

# UNOFFICIAL COPY

92940278

Drafted by:

Donna Morris  
PRIMUS Automotive Financial Services, Inc.  
One Burton Hills Boulevard, Suite 350  
Nashville, Tennessee 37215

DEPT-01 RECORDING 427.50  
73444 TRAH 3726 12/14/92 13:06:00  
45735 \$ \*-92-940278  
COOK COUNTY RECORDER

## ACKNOWLEDGMENT OF ASSIGNMENT OF RENTS AND LEASES AND AGREEMENT TO SUBORDINATE AND ATTORN

THIS ACKNOWLEDGMENT OF ASSIGNMENT OF RENTS AND LEASES AND AGREEMENT TO SUBORDINATE AND ATTORN, dated December 1, 1992 (this "Acknowledgment"), is from PATRICK IMPORTS, INC., D/B/A PATRICK MITSUBISHI ("Tenant"), to PRIMUS AUTOMOTIVE FINANCIAL SERVICES, INC., a New York corporation ("Lender"):

WHEREAS, Tenant proposes to lease from LASALLE NATIONAL TRUST, N.A., F/K/A/ LaSalle National Bank, not individually but as Trustee under Trust Agreement known as Trust No. 113408 (the "Trust") and Golf Road Partners as the beneficiary under the Trust (collectively, "Landlord") certain premises used for an automobile sales and service establishment, more particularly described in Schedule A hereto (the "Premises"), pursuant to a Lease between Landlord and Tenant (the "Lease");

WHEREAS, Lender has made a loan to Landlord in the amount of \$1,252,000 (the "Loan"), secured by a Mortgage and Assignment of Leases and Rents and Security Agreement dated as of December 13, 1991 (the "Mortgage"), from Landlord, as mortgagor, to Lender, as mortgagee encumbering the Premises;

92940278

WHEREAS, the execution of the Lease requires the written consent of Lender under the Mortgage;

WHEREAS, Lender will not consent to the execution of the Lease unless Tenant agrees to acknowledge the assignment of the Lease under the Mortgage, subordinate its interest under the Lease to the interests of Lender under the Mortgage, and attorn to Lender; and

WHEREAS, the written consent of Lender shall permit Tenant to enter into the Lease, and Tenant acknowledges that it will benefit directly and indirectly from such consent;

NOW, THEREFORE, in consideration of the execution of the Lease and other good and valuable consideration, receipt and sufficiency of which is acknowledged,

27/50  
K

# UNOFFICIAL COPY

20180000

11/15/2018

11/15/2018

11/15/2018

11/15/2018

11/15/2018

Property of Cook County Clerk's Office

20180000

11/15/2018

11/15/2018

11/15/2018

11/15/2018

11/15/2018

11/15/2018

11/15/2018

11/15/2018

# UNOFFICIAL COPY

2010271

and to induce Lender to consent to the Lease, Tenant hereby covenants and agrees with Lender as follows:

1. Tenant hereby acknowledges notice of the assignment by Landlord to Lender of the Lease and the rents under the Lease. Tenant further acknowledges receipt of a copy of the Mortgage, which evidences such assignment of the Lease and such rents.

2. Tenant agrees that:

(a) Upon notice to it by Lender, it will pay all rents thereafter becoming due under the Lease to Lender;

(b) It will not assert, as against any rents becoming due following notice by Lender to Tenant, any set-off, counterclaim or other claim or charge which Tenant may have against Landlord;

(c) It will observe and perform all of its obligations under the Lease following notice by Lender to Tenant, notwithstanding any prior default on the part of Landlord, provided that Lender shall remedy such default, or cause same to be remedied, within sixty (60) days after actual notice to Lender thereof (unless such default, if curable, requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, as the case may be, within such 60-day period and Lender shall commence to cure such default within such 60-day period and shall thereafter diligently and continuously process the same to completion); and

(d) Unless Lender assumes in writing the obligations of Landlord under the Lease, Lender shall in no event be deemed liable as lessor under the Lease or subject to any obligations of Landlord thereunder.

