

UNOFFICIAL COPY

Exhibit A

COOK COUNTY, ILLINOIS
FILED FOR RECORD
87549308
1987 OCT -9 AM 9:46
87549308

12.00

LESSOR'S AGREEMENT

order to induce Chicago Industrial Finance Corporation/Small Business Admin-
d "Bank/Administration") to make a loan to the lessee, Leavitt Food & Deli, istration
d and Deli (hereinafter called "Borrower"), or the City
, State of Illinois, in the
of One Hundred Four Thousand Dollars (\$104,000.00----
which loan is evidenced by a Note, executed by Borrower and naming
ration as payee, I(we), First National Bank of Evergreen Park as Trustee
called "Lessor"), of the City of Evergreen Park, Trust #4977
Illinois, hereby certify and agree with Borrower and
ration as follows:

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 5-1-86
, executed by Borrower, and more particularly described as
follows:

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.

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.

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.

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.

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.

on the
day of
10th, 1987.

x _____
Lessor

First National Bank of Evergreen Park as
Trustee under Trust #4977

BY: [Signature]
ASST. TRUST OFFICER & Sr. Vice Pres.

(10-70)
Ded for execution by trustee
[Signature]
TRUST OFFICER

SEE RIDER ATTACHED FOR EXECUTION BY TRUSTEE

87549308
Clerk's Office

88290007

UNOFFICIAL COPY 88290008

This Indenture, Made this 15th day of June A. D. 19 88, by and between

First National Bank of Evergreen Park

a national banking association existing under and by virtue of the laws of the United States of America, as Trustee under a deed or deeds in trust given pursuant to the provisions of a trust agreement dated the 28th day of October A. D. 19 78, and known as Trust No. 4977, party of the first part, and American National Bank and Trust as Trustee Under Trust No. 105301-03 dated May 16, 1988

of _____ County of Cook and State of Illinois part y of the second part, WITNESSETH:

12.00

That said party of the first part by virtue of the power and authority vested in it by said deed and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said part y of the second part, the following described real estate situated in Cook County and State of Illinois, to-wit:

Lot 28 and Lot 29 and the West 5 feet of Lot 27 in Block 36 in Hilliard and Dobbin's Subdivision of all that part of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, lying West of Pittsburgh, Cincinnati and St. Louis Railroad except the West 1/2 of the North West 1/4 and the West 1/2 of the South West 1/4 of said Section (except from said lots that part lying South of a line 54 feet North of and parallel with the south line of said Section 6) in Cook County, Illinois

PIN 25-07-321-035-0000 25-07-321-050-0000

PROPERTY ADDRESS: 2156 W. 95th St., Chicago, Ill.

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO TRUST GRANTEE NAMED HEREIN.

TO HAVE AND TO HOLD the same unto said part y of the second part, as aforesaid its heirs and assigns, forever.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned, and made subject to the lien of every trust deed or mortgage and every other lien against said premises (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its Trust Officer attested by its Land Trust Administrator and its corporate seal to be hereunto affixed the day and year first above written.

FIRST NATIONAL BANK OF EVERGREEN PARK as Trustee as aforesaid,

ATTEST

Anne Taylor LAND TRUST ADMINISTRATOR

By Franklin J. Allen TRUST OFFICER

This instrument was prepared by: Joseph C. Fanelli, 3101 West 95th Street, Evergreen Park, Illinois 60642

71-65-131 8# 1005531 ZACKI

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Trustee's Deed

BOOK 003 - CG

FIRST NATIONAL BANK OF
EVERGREEN PARK
TRUSTEE TO

Deed to: William J. Powell III
Married & Living Single
55 W. Monroe Street
Suite 1000
Chicago, IL 60603

FIRST NATIONAL BANK OF
EVERGREEN PARK
3101 WEST 95TH STREET
EVERGREEN PARK, ILL. 60642

80006288

1988 JUL - 1 PM 3:04

COOK COUNTY, ILLINOIS
FILED FOR RECORD

88290008

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
JUL-1-88
862.50
032588
PB.113

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
JUL-1-88
862.50
032587
PB.113

OFFICIAL SEAL
DEBORAH M. NAYLOR
Notary Public, State of Illinois
My Commission Expires 11/15/91

SEAL:

My commission expires _____
NOTARY PUBLIC
Deborah M. Naylor

GIVEN under my hand and Notarial Seal this 15th day of June A.D. 1988

Anne Moylan, Land Trust Administrator
XXXXXXXXXXXXXXXXXXXX thereof, personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such XXXXXXXXXXXXXXXXXXXX Trust Officer, and XXXXXXXX
Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed
and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act
of said Bank, for the purposes therein set forth; and the said XXXXXXXXXXXXXXXXXXXX did also then and
there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate
seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act
of said Bank for the uses and purposes therein set forth.

XXXXXXXXXXXXXXXXXXXX Trust Officer of FIRST NATIONAL BANK OF EVERGREEN PARK, and
Franklin Sellers
in the State aforesaid, DO HEREBY CERTIFY that
Undersigned _____ a Notary Public in and for said County,