

# UNOFFICIAL COPY

It is expressly understood and agreed that this Agreement shall supersede, to the extent inconsistent herewith, the provisions of the Lease relating to the subordination of the Lease, if any, and the leasehold interest and estate created thereby to the lien or charge of the Mortgage.

In the event Mortgagee or any other purchaser at a foreclosure sale or sale under private power contained in the Mortgage succeeds to the interest of Lessor under the Lease by reason of any foreclosure of the Mortgage or the acceptance by Mortgagee of a deed in lieu of foreclosure, or by any other manner, it is agreed that, at the option of Mortgagee or such other purchaser, which option shall be exercisable by written notice to Lessee prior to or upon the effective date of such succession:

Lessee shall be bound to Mortgagee or such other purchaser under all of the terms, covenants and conditions of the Lease for the remaining balance of the term thereof, with the same force and effect as if such other purchaser were the lessor under such Lease, and Lessee does hereby agree to attorn to Mortgagee or such other purchaser as its lessor, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties to this Agreement, immediately upon Mortgagee or such other purchaser succeeding to the interest of Lessor under the Lease.

Subject to the observance and performance by Lessee of all of the terms, covenants and conditions of the Lease on the part of the Lessee to be observed and performed, Mortgagee or such other purchaser shall recognize the leasehold estate of Lessee under all of the terms, covenants and conditions of the Lease for the remaining balance of the term with the same force and effect as if Mortgagee or such other purchaser were the lessor under the Lease; provided, however, that Mortgagee or such other purchaser shall not be: (i) liable for any act or omission of Lessor, (ii) obligated to cure any default of Lessor under the Lease which occurred prior to the time that Mortgagee or such other purchaser succeeded to the interest of Lessor under the Lease, (iii) subject to any offsets or defenses which Lessee may be entitled to assert against Lessor, (iv) bound by any payment of rent or additional rent by Lessee to Lessor for more than one (1) month in advance, (v) bound by any amendment or modification of the Lease made without the written consent of Mortgagee or such other purchaser, or (vi) liable or responsible for or with respect to the retention, application and/or return to Lessee of any security deposit paid to Lessor, whether or not still held by Lessor, unless Mortgagee or such other purchaser has actually received for its own account the full amount of such deposit.

The agreements contained herein shall run with the Property and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year first written above.

**NOTICE: THE SUBORDINATION PROVIDED FOR IN THIS AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE SECURITY INTEREST IN THE PROPERTY CREATED BY SOME OTHER OR LATER INSTRUMENT.**

**LESSOR:** LASALLE NATIONAL BANK  
Not individually but solely as Trustee  
under Trust Agreement dated November 17,  
1983, Trust No. 107279

By: [Signature]  
Title: Assistant Vice President

Attest: [Signature]  
Assistant Secretary

**LESSEE:** ORLAND TOYOTA, INC.

By: [Signature]  
Eugene A. Kowalis  
President

**MORTGAGEE:** TOYOTA MOTOR CREDIT CORPORATION

By: [Signature]  
Robert L. Pitts  
Title: Vice Pres. & General Manager

LS.

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EXHIBIT ATTACHED TO AND MADE A PART OF DOCUMENT  
DATED 4-25-89 UNDER TRUST NO. 107279

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.

FORM XC 0421

Property of Cook County Clerk's Office

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## SUBORDINATION AND ATTORNMENT AGREEMENT

NOTICE: THE SUBORDINATION PROVIDED FOR IN THIS AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE SECURITY INTEREST IN THE PROPERTY CREATED BY SOME OTHER OR LATER INSTRUMENT.

THIS SUBORDINATION AND ATTORNMENT AGREEMENT (the "Agreement"), is made as of April 25, 1989, by LASALLE NATIONAL BANK, an Illinois banking corporation, not individually but solely as Trustee under Trust Agreement dated November 17, 1983 known as Trust No. 107279 ("Lessor"), owner of the real property described in Exhibit "A", and Lessor under the Lease hereinafter described, a copy of which is attached hereto as Exhibit "B", and ORLAND TOYOTA, INC., ("Lessee"), in favor of TOYOTA MOTOR CREDIT CORPORATION, a California corporation ("Mortgagee"), the owner and holder of the Mortgage and Note hereinafter described.

