent has been or will be made by Lessee for more than one month's installment in advance or has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Assignor, and the Assignor waives any right of set-off against Lessee; Assignor has not made and will not make any other or further assignment of the rents, issues, income or profits of the Premises or of the Lease except subsequent to or in connection with the release of this Assignment with respect to such portion of the Premises so released;
- (f) the Assignor shall perform all of its covenants and agreements under the Lease and shall not suffer or permit any release of liability of, or right to withhold payment of rent by, Lessee; and
- (g) the Assignor shall not commence or continue proceedings to evict, remove or dispossess Lessee or to terminate the Lease without prior written consent of the Lender.

Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of the Lease prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Premises from and after the date of any default under the Mortgage, which default shall not have been cured within the time periods, if any, expressly established therefor, shall be held by Assignor as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Lender.

2. Waiver Of Liability. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions hereinafter contained. No liability shall be asserted or enforced against Lender in the exercise of the powers granted by the Mortgage, all such liability being expressly waived and released by the Assignor.

3. Further Assurances And Assignments. The Assignor further agrees to execute and deliver immediately upon the

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request of Lender, all such further assurances and assignments concerning the Lease or the portion of the Premises demised by the Lease (the "Demised Premises") as Lender shall from time to time reasonably require.

4. Exercise Of Remedies. Upon occurrence of any default under the Mortgage, or in any case in which under the provisions of the Mortgage Lender has a right to institute foreclosure proceedings, whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, upon demand of Lender, the Assignor agrees to surrender to Lender Assignor's rights as lessor under the Lease ("Lessor") and to direct the Lessee to attorn to Lender and recognize Lender as the Lessor and to make all payments due under the Lease, whether of rent or other amounts, to Lender. Upon such demand of Lender, Lender shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys (subject to the Lease), with or without force or notice and with or without process of law, together with all the documents, books, records, papers and accounts of the Assignor or the then owner of the Premises relating thereto, and may exclude the Assignor, its agents, or servants, wholly therefrom and may as attorney in fact of the Assignor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises as lessor thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of the rents, income, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate the Lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof and to receive all such rents, income, issues and profits.

5. Indemnity. Lender shall not at any time (regardless of any exercise by Lender, or right of Lender to exercise, any powers herein conferred) be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease, and the Assignor shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which Lender may or might incur under or by reason of (a) the Lease, (b) the assignment thereof, (c) any action taken by Lender or its agents hereunder, unless constituting willful misconduct or gross negligence, or (d) claims and demands which may be asserted against it by reason of any alleged obligations or undertakings on its part to (or to cause the Assignor to) perform or discharge any of the terms, covenants or agreements contained in the Lease.

6. Application Of Proceeds. Lender in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the proceeds of the Lease to the payment of or on account of the following, in such order as Lender may determine:

(a) operating expenses of the Premises, including costs of management and leasing thereof (including reasonable compensation to Lender and its agents, and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), establishing any claims for damages, and premiums on insurance hereinabove authorized;

(b) taxes and special assessments now due or which may hereafter become due on the Premises;

(c) the costs of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the reasonable judgment of Lender, make it readily rentable;

(d) any indebtedness secured or guaranteed by the Mortgage or any deficiency which may result from any foreclosure sale.

7. Power Of Attorney. Assignor does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead, with or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all of said rents, income, issues and profits now or hereafter arising from or accruing or due under the Lease with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions herein set forth. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Lender.

8. Occurrence Of Default. Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur a Default as defined in the Mortgage, or a default in the performance and observance by Assignor of his obligations and agreements under the Mortgage in each instance after any applicable grace periods shall have expired. Nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under the Mortgage or to affect the impression of a trust upon funds received by a trustee in the manner provided for in Paragraph 1 above.

