

Instrument Prepared By:

C. V. Rogoff, Esq.
Ford Motor Credit Company
Room 2362
The American Road
Dearborn, MI 48121

ACKNOWLEDGMENT OF ASSIGNMENT OF RENTS AND LEASES
AND AN AGREEMENT TO SUBORDINATE AND ATTORN

The undersigned AL PIEMONTE NISSAN, ^{DATSUN,} INC., an Illinois corporation ("Tenant"), hereby acknowledges notice of the (x) assignment by AL PIEMONTE BUILDIG TRUST #50594 ("Landlord") to Ford Motor Credit Company, a Delaware corporation ("Ford Credit") of a certain lease agreement (the "Lease") dated May 5, 1986 between Landlord, as lessor, and the Tenant, as lessee, of certain premises being used for an automobile sales and service establishment, more particularly described in Schedule A hereto; and (y) the assignment by Landlord to Ford Credit of the rents under the Lease. Tenant further acknowledges receipt of a copy of the document evidencing (x) and (y) above; and the undersigned hereby agrees that:

(i) Upon notice to it by Ford Credit, it will pay all rents thereafter becoming due under the Lease to Ford Credit;

(ii) It will not assert, as against any rents becoming due following notice by Ford Credit, no set-off, counterclaim or other claim or charge which it may have or claim as against Landlord;

(iii) It will observe and perform all of its obligations under the Lease following notice by Ford Credit, notwithstanding any prior default on the part of Landlord, provided that Ford Credit shall remedy such default, or cause same to be remedied, within thirty (30) days after actual notice to Ford Credit thereof (unless such default, if curable, requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, as the case may be, within such 30-day period and Ford Credit shall commence to cure such default within such 30-day period and shall thereafter diligently and continuously process the same to completion);

(iv) Ford Credit shall in no event be deemed liable as lessor under the Lease or subject to any obligations of the Landlord thereunder; and

Mail to: Box 184 (FLK)

(Handwritten initials)

7104989 PZ (2) Carter

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(v) Tenant does hereby postpone and subordinate its interest in the Lease to the Mortgage dated May 8, 1987 (the "Mortgage") from Landlord, as mortgagor, to Ford Credit as mortgagee, and does hereby attorn to the Mortgage. All right, title and interest of the Tenant in the lands and premises demised under the Lease shall be subject to Ford Credit's rights under the Mortgage as fully as if the Mortgage had been made and recorded before the making of the Lease and the moneys secured by the Mortgage had been advanced before the making of the Lease.

(vi) It will not terminate, amend, or modify the Lease, or seek any concessions in connection therewith, or surrender the lease, or execute any sublease without the prior written consent of Ford Credit.

IN WITNESS WHEREOF, Tenant has caused this instrument to be executed this 8th day of May, 1987.

WITNESS:

AL PIEMONTE NISSAN ^{DATSUN} INC.

By  (SEAL)
President

ATTEST:


Secretary

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all proceedings but the proceedings in this case shall be
held in the County of Cook, Illinois, at the Court House
in the City of Chicago, Illinois, on the 1st day of
January, 1900, at 10 o'clock in the forenoon, for the
purpose of hearing the said petition and the objections
thereunto, and for the purpose of appointing a receiver
of the property of the said corporation, and for the
purpose of determining the rights of the said creditors
of the said corporation, and for the purpose of
determining the rights of the said stockholders of the
said corporation, and for the purpose of determining
the rights of the said parties to the said proceedings.

and the Court do hereby order that the said proceedings
be held in the County of Cook, Illinois, at the Court
House in the City of Chicago, Illinois, on the 1st day
of January, 1900, at 10 o'clock in the forenoon, for
the purpose of hearing the said petition and the
objections thereunto, and for the purpose of
appointing a receiver of the property of the said
corporation, and for the purpose of determining the
rights of the said creditors of the said corporation,
and for the purpose of determining the rights of the
said stockholders of the said corporation, and for
the purpose of determining the rights of the said
parties to the said proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand
and the seal of the Court at Chicago, Illinois, this
1st day of January, 1900.

Clerk of the Court

Clerk of the Court

Property of Cook County Clerk's Office

11/18/00

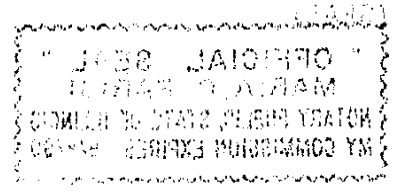
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NOTARIAL PUBLIC STATE OF ILLINOIS
COMM. NO. 00000000

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Illinois.

Witness my hand and seal at the City of Chicago, Illinois, this _____ day of _____, 20____.

Notary Public in and for the State of Illinois
My Commission Expires _____



Property of Cook County Clerk's Office

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SCHEDULE A

That part of the North East 1/4 of Section 4 South of the Indian Boundary Line, in Township 39 North, Range 12 East of the Third Principal Meridian described as follows:

Beginning at a point in the South line of North Avenue, being 97.6 feet South of the North line and 745.0 feet West of the East line of Section 4 aforesaid, thence South at right angles to the South line of North Avenue, Route 64 (as dedicated by Document Number 1201927) 336.0 feet to a point 152.114 feet North line of Owner's Subdivision of the East 70 acres (except the North 15 acres and except the East 33 feet thereof taken for street) of the North East 1/4 of Section 4 aforesaid; thence South 89 degrees 45 minutes 57 seconds West 396.45 feet to a point in the Easterly line of a tract conveyed by C. Hausserman Company to the Indian Harbor Belt Railway Company by deed recorded July 8, 1926, as Document 9332022, 150.49 feet North of the North line of owner's subdivision aforesaid; thence North 00 degrees 12 minutes 47 seconds east along said described line for a distance of 205.904 feet to its intersection with the Southeasterly line of the Indiana Harbor Belt Railroad Company right of way, as conveyed by C. Hausserman Company to the Indiana Harbor Belt Railroad Company by Document 7224882; thence North 25 degrees 10 minutes 27 seconds East on the Southeasterly line of said right of way for a distance of 145.54 feet (deed) (145.54 feet measured) the the South line of North Avenue, aforesaid; thence East on said South line of North Avenue 333.78 feet to the point of beginning in Cook County, Illinois.

15-04-204-031-0000

Address: 2600 W. North Ave
Melrose Park, IL 60160

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