92940278

3. Tenant does hereby postpone and subordinate its interest in the Lease to the Mortgage, and does hereby attorn to Lender. All right, title and interest of the Tenant in the Premises shall be subject to Lender's rights under the Mortgage as fully as if the Mortgage had been made and recorded before the making of the Lease and the moneys secured by the Mortgage had been advanced before the making of the Lease.

4. Tenant will not terminate, amend, or modify the Lease, or seek any concessions in connection therewith, or surrender the Lease, or execute any sublease without the prior written consent of Lender, or prepay rents more than two months in advance.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said office, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Property of Cook County Clerk's Office

BY: [Signature]

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said office, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

# UNOFFICIAL COPY

7 2 9 1 0 2 7 3

IN WITNESS WHEREOF, Tenant has caused this instrument to be executed this as of the date set forth above.

PATRICK IMPORTS, INC. D/B/A  
PATRICK MITSUBISHI

By *[Signature]* (SEAL)  
Hanley Dawson, III, President

Attest *[Signature]*  
Martin C. Stilwell, Secretary

Property of Cook County

### ACKNOWLEDGMENT

STATE OF ILLINOIS

)  
) ss.  
)

92940278

COUNTY OF COOK

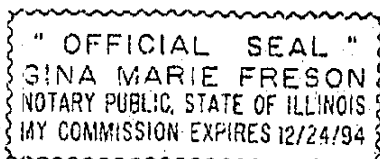
On this 1st day of December, 1992, before me, the undersigned, a Notary Public in and for the aforesaid state and county, duly commissioned and sworn personally appeared Hanley Dawson, III and Martin C. Stilwell, to me known to be the President and Secretary, respectively, of PATRICK IMPORTS, INC. D/B/A PATRICK MITSUBISHI, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal.

(SEAL)

*[Signature]*  
Notary Public in and for the  
State of Illinois

My commission expires: 12/24/94



# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT



Property of Cook County Clerk's Office

1900-0000

BOOK NO. 1234  
PAGE NO. 5678

FILED IN OFFICE OF CLERK OF COURT

CLERK OF THE COURT

CHICAGO, ILLINOIS

# UNOFFICIAL COPY

2010378

## SCHEDULE A

That part of the East 37 links (24.42 feet) of the Southwest  $\frac{1}{4}$  together with that part of the west  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  all taken as 1 tract, lying North of the Northeasterly line of Higgins Road as monumented and occupied, and lying West of the West line of Mall Drive as dedicated per Document No. 21076004, all in Section 13, Township 41 North, Range 10 described as follows:

Commencing at a point on said West line of Mall Drive said point being 644.173 North of said Northeasterly line of Higgins Road (as measured along said West line) of Mall Drive thence South 186.173 feet along said West line; thence Westerly perpendicularly to said West line of Mall Drive 244.00 feet, thence southerly 74.758 feet along a line drawn perpendicularly to the last described line to a point, thence Westerly 161.206 feet along a line drawn perpendicularly to the last described line to the point of intersection with the West line of the East 37 links (24.42 feet) of the Southwest  $\frac{1}{4}$  of said section, thence North 260.764 feet along said West line of the East 37 links to the point of intersection with a line drawn perpendicularly to said West line of Mall Drive and passing through the point of beginning, thence Easterly along the last described line to said point of beginning, all in Cook County, Illinois.

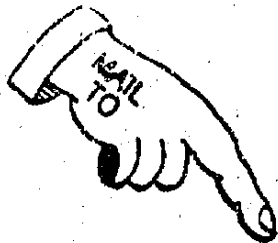
Commonly known as: 534 Mall Drive, Schaumburg, IL

P.I. No. 07-13-300-010  
07-13-400-006

92940278

[Parcel 2]

A: PATRICK2.ACK



LEE E. GUSSIN, ESQ.  
801 SKOKIE BLVD.  
NORTHBROOK, IL 60062

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

8730 852