### WITNESSETH:

WHEREAS, Lessor as Mortgagor has executed a Mortgage and Security Agreement (the "Mortgage") in favor of Mortgagee, covering certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property"), to secure a loan evidenced by a Note Secured by Mortgage and Security Agreement (the "Note"), in the principal sum of One Million and No/100 Dollars (\$1,000,000.00) dated of even date therewith, payable to Mortgagee or order, which Mortgage is being recorded concurrently herewith in the Official Records of Cook County, State of Illinois; and

WHEREAS, Lessor and Lessee have entered into a lease (the "Lease") a copy of which is attached hereto as Exhibit "B", covering the Real Property, for the term and upon the terms and conditions therein set forth, which Lease is dated November 1, 1984; and

WHEREAS, for the purpose of completing the financing to be provided to Lessor by Mortgagee with respect to the Real Property, the parties hereto desire to expressly subordinate the Lease to the lien of the Mortgage, it being a condition precedent to the consummation of the financing transaction that the lien of the Mortgage be unconditionally and at all times prior and superior to the leasehold interest and estate created by the Lease; and

WHEREAS, it is to the mutual benefit of all of the parties hereto that Mortgagee make said loan to Lessor.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual benefits to accrue to the parties hereto, and in order to induce Mortgagee to make the loan hereinabove referred to, it is hereby declared, understood and agreed that the Lease, the leasehold interest and estate created thereby, and rights, privileges and powers of the Lessee and Lessor thereunder, be and the same are hereby and with full knowledge and understanding of the effect thereof, unconditionally made subject and subordinate to the lien and charge of the Mortgage, and any renewals, extensions, modifications or replacements thereof, and the rights, privileges and powers of the trustee and Mortgagee thereunder, and shall hereafter be junior and inferior to the lien and charge of the Mortgage. Lessor and Lessee declare and acknowledge that each hereby intentionally waives, relinquishes and subordinates the priority and superiority of the Lease, the leasehold interest and estate created thereby and the rights, privileges, and powers of the Lessee and Lessor thereunder, in favor of the Mortgagee and that each understands that in reliance upon and in consideration of this waiver, relinquishment and subordination, Mortgagee is making the loan referred to hereinabove, which would not be made but in reliance upon this waiver, relinquishment and subordination.

**DOCUMENT PREPARED BY  
AND WHEN RECORDED  
RETURN TO:**

Elizabeth A. Huber, Senior Counsel  
Toyota Motor Credit Corporation  
Attn: Legal Dept., M.D. R31408  
P.O. Box 2958  
Torrance, California 90509-2958

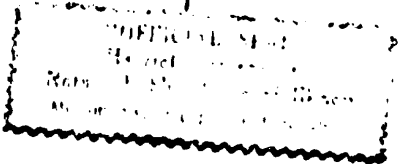
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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, HARRIET DENISE WILK, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GAIL KLEIN Assistant Vice President of LASALLE NATIONAL BANK, known to me to be acting not individually but as Trustee under Trust Agreement dated November 17, 1983 and known as Trust Number 107279 and William H. Dillon, Assistant Secretary of LASALLE NATIONAL BANK, as Trustee as aforesaid, are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of LASALLE NATIONAL BANK, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he/she, as custodian of the corporate seal of LASALLE NATIONAL BANK did affix the corporate seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of LASALLE NATIONAL BANK as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1st day of May, 1989.



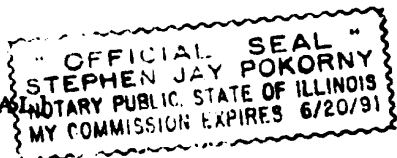
Harriet Denise Wilk  
Notary Public  
My Commission Expires: \_\_\_\_\_

[SEAL]

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, S. J. POKORNY, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EUGENE KAWALIS President of ORLAND TOYOTA, INC., known to me to be acting as aforesaid, is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of ORLAND TOYOTA, INC., for the uses and purposes therein set forth; and said EUGENE KAWALIS then and there acknowledged that he, as custodian of the corporate seal of ORLAND TOYOTA, INC., did affix the corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of ORLAND TOYOTA, INC., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28 day of April, 1989.