9. Instruction To Lessee. The Assignor further specifically and irrevocably authorizes and instructs Lessee and each and every present and future lessee or tenant under the Lease to pay all unpaid rental agreed upon in any lease or other agreement for occupancy of the Premises to Lender upon receipt of demand from Lender so to pay the same, without any inquiry as to whether or not said demand is made in compliance with the immediately preceding paragraph hereof. Lender has not received or been transferred any security deposit with respect to the Lease, and assumes no responsibility for any such security deposit until such time such security deposit may be transferred to Lender and accepted by Lender by notice to Lessee.

10. Election Of Remedies. It is understood and agreed that the provisions set forth in this Assignment shall be deemed a special remedy given to Lender, and shall not be deemed exclusive of any of the remedies granted in the Mortgage but shall be deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted Lender, all of which remedies shall be enforceable concurrently or successively. No exercise by Lender of any of its rights hereunder shall cure, waive or affect any default hereunder or default under the Mortgage. No inaction or partial exercise of rights by Lender shall be construed as a waiver of any of its such rights and remedies, and no waiver by Lender of any such rights and remedies shall be construed as a waiver by Lender of any of its other rights and remedies.

11. Continual Effectiveness. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that this Assignment shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations secured or guaranteed by the Mortgage, in whatever form, and until all bills incurred by virtue of the authority herein contained have been fully paid out of rents, income, issues and profits of the Premises, or by the Assignor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless all indebtedness secured or guaranteed by the Mortgage is fully satisfied before the expiration of any period of redemption.

12. Bankruptcy. In the event Lessee should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Lease, the Assignor covenants and agrees that if the Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of the Lease will be made payable both to the Assignor and Lender. The Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Lender may elect.

13. Notices. Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the second (2^d) business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or at such other place as such party may have designated to all other parties by notice in writing in accordance herewith:

(a) If to Assignor:

Eugene A. Kowalis
8505 West 15th Street
Tinley Park, Illinois

with a copy to:

Laser, Schostok, Kolman & Frank
189 West Madison
Chicago, Illinois 60602
Attention: Stephen Pokorny, Esq.

(b) If to Lender:

Republic Savings Bank, F.S.B.
4600 West Lincoln Highway
Matteson, Illinois 60443
Attention: Mr. Jerry O'Connor,
Vice President

with a copy to:

Rudnick & Wolfe
30 North LaSalle Street
Suite 2500
Chicago, Illinois 60602
Attention: Errol R. Halperin, P.C.

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ASSEMBLY

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

14. Binding Agreements. This Assignment and all provisions hereof shall be binding upon the Assignor and its successors, assigns, and legal representatives and all other persons or entities claiming under or through Assignor, and the word "Assignor", when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender", when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Mortgage.

15. Governing Law; Interpretation. This Assignment shall be governed by the laws of the State of Illinois. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Time is of the essence of this Assignment.

16. Miscellaneous. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally. The section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Agreement. As used in this Assignment, the singular shall include the plural and the plural shall include the singular and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

17. Trustee's Exculpatory Clause. This Assignment is executed by the Trustee, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possess full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Assignment except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to limit or restrict any of the rights and remedies of Lender to enforce the payment of the Indebtedness Hereby Secured out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Lender under any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the day and year first above written.

Eugene A. Kowalis
Eugene A. Kowalis

LaSalle National Bank, not personally but solely as Trustee aforesaid

By: _____
Title: _____

ATTEST:

Title: _____

This property is commonly known as 8505 West 159th Street, Tinley Park, Illinois, PIN 27-23-101-106.

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11/10/2011

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public,
in and for said County, in the State aforesaid, DO HEREBY
CERTIFY that _____

_____ President of LaSalle National Bank, is person-
ally known to me to be the same person whose name is subscribed
to the foregoing instrument as _____ President of LaSalle
National Bank, appeared before me this day in person and ac-
knowledged that he signed and delivered said instrument as his
free and voluntary act and deed and as the free and voluntary
act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of
January, A.D., 1987.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, S.J. Polomy, a Notary Public,
in and for said County, in the State aforesaid, DO HEREBY
CERTIFY that Eugene Kowalis, personally known to me to be the
person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he
signed and delivered said instrument as his free and voluntary
act and deed for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16 day of
January, A.D., 1987.

