

WAIVER OF LIEN AND CONSENT TO INSTALLATION

Legal Description of Real Property: (See Schedule A)

As an inducement to Copelco Capital Corporation ("Copelco") to cause delivery of the personal property described in the equipment lease ("Personal Property"), dated September 19, 1988, executed by Virginia Specialty Stores, Inc., as Lessee, the parent company of The Answer of Chicago Ridge - The Elegant Large Size Discounter, Inc., and, in consideration of delivery of said Personal Property to Lessee, the undersigned hereby agree as follows:

1. The Personal Property now or hereafter described in said equipment lease and listed on the attached Schedule A, may be affixed to the Premises more fully described in that certain Lease dated July 2, 1987 by and between LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated June 26, 1984 and known as Trust No. 108573 ("Landlord") and The Answer of Chicago Ridge - The Elegant Large Size Discounter, Inc., ("Tenant"), which form a part of the real estate described on Schedule A hereof and said Personal Property is to remain personal property, notwithstanding the manner in which it is affixed to said Premises.
2. The title to said Personal Property shall remain in Copelco.
3. Copelco may remove said Personal Property at any time whenever it is necessary to protect its interest without accountability to the undersigned; providing, however Copelco shall repair any damage to the Premises or real estate caused by its removal of said Personal Property, (except, of course, redecorating) and the Premises shall be left in a safe, sanitary, broom-clean condition.
4. The undersigned waive each and every right, lien, claim or encumbrance which now exists or may hereafter arise against said Personal Property, subject to the provisions of this Agreement.
5. This Agreement is binding upon the undersigned's heirs, devisees, legatees, successors and assigns and inures to the benefit of Copelco, its successors and assigns.
6. If Landlord shall terminate Tenant's Lease or terminate Tenant's right to possession under its Lease for the Premises prior to the expiration of the term or any extension thereof, Landlord may give written notice to Copelco to perform its removal duties and repair duties (as herein stated).
7. Copelco agrees that upon receipt of notice from Landlord it shall remove all of said Personal Property from the Premises, whether or not Lessee is in default under the equipment lease held by Copelco, the aforesaid removal (and the performance of any repair duties of Copelco) to be completed within a period of sixty (60) days, or such additional time as may be required if Copelco is diligently prosecuting to completion such repairs, from its receipt of any such notice. If, however, all of said Personal Property shall have not been removed from Premises or Copelco has not completed the aforesaid repair duties set forth in Article 3 of this instrument, within the aforesaid period of time, then the following shall apply: (i) Landlord may thereafter remove and/or store any of said Personal Property (without the prior written permission of either Copelco, Lessee or Tenant, who jointly and severally agree to

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reimburse to Landlord all expenses therefor); and (ii) in the event all Landlord's expenses are not reimbursed to Landlord within thirty (30) days after demand therefor, Landlord may remove, dispose, sell and/or store the Personal Property (or any portion thereof), in any manner deemed advisable by Landlord in its sole and absolute discretion, in connection with the reletting of the Premises, accounting and remitting to Copelco the proceeds of such sale (if the Personal Property is sold) less the aforesaid expenses.

- 8. In the event of removal of any of the Personal Property from said Premises by Copelco, Lessee, Tenant and Copelco, jointly and severally, agree to promptly perform the repair obligations described at Section 3 of this Agreement.
- 9. The Answer of Chicago Ridge - The Elegant Large Size Discounter, Inc., as Tenant under the Lease, and Virginia Specialty Stores, Inc., as Lessee under the equipment lease, join in the execution hereof to expressly indicate their respective agreements to abide by the terms, covenants and conditions of this Waiver of Lien and Consent to Installation.

LANDLORD
 LA SALLE NATIONAL BANK, as Trustee under
 Trust No. 108573 and not personally
 By: [Signature]
 Its: _____

COPELCO CAPITAL CORPORATION
 By: [Signature]
 Its: _____

TENANT
 The Answer of Chicago Ridge
 - The Elegant Large Size
 Discounter, Inc.
 By: [Signature]
 Its: _____

LESSEE
 Virginia Specialty Stores,
 Inc.
 By: [Signature]
 Its: _____

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT ...
 DATED 10-18-88 UNDER TRUST NO. 108573

This instrument is executed by LaSALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

-88-521984

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY

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State of _____)
County of _____) SS

On this 12 day of Oct, the year 1978, before me Mark F. Franklin a Notary Public, personally appeared JOSEPH W. LANG personally known to me (or provided to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Signature Mark F. Franklin

Name (Typed or Printed)

My Commission Expires April 28, 1980

Commonwealth
*~~State~~ of Virginia)
City) SS
County of Newport News)

On this 2nd day of February, the year 1988, before me Lisa Pfander Schreiner a Notary Public, personally appeared Lawrence A. Babnowitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person/persons whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.

Signature Lisa Pfander Schreiner

Name (Typed or Printed)

My commission expires February 10, 1989

I was commissioned notary as Lisa Jean Pfander

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CORPORATE NOTARY

STATE OF New Jersey)
) SS.
COUNTY OF Camden)

Before me, a Notary Public in and for said County and State, personally appeared Henry J. Lewis and Michael C. Miller, to me personally known as the President and Senior Vice President, respectively, of Capitol Capital Corporation, who executed the foregoing Lease for and on behalf of said corporation by authority of its Board of Directors.

GIVEN under my hand and Notary Seal this 3rd day of November, 1988.

Notary Public

MAUREEN QUINN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 19, 1992

My Commission Expires: _____

CORPORATE NOTARY

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known as the _____ and _____, respectively, of _____, who executed the foregoing Lease for and on behalf of said corporation by authority of its Board of Directors.

GIVEN under my hand and Notary Seal this _____ day of _____, 19__.

Notary Public

My Commission Expires: _____

CORPORATE NOTARY

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known as the _____ and _____, respectively, of _____, who executed the foregoing Lease for and on behalf of said corporation by authority of its Board of Directors.

GIVEN under my hand and Notary Seal this _____ day of _____, 19__.

Notary Public

My Commission Expires: _____

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15.00

THE TUCKER COMPANIES, INC.
THE COMMONS OF CHICAGO RIDGE

SCHEDULE A
LEGAL DESCRIPTION

PARCEL I

The south 107 feet of the North 140 feet of the Northeast Quarter of the Southeast Quarter of Section 7, lying East of the Easterly line of the West 350 feet thereof, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, containing 2.2898 acres, more or less.

PARCEL II

That part of the East Half of the Southeast quarter of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the South line of the North 140 feet of said Southeast Quarter and the West line of Ridgeland Avenue as dedicated, said line being 50 feet West of and parallel with the East line of said Southeast Quarter; thence South 0 08'09" East 539.67 feet; thence south 50 19'46" West 495.93 feet; thence South 39 40'11" East 199.25 feet to the Northwesternerly line of the Southwest Highway, as dedicated; thence South 50 19'46" West 134.86 feet along last said Northwesternerly line to the Northwesternerly line of the Baltimore and Ohio Chicago Transfer Railroad Company's right-of-way; thence North 52 33'47" West 731.68 feet along last said Northwesternerly line; thence South 63 32'44" East 183.60 feet; thence North 50 19'44" East 96.38 feet to a line 350 feet East of and parallel to the West line of said East Half of the Southeast Quarter; thence North 0 01'46" West 860.04 feet along last said East line to the South line of the North 140 feet of said Southeast Quarter; thence North 59 49'54" East 530.75 feet to the place of beginning, all in Cook County, Illinois.
Containing 21.5295 acres, more or less.

EQUIPMENT LIST

66-521984

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15.00

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11/15/2011

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11/15/2011