Stephen Pokorny  
Notary Public  
My Commission Expires: \_\_\_\_\_

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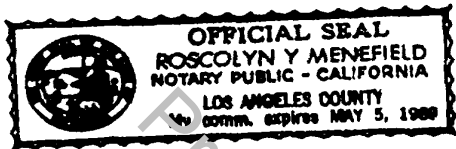
State of California  
ss.  
County of Los Angeles

On this 3rd day of May, in the year 1989, before me, Roscolyn Y. Menefield, a Notary Public in and for said State, personally appeared Robert L. Pitts, personally known to me to be the person who executed the within instrument as Vice President and General Manager on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

*Roscolyn Y. Menefield*  
Roscolyn Y. Menefield

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS <sup>3rd</sup> DAY OF *May*, 1989.

.....  
NOTARY PUBLIC



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## EXHIBIT "A"

### Legal Description of Real Property:

#### PARCEL 1

The East 1/2 of the West 2/3 (except that part thereof falling within the property, the title to which is currently vested in the State of Illinois, Department of Public Works and Buildings, described as follows: Commencing at the intersection of the West line of the below described tract with the existing South right-of-way line of 159th Street; thence East along the South right-of-way line a distance of 100 feet to the point of beginning; thence continuing along said South right-of-way line, a distance of 400 feet to a point; thence South perpendicular to the last described line, a distance of 5 feet to a point; thence West along a straight line, parallel with and distance 5 feet South of the existing South right-of-way line of 159th Street, a distance of 400 feet to a point; thence North 5 feet along a straight line to the point of beginning) (and also excepting therefrom that part of the East 1/2 of the West 2/3 described as beginning at the Northeast corner of said East 1/2; thence South 00 Degrees 15 Minutes 08 Seconds East 650 feet, to a point of intersection with a line 650 feet South of and parallel with the North line of said Northwest 1/4; thence South 89 Degrees 50 Minutes 09 Seconds West 169.84 feet, along said parallel line; thence North 00 Degrees 12 Minutes 58 Seconds West 650 feet, to a point on the said North line of the Northwest 1/4 that is 169.43 feet West of the point of beginning; thence North 89 Degrees 50 Minutes 09 Seconds East 169.43 feet, along said North line of the Northwest 1/4 to the point of beginning) of the following described property, taken as a tract: that part of the North 1/2 of the East 1/2 of the Northwest 1/4 of Section 23, Township 36 North Range 12 East of the Third Principal Meridian, bounded and described as follows: Commencing on the Northeast corner of the said Northwest 1/4; thence westerly along the North line of the Northwest 1/4 of said Section 23, 233 feet to the point of beginning of the following described parcel of land; thence continuing westerly along said North line, 1,107.32 feet to the Northwest corner of the East 1/2 of the Northwest 1/4 of said Section 23; thence southerly along the West line of the East 1/2 of the Northwest 1/4 of said Section 23, 650 feet to a point of intersection with a line 650 feet South of and parallel with the North line of said Northwest 1/4 of Section 23; thence easterly along the said parallel line of 1,104.47 feet to the point of intersection with a line drawn perpendicular to the North line of the said Northwest 1/4 of Section 23 and passing through the herinabove described point of beginning; thence northerly along the said line 650 feet to the point of beginning, all in Cook County, State of Illinois.

EXHIBIT "B"

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of November, 1984, by and between LASALLE NATIONAL BANK, as trustee under Agreement dated November 17, 1983, creating Trust Number 107279, hereinafter called "Lessor", and ORLAND TOYOTA, INC., an Illinois corporation, hereinafter called "Lessee".

ARTICLE 1. DEMISE, DESCRIPTION, USE, TERM AND RENT

1.01 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property, including land, building and improvements, hereinafter called the "leased premises", situated in Cook County, Illinois, commonly known as 8505 West 159th Street, Tinley Park, Illinois, for the term of three years commencing on November 1, 1984, and ending on October 31, 1987, for the minimum net annual rental of \$180,000.00, payable as specified in Article 2.

