

FIFTH CONSENT AND ESTOPPEL AGREEMENT

THIS FIFTH CONSENT AND ESTOPPEL AGREEMENT dated as of October 15, 1990, executed by and between Manufacturers Affiliated Trust Company, Successor to Affiliated Bank Northshore, not personally but solely as Successor Trustee under a Trust Agreement dated November 27, 1987 and known as Trust No. 952 ("Trustee"), and George Tomasic, Anna Tomasic, and Drago Tomasic (hereinafter, collectively the "Guarantors"), for the benefit of NBD Woodfield Bank ("Lender").

WHEREAS, Trustee is indebted to Incor Properties, Inc. (formerly known as Indiana Professionals Investment Corporation); and

WHEREAS, Trustee and Guarantors did execute a certain Consent and Estoppel Agreement with Lender dated March 15, 1988 (the "Estoppel Agreement") pertaining to the aforesaid indebtedness and all documents evidencing and securing payment of said indebtedness as set forth in said Estoppel Agreement; and

WHEREAS, in connection with said Estoppel Agreement, Trustee and Guarantors acknowledged that Incor Properties, Inc. subsequently assigned all of its rights, title and interest in and to the Collateral Documents (as said term is defined therein) to Inland Real Estate Investment Corporation ("Inland"), a Delaware corporation authorized to transact business in the State of Illinois; said Assignment being evidenced by a certain Assignment Agreement by and between Incor Properties, Inc. and Inland dated March 14, 1988; and

WHEREAS, Lender, Trustee and Guarantors executed the Estoppel Agreement in contemplation of Inland's intent to borrow funds from Lender and to pledge to Lender, as collateral for the repayment of said funds, a security interest in the Collateral Documents; and

WHEREAS, in reliance upon the aforesaid Estoppel Agreement, Lender made a loan to Inland, evidenced by, among other things, an Installment Note dated March 15, 1988 in the original principal amount of ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100THS (\$1,150,000.00) DOLLARS (the "Note"), and

WHEREAS, Trustee and the Guarantors executed that certain Second Consent and Estoppel Agreement dated March 15, 1989 (the "Second Consent") for the benefit of Lender acknowledging their consent to the extension of the original maturity date of the Note from March 15, 1989 to March 15, 1990;

WHEREAS, Trustee and the Guarantors executed that certain Third Consent and Estoppel Agreement dated March 15, 1990 (the "Third Consent") for the benefit of Lender acknowledging their consent to the further extension of the maturity date of the Note from March 15, 1990 to July 15, 1990; and

WHEREAS, Trustee and the Guarantors executed that certain Fourth Consent and Estoppel Agreement dated July 15, 1990 (the "Fourth Consent") for the benefit of Lender acknowledging their consent to the further extension of the maturity date of the Note from July 15, 1990 to October 15, 1990; and

WHEREAS, Inland and Lender desire to further amend and extend the Note to provide that commencing on October 15, 1990 and continuing on the fifteenth (15th) day of each calendar month thereafter, Inland shall continue to pay to Lender payments of interest only on the outstanding principal balance of the Note at the rate per annum as set forth in the Note and Inland shall pay on January 16, 1991 a final payment of the full principal balance of the Note together with accrued interest to said January 16, 1991.

NOW THEREFORE, for the purpose of inducing Lender to agree to the aforesaid contemplated amendment of the Note, Trustee and

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, covenants, representations, covenants, undertakings, and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Guarantors hereby consent, warrant, certify and represent to Lender as follows:

1. Notwithstanding the aforesaid contemplated amendment of the Note, Lender, as collateral assignee and holder of the Collateral Documents (as said term is defined in the Estoppel Agreement) subject to the terms and provisions contained in that certain Pledge Agreement by and between Inland and Lender dated March 15, 1988, shall be entitled, to the fullest extent to which Incor Properties, Inc. (formerly known as Indiana Professionals Investment Corporation) was entitled, to enforce the performance of all of the obligations of Trustee and Guarantors to be performed under the Collateral Documents, and to exercise all rights and privileges relative thereto.

