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**UNOFFICIAL COPY**


LESSOR'S AGREEMENT 5 9 7 8

③ 71006402

In order to induce Small Business Administration/Chicago Industrial Finance Corporation (herein called "Bank/Administration") to make a loan to the lessee, Byczek Equipment Company (hereinafter called "Borrower"), or the City of Chicago, State of Illinois, in the principal sum of Two Hundred Sixty Thousand Dollars (\$260,000.00), which loan is evidenced by a Note, executed by Borrower and naming Bank/Administration as payee, I(we), American National Bank of Chicago as Trustee under Trust #61845 (hereinafter called "Lessor"), of the City of Chicago, State of Illinois, hereby certify and agree with Borrower and Bank/Administration as follows:

1. Lessor certifies that as of a date not more than thirty (30) days prior to any disbursement on account of the Loan, Borrower is not in default under any terms of that certain lease dated September 1, 1985, executed by Borrower, and more particularly described as follows:
2. Lessor agrees that in the event of any default under such lease, Lessor will not terminate said lease or take any action to enforce any claim with respect thereto without giving to the holder of said Note at least sixty (60) days' prior written notice and the right to cure such default within said period; and so long as the holder of the Note has not entered into possession of the leased premises for the purpose of operating the said business, it shall not be liable for rent or any other obligation of Borrower pursuant to, or in connection with, said lease, and Borrower shall remain liable for all such rents and obligations.
3. Lessor subordinates, to all liens of the holder of the Note securing its payment until the indebtedness has been paid in full, every lien of the Lessor on, and every right of the Lessor to institute proceedings to establish any lien or claim against, any or all of the property hypothecated as collateral for said Note.
4. Lessor certified that he/it has full power and authority to execute said lease and this consent and agreement, and has title to the leased premises or such property rights therein as to make effective the vesting in Borrower of rights with respect thereto in accordance with the terms of said lease.
5. Lessor agrees that none of the property of the Borrower now situated, or hereafter placed by Borrower, on said leased premises constitutes, or will constitute, fixtures, nor shall it become a, or considered as, part of the real estate as such property of the Borrower has been, or will be, placed on said premises with the agreement and understanding that it may be removed therefrom by the Borrower or his (its) successors or assigns.
6. Lessor agrees the provisions of this Agreement shall govern in the event of any conflict in terms and conditions, or the interpretation thereof, between the subject lease and this agreement.

Dated at Chicago on the 24th day of November, 1986.

  
American National Bank of Chicago  
as Trustee under Trust Agreement  
dated August 2, 1984 and known as  
Trust #61845.

12.00

This document prepared by: Thomas D. Murray, 312 W. Randolph, Suite 400, Chicago, Illinois 60606

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## Parcel 1:

Lot 36 (Except the North 33 feet thereof and except the Easterly 25 feet measured a right angles thereof) in John Proesel Estate Partition being a subdivision of the South 1/2 of the South West 1/4 of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, (except railroad) in Cook County, Illinois.

## Parcel 2:

The North 8 feet of the East and West 16 foot. public alley lying South of Lot 36 and North of Lot 37; lying East of the West line of aforesaid Lot 36 extended South 8 feet; lying West of the Easterly line of aforesaid Lot 36 (being the Westerly line of Proesel Avenue) extended Southwesterly to the North East corner of aforesaid Lot 37; all in John Proesel Estate Partition being a subdivision of the South 1/2 of the South West quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian (except railroad right of way) in Cook County, Illinois.

Commonly known as: Southwest Corner of Proesel Avenue and Schreiber Avenue; Lincolnwood, Illinois

NEW BUILDING

EBO MD

PIN # 10. 35-327-206, 207, 208

Cook County Clerk's Office

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