1.02 Delivery of Possession. If Lessor shall be unable for any reason whatsoever to deliver possession of the leased premises on the commencement date of the term hereof, he shall not be liable to Lessee for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term hereof in any way be extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can and does deliver possession.

ARTICLE 2. RENT

2.01 Minimum Rent. Lessee shall pay Lessor at 8500 W. 159th Street, Tinley Park, Illinois 60477, or at such other place as the Lessor shall designate from time to time in writing, as rent for the leased premises the sums set forth in the attached Schedule A, payable without prior demand and without any setoff or deduction whatsoever, except as expressly provided herein.

2.02 Additional Rent. Lessee agrees to pay as rent, without demand, setoff, or deduction, in addition to the minimum rental hereinbefore provided, the following:

- (a) All real estate taxes as specified in Article 3;
- (b) All insurance premiums as specified in Article 4;

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- (c) All repair and maintenance costs as specified in Article 7;
- (d) Any other sum the Lessee is required to pay under this lease; and
- (e) All costs and expenses and obligations of every kind and nature whatsoever relating to the leased premises whether now existing or hereafter arising, and whether or not beyond the contemplation of the parties, except utilities.

2.03 It is the purpose and intent of Lessor and Lessee that the Lessor shall not have to bear any costs or expenses in connection with the premises or occupancy thereof except for utilities.

2.04 Effect of Default in Rent and Other Payments. If Lessee defaults in the payment of any installment of rent hereunder, such installment shall bear interest at the rate of twelve percent (12%) per annum from the day it is due until actually paid. In like manner, all other obligations, benefits and moneys which may become due to Lessor from Lessee under the terms hereof, or which are paid by Lessor because of Lessee's default hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid, or, in the case of sums paid by Lessor because of Lessee's default hereunder, from the date such payments are made by Lessor until the date Lessor is reimbursed by Lessee therefor.

### ARTICLE 3. TAXES AND ASSESSMENTS

3.01 Payment by Lessee. As part of the foregoing rental sums, Lessee shall, as further consideration for this lease, pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this lease may be levied on or assessed against the leased premises and all interests therein and all improvements and other property thereon, whether belonging to Lessor or to Lessee, or for which either of them may become liable in relation thereto.

3.02 Hold Harmless Clause. Lessee agrees to and shall protect and hold harmless Lessor and the leased premises from liability for any and all such taxes, assessments, and charges, together with any interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof.



3.03 Proration of First and Last Years' Taxes. All such taxes, assessments, and charges for the first and last years of this lease shall be prorated between Lessor and Lessee on the basis of the ratio between the time the premises are leased to Lessee and the time the premises are not so leased.

3.04 Time of Payment. Lessee agrees to and shall pay all such taxes, assessments, and charges not less than twenty (20) days prior to the date of delinquency thereof and give written notice of each such payment to Lessor within five (5) days after such payment is made.

3.05 Payment by Lessor on Lessee's Default. If Lessee fails to pay such taxes, assessments, or charges, or fails to give written notice of any payment thereof as herein provided at least ten (10) days prior to the time the same becomes delinquent, Lessor may, at its option, at any time within or after such ten (10)-day period, pay such taxes, assessments, or charges, together with all penalties and interest which may have been added thereto because of Lessee's delinquency or default, and may likewise redeem the leased premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Lessor shall become immediately due and payable as rent by Lessee to Lessor, together with interest thereon at the rate of twenty percent (20%) per annum from the date of payment by Lessor until paid by Lessee. Any such payment by Lessor shall not be deemed to be a waiver of any other rights which Lessor may have under the provisions of this lease or as provided by law.