S. J. Polomy
Notary Public

My Commission Expires: 6-20-87

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COOK COUNTY CLERK'S OFFICE
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EXHIBIT A
TO COLLATERAL ASSIGNMENT OF LEASE

The Land

The East 1/2 of the West 2/3 (except that part thereof falling within the property, the title to which is currently vested in the State of Illinois, Department of Public Works and Buildings) described as follows:

Commencing at the intersection of the West Line of the below described tract, with the existing South Right of Way Line of 159th Street; Thence East along the South Right of Way Line, a distance of 100 feet, to the point of beginning; thence continuing along the said South Right of Way Line, a distance of 400 feet to a point; thence South, perpendicular to the last described line, a distance of 5 feet to a point; thence West along a straight line, parallel with and distant 5 feet, South of the existing South Right of Way Line of 159th Street, a distance of 400 feet to a point; thence North 5 feet along a straight line, to the point of beginning, of the following described property taken as a tract; that part of the North 1/2 of the East 1/2 of the North West 1/4 of Section 23, Township 36 North, Range 12 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the North East corner of the said North West 1/4; thence westerly along the North Line of the North West 1/4 of said Section 23 233 feet to the point of beginning, of the following described parcel of land; thence continuing westerly along the said North Line, 1107.32 feet, to the North West corner of the East 1/2 of the North West 1/4 of said Section 23; thence southerly along the West Line of the East 1/2 of the North West 1/4 of said Section 23, 650 feet to a point of intersection, with a line, 650 feet south of and parallel with the North Line of the said North West 1/4 of Section 23; thence easterly along the said parallel line, 1104.47 feet to the point of intersection, with a line, drawn perpendicular to the North Line of the said North West 1/4 of Section 23 and passing through the hereinabove described point of beginning; thence northerly along the said line 650 feet to the point of beginning) all in Cook County, Illinois.

CONSENT, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS CONSENT AND ATTORNMENT AGREEMENT dated January 19, 1987 by ORLAND TOYOTA, INC., an Illinois corporation ("Lessee"), and REPUBLIC SAVINGS BANK, F.S.B. ("Lender").

1. Lessee hereby consents to the foregoing Assignment and accepts and agrees to be bound by all of the terms thereof. Lessee hereby expressly agrees that, in the event Lender exercises its rights under the Assignment by delivery of written notice to Lessee of such exercise at Lessee's address for notice set forth in the Lease, Lessee will attorn to Lender and recognize Lender as the lessor under the Lease, regardless of any instruction or request from Eugene A. Kowalis ("Lessor") to the contrary; pay to Lender all amounts due under the Lease, including without limitation fixed rent, real estate taxes and insurance deposits; and perform all obligations of Lessee under the Lease for the benefit of the Lender, notwithstanding any claim, defense, right or setoff or counterclaim which Lessee may have against Lessor.

2. Lessee hereby confirms, as of the date hereof, the following:

(a) That it is in full and complete possession of the Premises, such possession having been delivered by the Lessor and having been accepted by Lessee;

(b) That the improvements and space required to be furnished by the terms of the Lease are satisfactory to Lessee and are available for the use of the Lessee, its customers, employees, and invitees;

(c) That all duties of an inducement nature required of the Lessor in the Lease have been fulfilled;

(d) That the Lease is in full force and effect; that there is no existing default under the Lease or circumstance existing that with the passage of time, the giving of notice or both, would constitute a default under the Lease;

(e) That no rents have been prepaid except as provided by the Lease; that Lessee does not now have or hold any claim against Lessor under the Lease which might be set off or credited against Lessor or which might be set off or credited against future accruing rents;

(f) That Lessee has not assigned or transferred its interest in the Lease or any part thereof and has received no notice of a prior sale, transfer, assignment, hypothecation, or pledge of the Lease or of the rents secured therein by Lessor, except to Lender; and

(g) That Lessee has not paid any security deposit to Lessor under the Lease.

