

UNOFFICIAL COPY

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" OFFICIAL SEAL "
JOYCE M. BUENO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/5/91

11/5
19 79
My Commission Expires:

NOTARY PUBLIC
Joyce M. Bueno
WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Walver, who, being by me duly sworn and being informed of the contents of said Walver, stated and acknowledged on oath that he signed, sealed and delivered same within authority as his free and voluntary act and deed, for the uses, purposes and considerations therein mentioned and set forth.
Connie McPhee
The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 15th day of May 19 89 personally appeared before me:

STATE OF ILLINOIS
COUNTY OF DUPAGE
By: Connie McPhee (Seal)
Dearborn Associates, Inc.

ATTEST:
Signature of Notary Public

- 1. Title to the Equipment to be leased to Lessee by Lessor is and shall remain in Lessor.
2. All such Equipment may be kept, installed, maintained, used and operated in the above-mentioned premises; and shall remain personal property notwithstanding the manner or mode of the attachment of such Equipment to the realty and shall not become fixtures.
3. Lessor's title and interest in and to the Equipment as ratified and provided in the Lease and any claim that Lessor may now have or hereafter may acquire against the Equipment by virtue of the Lease is superior to any lien, claim or interest which the undersigned may now have or hereafter may acquire against or in the Equipment by virtue of or under the undersigned's interest in the real property, or otherwise.
4. In the event of default by Lessee in the performance of any of its obligations pursuant to the Lease, or any extension or renewal of said Lease, Lessor may remove the Equipment from the above-mentioned premises in accordance with the terms and conditions of said Lease and the undersigned agrees that it will make no claim whatsoever to the Equipment.
5. Lessor may, without affecting the validity of this Lease, extend the time of the payment of any rental, or the performance of any of the other terms and conditions of the Lease, without the consent of, and without giving notice thereof to the undersigned.
6. This Lease shall inure to the benefit of the successors and assigns of Lessor and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

IN WITNESS WHEREOF, the undersigned has caused this Lease to be duly executed under seal as of the day and year first above written.
NOW, HEREBY FORE, in consideration of the premises and sum of Five Dollars (\$5.00) in hand paid, the receipt of which is hereby acknowledged, the undersigned hereby consents and agrees as follows:
WHEREAS, Lessor is willing to lease the Equipment to Lessee, provided that the undersigned recognizes Lessor's title and prior interest in and to the Equipment;
and prior to the execution of this Lease, Lessor is willing to lease the Equipment to Lessee, provided that the undersigned recognizes Lessor's title and prior interest in and to the Equipment;
and which is hereby acknowledged, the undersigned hereby consents and agrees as follows:

Dana Commercial Credit Corporation
(hereinafter the "Lessor") certain equipment which is already on the above-mentioned premises or hereafter may be delivered to or installed thereon, all of said equipment being more fully described on the schedule attached hereto (hereinafter collectively the "equipment"), all of which equipment is now or hereafter may become subject to an Equipment Lease Agreement (hereinafter the "Lease") from Lessor to Lessee, to be used in connection with the business of Lessee as now or hereafter conducted; and
WHEREAS, Lessor is willing to lease the Equipment to Lessee, provided that the undersigned recognizes Lessor's title and prior interest in and to the Equipment;
and prior to the execution of this Lease, Lessor is willing to lease the Equipment to Lessee, provided that the undersigned recognizes Lessor's title and prior interest in and to the Equipment;
and which is hereby acknowledged, the undersigned hereby consents and agrees as follows:

WHEREAS, said premises are now occupied in whole or in part by Burr Ridge Market Inc. and 100 Burr Ridge Parkway Burr Ridge, Illinois, as Landlord and
WHEREAS, the undersigned has an interest in the premises generally known as
THIS AGREEMENT, Made as of the 15th day of May 19 89, by and between the hereinafter designated Lessor and the undersigned.

REAL PROPERTY WAIVER
892339014

892339014

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7/1/88
892304

PROPERTY RECORDS



INDEX

DEPT-01
1988 TRAM 1485 05/25/89 15:40:00
#82254 E * 89-239014
COOK COUNTY RECORDER
\$12.00

Property of Cook County Clerk's Office

Lease Agreement

QTY	DESCRIPTION OF LEASED EQUIPMENT	SERIAL NO.
1	6725 Terminal	
1	6801 File Server	
7	6790 Customer Display	
7	6711 Quick Price	
7	6860 Scanner Scale	
7	6725 Cable	
1	Software	
1	C.M.S.R.	

EQUIPMENT LOCATION: (if other than Billing Address of Lessee)
 100 Burr Ridge Pkwy.
 Burr Ridge
 IL 60521

INITIAL TERM 60 Months
MONTHLY LEASE PAYMENT 1974.33
ADVANCE PAYMENT 3665.39
 Security Deposit
 Other

THIS LEASE IS NON-CANCELLABLE
 This lease is a binding contract consisting of all terms on the front and reverse hereof.

LESSEE (Complete Legal Name) Burr Ridge Market, Int
DBA Bockwinkel's
Billing Address 5075 Shoreline Rd.
 Barrington, IL 60010
Area Phone 312 382-8787

Signature: *X. S. Bockwinkel*
Print Name and Title: Leonard Bockwinkel Pres.
ACCEPTED BY DANA COMMERCIAL CREDIT CORPORATION, Lessor at 5/1/75
 Date: 5/1/75

GUARANTEE
 In consideration of the Lessor leasing to the Lessee and other good and valuable consideration, receipt of which is hereby acknowledged by the undersigned, the undersigned personally and unconditionally guarantees payment and performance of and agrees to be subject to, all the terms and conditions of this Lease until all obligations under the Lease are fulfilled and in the event of default hereby pledges the sole and separate estate of the undersigned and waives notice of any modification, amendment or extension of the Lease.

Signature: An Individual (No Title) X
Signature: An Individual (No Title) X

EQUIPMENT ACCEPTANCE AND PURCHASE AUTHORIZATION
 On behalf of Lessee I hereby certify that all of the equipment referred to in the above Lease has been delivered to and has been received by the Lessee. That all installation or other work necessary and in good operating order and condition and is in an acceptable satisfactory to the Lessee and that the Equipment is accepted by the Lessee for all purposes under the Lease.

Authorized Signature of Lessee X
 Date: _____
 (For Lessor's Use Only) Verification of Acceptance Date: _____
 and Authorization to Purchase Given By: _____

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89239014

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STATE OF ILLINOIS
COUNTY OF COOK
CLERK OF COURTS
111 N. LAUREL ST.
CHICAGO, ILL. 60602
TEL: (312) 321-2000
WWW.COOKCOUNTYCLERK.COM