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MDH/BILKEN1.001/412.001/280689.3

AGREEMENT

WHEREAS, Bilken, Inc., an Illinois corporation (hereinafter referred to as "BILKEN"), on the 25th day of May, 1988, filed its Claim for Lien in the office of the Recorder of Deeds of Cook County as Document No. 88223295 (hereinafter referred to for convenience as "BILKEN's LIEN") against American National Bank and Trust Company not individually but as Trustee u/t/a dtd. 2/11/75 a/k/a Trust No. 33893 (hereinafter referred to for convenience as "TRUST"); and

WHEREAS, TRUST is the sole simple owner of property commonly known as 2247 North Lincoln, Chicago, Illinois, and legally described as:

Lot 30 in Subdivision of Block 11 in Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. P.I.N. 14-33-110-006

(hereinafter referred to as "the Property") and BRUCE ABRAMS and MICHAEL GORGE (hereinafter referred to for convenience as "ABRAMS") are the beneficiaries of TRUST; and

WHEREAS, GEORGE HAMILTON (hereinafter referred to for convenience as "HAMILTON") on the 29th day of January, 1988, recorded a Mechanic's Lien Claim in the office of the Recorder of Deeds of Cook County as Document No. 88043494 (hereinafter referred to for convenience as "HAMILTON's LIEN"), against TRUST and the Property, and filed suit to foreclose HAMILTON's LIEN in the Circuit Court of Cook County, Illinois, as Case No.

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88CH-32196 (hereinafter referred to for convenience as "HAMILTON's SUIT"); and

WHEREAS, TRUST and ABRAMS desire BILKEN to defend against HAMILTON's SUIT to foreclose HAMILTON's LIEN and indemnify TRUST and ABRAMS from any mechanic's lien foreclosure judgment in favor of HAMILTON and provide the defense of HAMILTON's SUIT on behalf of TRUST and ABRAMS; and

WHEREAS, TRUST and ABRAMS desire BILKEN to release BILKEN's LIEN as to TRUST, ABRAMS and RIVER FOREST STATE BANK AND TRUST COMPANY as Mortgagee of mortgages recorded as Document Nos. 87292645 recorded June 1, 1987, and 88223295 recorded April 4, 1988; and

WHEREAS, BILKEN desires to obtain a right of first refusal from TRUST and ABRAMS as to the space presently occupied by JO-KIM CORP. or JO-KIM LOUNGE CORP. or ESOTERIA at the Property, as well as, an agreement by TRUST and ABRAMS to refrain from defaulting the lease or any extension thereof, as a result of HAMILTON's SUIT or a suit commenced by BILKEN to foreclose BILKEN's LIEN.

NOW, THEREFORE, the undersigned parties do hereby agree as follows:

1. That the recitals be and are incorporated in this Agreement as though set forth verbatim herein;
2. That BILKEN agrees to execute and deliver upon receipt of a fully executed copy of this Agreement by TRUST and ABRAMS

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the release of BILKEN's LIEN, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A";

3. BILKEN agrees to indemnify and hold TRUST and ABRAMS harmless from loss or damage in satisfying a judgment in favor of HAMILTON based upon HAMILTON's LIEN on the Property including the reasonable attorney's fees of MANETTI & GRIFFITH, LTD., in defending HAMILTON's suit;

4. That TRUST and ABRAMS do agree that they shall not declare a breach of the existing lease and options by and between TRUST and JO-KIM CORP. or TRUST and JO-KIM LOUNGE CORP. or TRUST and ESOTERIA or such other party or entity which has an ownership interest or other arrangement by which it has granted the right to others to operate that lounge commonly known as ESOTERIA (hereinafter collectively referred to as JO-KIM), which default or breach arises from or in connection with the labor, services and materials provided by or through BILKEN, BILKEN's LIEN, HAMILTON's SUIT or any other claims for recovery by BILKEN whether by BILKEN' LIEN or otherwise;

5. That TRUST and ABRAMS do hereby grant to BILKEN a right of first refusal as hereinafter described with regard to the lease and occupancy of the Property presently occupied by JO-KIM and subject to lease dated April 21, 1986, by and between JO-KIM CORP. and TRUST for the ground floor and basement of the Property. That the right of first refusal as hereinafter described shall commence with the execution of this Agreement and

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terminate when the rights of appeal in HAMILTON's SUIT or any suit commenced by BILKEN to foreclose BILKEN's LIEN have expired.