3.06 Contesting Levy, Assessment, or Charge. Lessee shall have the privilege, acting in the name of the Lessor, before delinquency occurs, of protesting, contesting, objecting to, or opposing the legality or amount of any such taxes, assessments, or public charges to be paid by Lessee hereunder. If Lessee shall, in good faith, deem the same to be illegal or excessive, and in the event of any such contest, he may to the extent provided by law defer payment of any such tax, assessment, fee, or charge so long as the legality or the amount thereof is so contested in good faith; provided, however, that at any time payment of the whole or any part thereof shall become necessary in order to prevent the termination, by sale or otherwise, of the right of redemption of any property affected thereby, or to prevent eviction of either Lessor or Lessee because of nonpayment thereof, Lessee shall pay the same in order to prevent such termination of the right of redemption or such eviction. Any such contest, whether before or after payment, may be made in the name of Lessor or Lessee, or both, as Lessee may determine, but if such contest is made by Lessee in the name of Lessor, then Lessor shall be notified thereof at least thirty (30) days prior to the

commencement of the proceeding and Lessor shall cooperate reasonably in such contest. Any such contest shall be at the sole cost and expense of Lessee. Each refund of any tax, assessment, fee or charge so contested shall be paid to Lessee. Lessor shall not, without the proper approval of Lessee, make or enter into or finally agree to any settlement or compromise, or any disposition of any contest, or discontinue or withdraw any contest, or accept any refund, other adjustment, or credit of or from any such tax or assessment as a result of any contest.

3.07 Taxes Excluded. Nothing herein contained requires, or shall be construed to require, Lessee or any of its subtenants to pay any property, gift, estate, inheritance, or other tax assessed against Lessor or its heirs or successors and assigns, or any income, excess profit, or other tax, assessment, charge, or levy on the rent payable by Lessee under this lease.

#### ARTICLE 4. INSURANCE

4.01 Lessee's Obligation. Lessee agrees to and shall, within ten (10) days from the date hereof, secure from a good and responsible company or companies doing insurance business in the State of Illinois, and maintain during the entire term of this lease, the following coverage:

- (a) Fire and extended coverage insurance in an amount not less than one hundred percent (100%) of the value of the leased property and other improvements on the leased premises, provided that insurance in that percentage can be obtained, and if not, then to the highest percentage that can be obtained.
- (b) Public liability insurance in such amounts as Lessor may reasonably request from time to time.

4.02 Additional Insureds. Lessor and Lessee agree that the other shall be named as an additional insured on the aforementioned policies of insurance.

4.03 Proof of Coverage. On securing the foregoing coverages, the Lessee shall give the Lessor written notice thereof together with a certified copy of the appropriate policies or insurance certificates.

4.04 Protection Against Cancellation. Proof must also be given, pursuant to Section 4.03 that each of the policies provided for in this Article expressly provides that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to the Lessor.

4.05 Failure to Secure. If Lessee at any time during the term hereof should fail to secure or maintain the foregoing insurance, Lessor shall be permitted to obtain such insurance in the defaulting party's name or as the agent of the defaulting party and shall be compensated by the defaulting party for the cost of the insurance premiums. The Lessee shall pay the Lessor interest on paid insurance premiums at the rate of twelve percent (12%) per annum computed from the date written notice is received that the premiums have been paid.

4.06 Proceeds. Proceeds from any fire or casualty policy or policies shall be payable to Lessor, who shall use such proceeds to make repairs as provided below.

4.07 Fire and Casualty Damage. If the building or other improvements on the leased premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice thereof to Lessor and Lessor shall make the proceeds of insurance available for rebuilding or repair of the premises which Lessee shall perform as quickly as possible. All risk of loss from such fire or casualty damage beyond the proceeds of insurance shall be borne by Lessee and rent shall not abate during the period of repair or rebuilding.

#### ARTICLE 5. UTILITIES

5.01 Lessor's Obligation. Lessor shall during the term hereof provided, shall pay all charges for gas, electricity, sewage, and water used in or on the leased premises and for the removal of rubbish therefrom immediately on becoming due and shall hold Lessee harmless from any liability therefor. Lessor further agrees to pay all charges for repairs to water meters on the leased premises whether necessitated by ordinary wear and tear, temperature extremes, accidents or any other causes. Such payments shall be made immediately on becoming due.