3. Lessee agrees that, without the prior written consent of Lender, Lessee will not assist, join in, suffer or permit:

(a) the amendment, extension, renewal, modification or termination of the Lease, except insofar as Lessee has the right to extend the Lease pursuant to the terms of the Lease other than a renewal or extension of the Lease on terms substantially similar to the Lease at a then current fair market value rental rate;

(b) the payment of rent under the Lease for more than one month's installment in advance;

(c) the waiver, reduction, release, discount, compromise or discharge of any amount due under the Lease; or

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(d) the assignment, transfer, pledge, conveyance or encumbrance of the interests of Lessee under the Lease other than an assignment or transfer of Lessee's interests under the Lease which does not relieve it of its obligations thereunder.

4. It is expressly understood that Lender neither assumes nor has any obligation to Lessee to exercise its rights under the Assignment or to declare a default under the Mortgage, but that the option to exercise such rights or declare a default rests in the sole and absolute discretion of Lender.

5. The Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements, and extensions therefor, to the full extent of the Obligations (as defined in the Mortgage) secured by the Mortgage and any other amounts required to be paid by the terms of the Mortgage. Lessee will in no event subordinate or agree to subordinate the Lease to any lien or encumbrance affecting the Premises without the express written consent of Lender, and any such attempted subordination or agreement to subordinate without such consent of Lender shall be void and of no force and effect. Lessee agrees to give Lender a copy of any notice of default served upon the Lessor by Lessee. Lessee further agrees that if Lessor shall have failed to cure such default within the cure period provided in the Lease after such notice to Lessor (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if Lessor has commenced within such necessary if Lessor has commenced within such period and is diligently pursuing the remedies or steps necessary to cure or correct such default), then Lender shall have an additional cure period of equal duration within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if the Lender has commenced within such period and is diligently pursuing the remedies or steps necessary to cure or correct such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default). Until the time allowed, as aforesaid, for Lender to cure such default has expired without cure, Lessee shall have no right to and shall not terminate the Lease on account of Lessor's default.

6. In the event it should become necessary to foreclose the Mortgage, Lender will not join Lessee as a party defendant in any foreclosure proceedings so long as Lessee is not in default under any of the terms, covenants or conditions of the Lease. So long as Lessee is not in default under any of the terms, covenants or conditions of the Lease, Lessee shall be entitled to quiet enjoyment of the Premises, and Lender shall recognize and be bound to Lessee as provided in paragraph 7 below.

7. In the event that Lender shall, in accordance with the foregoing, succeed to the interest of the Lessor under the Lease, the Lessee agrees, from and after such event, to attorn to Lender and/or any purchaser at any foreclosure sale of the Premises, all rights and obligations under the Lease to continue as though the interest of Lessor had not terminated or such foreclosure proceedings had not been brought, and the Lessee shall have the same rights as contained in the Lease that the Lessee might have under the Lease against the Lessor; provided, however, that Lender shall not be:

(a) liable for any act or omission of any prior lessor (including the Lessor);

(b) subject to any offsets or defenses which the Lessee might have against any prior lessor (including the Lessor);

(c) bound by any rent or additional rent which the Lessee might have paid for more than the current month to any prior lessor (including the Lessor); or

(d) bound by any amendment or modification of the Lease made without its consent subsequent to the date hereof.

7. This Agreement shall be binding upon and shall inure to the benefit of Lessee and Lender and their respective successors and assigns, who are entitled to rely upon the foregoing statements.

IN WITNESS WHEREOF, Lessee and Lender have executed these presents the day and year first above written.

Lessee:

ORLAND TOYOTA, INC.

By: _____
Name: _____
Title: _____

Lender:

REPUBLIC SAVINGS BANK, F.S.B.

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, President of ORLAND TOYOTA, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal on January __, 1987.

Notary Public

My Commission Expires:

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#1401 # B *--87-038626
TRAN 0091 01/21/87 10:27:00
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COOK COUNTY RECORDER

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