TRUST and ABRAMS grant to BILKEN the right of first refusal to lease the Property presently occupied by ESOTERIA upon the same terms, conditions and provisions under that lease entered into by and between TRUST and JO-KIM CORP. dated April 21, 1986 for the ground floor and basement of the Property in the event JO-KIM's rights to possession or leasehold interest in the Property is terminated for any reason.

BILKEN shall have fourteen (14) days to exercise its right of first refusal after notice to BILKEN of the termination of JO-KIM's right to possession and leasehold.

ABRAMS represents and warrants that the lease dated June 21, 1986, by and between TRUST and JO-KIM CORP. for the ground floor and basement of the Property has not been modified or extended since its execution in a way that would adversely affect Tenant or BILKEN and that the lease forwarded April 26, 1988, to Mark Manetti is a true and accurate copy of the original;

6. That ABRAMS and TRUST agree to recognize BILKEN as its tenant under the same terms and conditions of the lease dated April 21, 1986 by and between TRUST and JO-KIM CORP. for the ground floor and basement of the Property, if BILKEN by any means whatsoever obtains the interest of JO-KIM CORP. by assignment or otherwise which interest is obtained as a result of the prosecution of BILKEN's LIEN on the leasehold interest of JO-KIM

CORP. ABRAM and TRUST further agree that such assumption, assignment or acquisition of JO-KIM CORP.'s leasehold rights by BILKEN, as provided herein, shall not be a default under the lease.

BILKEN agrees to perform under the Lease and pay rent directly to ABRAMS as directed by ABRAMS in writing.

7. That BILKEN agrees that its rights pursuant to this Agreement are subject and subordinated at all times to any mortgage in any amounts, and all advances made and to be made thereon, which may now or hereafter be placed against or effect the property hereinbefore identified. The term "mortgages" as used herein shall be deemed to include trust indentures and deeds of trust. Should TRUST, ABRAMS or mortgagees desire such subordination, then TRUST, ABRAMS or mortgagees shall, without charge to BILKEN, present any and all documents subordinating BILKEN's interests hereunder to BILKEN for execution. Any documentation submitted to BILKEN for execution pursuant to the provisions of this paragraph shall clearly indicate that BILKEN's rights to possession shall not be terminated if BILKEN has faithfully performed all required of BILKEN pursuant to this Agreement and the lease dated April 26, 1988 by and between TRUST and JO-KIM CORP.

8. All notices and writings to be given hereunder shall be delivered in person or by certified mail, return receipt requested, forwarded to the other party at such address as may be designated by either party hereto in writing (in the event that

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no address is provided from one party to the other, then notices may be delivered to Mark D. Manetti, as agent for the party to receive notice). Notices are effective upon receipt.

9. This Agreement shall be binding on the personal representatives, assigns and successors of the parties hereto, and shall be interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement at Chicago, Illinois, on the _____ day of _____, 1989.

AMERICAN NATIONAL BANK AND TRUST OF CHICAGO u/t/a dtd. 2/11/75 a/k/a Trust No 33893

BILKEN, INC., an Illinois corporation

BY: [Signature]
Second Vice President

BY: [Signature]
President

Attest: [Signature]
ASSISTANT SECRETARY

Attest: [Signature]

[Signature]
BRUCE ABRAMS

[Signature]
MICHAEL GORJE

DEPT-01 RECORDING
14223 TRAN 0094 12/28/89 1510 100
49578
COOK COUNTY RECORDER

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Mailed To:

This instrument prepared by
MANETTI & GRIFFITH, LTD.
Two Oak Brook Place
2311 West 22nd Street
Suite 217
Oak Brook, Illinois 60521
(312) 573-5300

This instrument is executed by the undersigned Linn Trustee, not personally but solely as Trustee in the exercise of the powers and authority conferred upon him as such Trustee. It is expressly understood and agreed that the act of the undersigned Trustee in executing this instrument shall not constitute an admission of any liability on the part of the undersigned Trustee or any other person, firm or corporation, and shall not constitute an undertaking against the Trustee or any other person, firm or corporation, and shall not constitute an undertaking of agreement of the Trustee in this instrument.

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