#### ARTICLE 6. WASTE AND NUISANCE

6.01 Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

ARTICLE 7. REPAIRS

7.01 Lessee agrees to keep the leased premises in good order and repair, reasonable wear and tear excepted. Lessee further agrees to keep the leased premises clean, and to repair or replace all broken or damaged doors, windows, plumbing fixtures and pipes, floors, stairways, railings, or or other portions of the leased premises, including damage caused by moisture from broken windows and plumbing fixtures which Lessee is required to repair. Lessee also agrees to maintain the curbs and pavements in and about the leased premises, together with facilities appurtenant thereto, including entryways and awnings. Lessee shall keep the said pavements and appurtenances free of ice and snow and trash and expressly agrees to assume sole liability for accidents alleged to have been caused by their defective condition.

ARTICLE 8. ALTERATIONS, IMPROVEMENTS AND FIXTURES

8.01 Lessee shall have the right to improve, add to, or alter the leased premises and to install fixtures thereon provided, however, that Lessee shall not remove any such improvements, additions, alterations or fixtures without the prior written consent of Lessor, and provided further, that on expiration or sooner termination of this lease, all improvements, including fixtures and any addition, alteration, or repair to the premises placed on or made to the premises by Lessee during the term hereof, shall revert to and become the absolute property of Lessor, free and clear of any and all claims against them by Lessee or any third person, and Lessee hereby agrees to hold Lessor harmless from any claims that may be made against such improvements by any third persons.

ARTICLE 9. QUIET POSSESSION

9.01 Covenant of Quiet Possession. Lessor shall, on the commencement date of the term of this lease as hereinabove set forth, place Lessee in quiet possession of the leased premises and shall secure him in quiet possession thereof against all persons claiming the same during the entire lease term and each extension thereof.

9.02 Covenant Regarding Encumbrances. Lessor covenants that it is not in default or arrear in the making of any payment or the performance of any obligation relating to the leased premises.

9.03 Subordination. This lease and any extensions of the term hereof shall be subordinate, at the option

of Lessor, to any and all encumbrances given by Lessor on the leased premises.

ARTICLE 10. CONDEMNATION

10.01 All of Premises. If during the term of this lease or any extension or renewal thereof, all of the leased premises should be taken for any public or quasi-public use under any law, ordinance or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority.

10.02 Partial Condemnation. If less than all of the leased premises shall be taken for any public or quasi-public use under any law, ordinance or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall not terminate but Lessee shall forthwith at its sole expense restore and reconstruct the building and other improvements, situated on the leased premises, provided such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the premises are leased. The rent payable hereunder during the unexpired portion of this lease shall be adjusted equitably and Lessor shall make the proceeds of any condemnation award available to Lessee for restoration or reconstruction.

10.03 Allocation of Awards. Lessor and Lessee shall each be entitled to receive and retain such separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this lease shall not affect the rights of the respective parties to such awards.

ARTICLE 11. DEFAULTS AND REMEDIES

11.01 Default by Lessee. If Lessee shall allow the rent to be in arrears more than five (5) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of thirty (30) days after written notice from Lessor, or should any person other than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings or other operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this lease, or in the alternative, Lessor may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and

relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor.

11.02 Lessor's Lien. It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon all goods, chattels, or personal property of any description belonging to Lessee which are placed in, or become a part of, the leased premises, as security for rent due and to become due for the remainder of the current lease term, which lien shall not be in lieu of or in any way affect any statutory Lessor's lien given by law, but shall be cumulative thereto; and Lessee hereby grants to Lessor a security interest in all such personal property placed in said leased premises for such purposes. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold, and to reenter and relet the premises as provided in the preceding paragraph, then Lessor may take possession of all of Lessee's property on the premises and sell the same at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, or for such prices and terms as Lessor deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this lease, with the balance, if any, to be paid to Lessee.

11.03 Cumulative Rights and Remedies. All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

#### ARTICLE 12. INSPECTION BY LESSOR

12.01 Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

ARTICLE 13. ASSIGNMENT AND SUBLEASE

13.01 Assignment and Subletting by Lessee. Lessee shall not assign this lease nor sublet all or any portion of the leased premises without the prior written consent of Lessor, but Lessor shall not arbitrarily or unreasonably withhold consent.

13.02 Assignment by Lessor. Lessor is expressly given the right to assign any or all of its interest under the terms of this lease.