2. Trustee and Guarantors will not permit the Collateral Documents to be amended, modified, or changed in any way without obtaining the prior written consent of Lender.

3. Trustee and Guarantors hereby warrant and represent that as of the date of this Fifth Consent and Estoppel Agreement, the principal balance remaining due and payable under that certain ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED THIRTY-EIGHT AND 26/100THS (\$1,716,738.86) DOLLARS Part Purchase Money Wraparound Installment Note dated November 30, 1987, executed by Trustee is *One million seven hundred fifteen thousand nine hundred twenty three and 2/100 (\$1,715,973.87)*

4. Trustee and Guarantors hereby warrant and represent that to the best of their knowledge, there are no defenses of which they are presently aware, to the performance of all of their respective obligations under the Collateral Documents.

This Fifth Consent and Estoppel Agreement is executed by the undersigned Trustee, not personally, but solely as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Manufacturers Affiliated Trust Company as Trustee, solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against, Manufacturers Affiliated Trust Company, its agents or employees, on account hereof or on account of, any covenant, undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being herein expressly waived and released by Lender, and by all persons claiming by or through or under said Lender, and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, Manufacturers Affiliated Trust Company, Successor to Affiliated Bank Northshore, not personally, but solely as Trustee as aforesaid, and George Tomasic, Anna Tomasic, and Drago Tomasic have caused these presents to be signed and its corporate seal to be hereunto affixed as of the date first above written.

MANUFACTURERS AFFILIATED TRUST COMPANY, Successor to Affiliated Bank Northshore, not personally but solely as Successor Trustee under a Trust Agreement dated November 27, 1987, and known as Trustee No. 952,

ATTEST:

By: Jill A. Stevens
Its: Jill A. Stevens
Trust Officer

By: Suzanne Goldstein Baker
Its: Suzanne Goldstein Baker
Vice President

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GUARANTORS:

George Tomasic
George Tomasic

Anna Tomasic
Anna Tomasic

Drago Tomasic
Drago Tomasic

FIFTH CONSENT AND ESTOPPEL
AGREEMENT ACCEPTED:

NBD WOODFIELD BANK

By: John J. McCarty
Its: COMMERCIAL LOAN OFFICER

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sharon Anderson Cox, a Notary Public in and for said county in the state aforesaid, do hereby certify that George Tomasic, Anna Tomasic, and Drago Tomasic, personally known to me as the individuals whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument and executed same as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of December, 1990.



Sharon Anderson Cox
Notary Public

My Commission Expires:

Office of Cook County Clerk's Office

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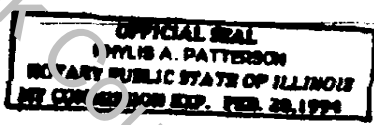
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Shelby A. Patterson, a Notary Public in and for said county in the state aforesaid, do hereby certify that Louis J. McCreehy of NBD Woodfield Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Com'l. Loan Officer appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Com'l. Loan Officer then and there acknowledged that he/she, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to the instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3 day of December, 1990.

Shelby A. Patterson
Notary Public

My Commission Expires:

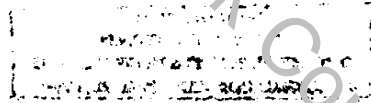


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LEGAL DESCRIPTION

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THAT PART OF LOTS 1 THROUGH 13 INCLUSIVE, TAKEN AS A TRACT, IN GREENLAKE MANOR, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1961 AS DOCUMENT 18326216, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID TRACT, BEING ALSO THE SOUTH EAST CORNER OF LOT 13; THENCE ON AN ASSUMED AZIMUTH OF 360 DEGREES 00 MINUTES 00 SECONDS ALONG THE EAST LINE OF SAID TRACT, 119.57 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 171.48 FEET; THENCE ON AN AZIMUTH OF 360 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 86.00 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES 12 MINUTES 28 SECONDS, A DISTANCE OF 77.37 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 12 MINUTES 21 SECONDS, A DISTANCE OF 75.47 FEET TO THE WEST LINE OF THE EAST 173.40 FEET OF SAID TRACT; THENCE ON AN AZIMUTH OF 360 DEGREES 00 MINUTES 00 SECONDS ALONG SAID WEST LINE, A DISTANCE OF 199.43 FEET; THENCE ON AN AZIMUTH OF 269 DEGREES 51 MINUTES 31 SECONDS, A DISTANCE OF 75.56 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 58 MINUTES 32 SECONDS, A DISTANCE OF 50.35 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 59 MINUTES 12 SECONDS, A DISTANCE OF 121.47 FEET TO THE WEST LINE OF THE EAST 127.51 FEET OF SAID TRACT; THENCE ON AN AZIMUTH OF 360 DEGREES 00 MINUTES 00 SECONDS ALONG SAID WEST LINE, A DISTANCE OF 184.92 FEET; THENCE ON AN AZIMUTH OF 269 DEGREES 08 MINUTES 12 SECONDS, A DISTANCE OF 121.57 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 58 MINUTES 32 SECONDS, A DISTANCE OF 50.24 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 09 MINUTES 52 SECONDS, A DISTANCE OF 77.52 FEET TO THE WEST LINE OF THE EAST 171.57 FEET OF SAID TRACT; THENCE ON AN AZIMUTH OF 360 DEGREES 00 MINUTES 00 SECONDS ALONG SAID WEST LINE, A DISTANCE OF 199.29 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES 01 MINUTES 49 SECONDS, A DISTANCE OF 77.60 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 58 MINUTES 32 SECONDS, A DISTANCE OF 70.22 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 09 MINUTES 30 SECONDS, A DISTANCE OF 77.69 FEET TO THE WEST LINE OF THE EAST 171.51 FEET OF SAID TRACT; THENCE ON AN AZIMUTH OF 360 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 95.78 FEET TO THE NORTH LINE OF THE SOUTH 1,114.91 FEET OF SAID TRACT; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS ALONG SAID NORTH LINE, 171.51 FEET TO THE EAST LINE OF SAID TRACT; THENCE ON AN AZIMUTH OF 360 DEGREES 00 MINUTES 00 SECONDS ALONG SAID EAST LINE, BEING ALSO THE WEST LINE OF GREENWOOD AVENUE, 119.38 FEET TO THE NORTH EAST CORNER OF SAID TRACT, BEING ALSO THE NORTH EAST CORNER OF LOT 1 IN GLENLAKE MANOR AFORESAID; THENCE ON AN AZIMUTH OF 270 DEGREES 04 MINUTES 53 SECONDS ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 261.25 FEET TO THE NORTH WEST CORNER OF LOT 1, BEING ALSO THE NORTH WEST CORNER OF THE AFOREDESCRIBED TRACT; THENCE ON AN AZIMUTH OF 179 DEGREES 56 MINUTES 32 SECONDS ALONG THE WEST LINE OF SAID TRACT, 1,234.12 FEET TO THE SOUTH WEST CORNER OF SAID TRACT, BEING ALSO THE SOUTH WEST CORNER OF LOT 13 IN GLENLAKE MANOR AFORESAID; THENCE ON AN AZIMUTH OF 90 DEGREES 07 MINUTES 00 SECONDS ALONG THE SOUTH LINE OF LOT 13, A DISTANCE OF 250.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN 04-28-301-137

Common Address: 1620-1764 Greenwood Road, Northview Apts., Glenview, IL 60025

MAIL TO: NBO Woodfield B/C
1199 EWS + MEACHAM RD
SCHAUMBURG IL 60196

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