ARTICLE 14. MISCELLANEOUS

14.01 Notices and Addresses. All notices provided to be given under this agreement shall be given by certified or registered mail, addressed to the proper party, at the following addresses:

Lessor: 8505 West 159th Street  
Tinley Park, Illinois 60477

Lessee: 8505 West 159th Street  
Tinley Park, Illinois 60477

14.02 Parties Bound. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

14.03 Applicable Law. This agreement shall be construed under and in accordance with the laws of the State of Illinois.

14.04 Legal Construction. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14.05 Sole Agreement of the Parties. This lease constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

14.06 Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless the

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same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

14.07 Rights and Remedies Cumulative. The rights and remedies provided by this lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14.08 Waiver of Default. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

14.09 Attorney's Fees. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

14.10 Time of Essence. Time is of the essence of this agreement.

14.11 Exculpation of Lessor. If Lessor shall convey title to the demised premises pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee execute this agreement.

MASALLE NATIONAL BANK TRUST  
No. 297279, Lessor

By: Eugene A. Kowalis

Eugene A. Kowalis,  
Sole Beneficiary

ORLAND TOYOTA INC.

By: Eugene A. Kowalis

Eugene A. Kowalis President



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SCHEDULE A TO  
LEASE AGREEMENT BETWEEN  
LASALLE NATIONAL BANK TRUST NO. 107279  
AND ORLAND TOYOTA, INC.

Rent payable in advance on the 1st day of each calendar month commencing on December 1, 1984 and continuing through October 1, 1987:

<u>Year of Lease Term</u>	<u>Monthly Rent</u>
1	\$15,500.00
2	15,650.00
3	15,807.50

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## LEASE EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into on the 27th day of October, 1987, by and between ORLAND TOYOTA, INC., an Illinois corporation (hereinafter sometimes referred to as "Lessee"), and LASALLE NATIONAL BANK U/T/A #107279 BY EUGENE A. KOWALIS, AGENT FOR BENEFICIARY WITH POWER OF DIRECTION (hereinafter sometimes referred to as "Lessor").

### W I T N E S S E T H:

WHEREAS, Lessee and Lessor entered into that certain Lease Agreement dated November 1, 1984 for the period commencing November 1, 1984 and ending October 31, 1987; and

WHEREAS, the Lessee and Lessor desire and intend to extend the Lease Term, all as hereinafter provided; and

WHEREAS, the Lessee and Lessor desire and intend to amend the Lease Agreement as hereinafter provided, and by this Agreement do so amend said Lease Agreement.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed and covenanted by the parties hereto as follows:

1. Lease Extension. The Lease Term shall be extended, subject to all of the provisions, agreements and covenants set forth in the Lease Agreement, as amended hereby, for the three (3) year period commencing November 1, 1987 and ending October

*[Handwritten signature]*

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49656 B 4-89-207877  
COOK COUNTY RECORDER

\$28.50

DEPT-01 RECORDING

EUGENE A. KOMALIS, Agent  
for Beneficiary with Power  
of Direction

*[Handwritten signature]*  
BY: Eugene A. Komalis  
U/T/A #107279  
LASALLE NATIONAL BANK

*[Handwritten signature]*  
BY: EUGENE A. KOMALIS, President  
ORLAND TOYOTA, INC.

LESSOR:

LESSEE:

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

to be bound by the same. Full force and effect, and the parties hereto reaffirm and agree

agreements and covenants of the Lease Agreement shall remain in full force and effect, and the parties hereto reaffirm and agree

3. Other Lease Provisions. All of the other provisions, on the first day of each calendar month.

Period of the Lease Term	Monthly Rent
11/1/87 through 10/31/88	\$17,000.00
11/1/88 through 10/31/89	17,250.00
11/1/89 through 10/31/90	17,500.00

Lessee shall pay Lessor at 8500 W. 159th Street, Tinley Park, Illinois 60477, or at such other place as the Lessor shall designate from time to time in writing, as rent for the leased premises the following sums, payable without prior demand and without any setoff or deduction whatsoever, except as expressly provided herein:

as follows:

2. Rent. The provisions in Section 2.01 of Article 2 of the Lease Agreement with respect to minimum rent shall be amended

31, 1990.

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