

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

BEVERLY BANK
1367 WEST 103RD STREET
CHICAGO, IL 60643

92083491

WHEN RECORDED MAIL TO:

BEVERLY BANK
1367 WEST 103RD STREET
CHICAGO, IL 60643

SEND TAX NOTICES TO:

BEVERLY BANK
1367 WEST 103RD STREET
CHICAGO, IL 60643

DEPT-01 RECORDING 127.00
143332 TRAN 8907 02/16/92 09:17:00
5203 10 00-22-1005 14 9 1
COOK COUNTY RECORDER

92083491

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

PIN 25-06-023-026 LANDLORD'S CONSENT

THIS LANDLORD'S CONSENT is entered into among ARTHUR E. ALTON and NAOMI B. ALTON ("Borrower"), whose address is 2026 W. 95TH STREET, CHICAGO, IL 60643; BEVERLY BANK ("Lender"), whose address is 1367 WEST 103RD STREET, CHICAGO, IL 60643; and ESTATE OF ROOSEVELT KIMBROUGH ("Landlord"), whose address is 6700 SOUTH BENNETT, CHICAGO IL. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Landlord's Consent, as this Landlord's Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent from time to time.

Borrower. The word "Borrower" means ARTHUR E. ALTON and NAOMI B. ALTON.

Collateral. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment, General Intangibles and Fixtures

Landlord. The word "Landlord" means ESTATE OF ROOSEVELT KIMBROUGH. The term "Landlord" is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lessee, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated December 18, 1991, between Landlord and Borrower.

Lender. The word "Lender" means BEVERLY BANK, its successors and assigns.

Loan. The word "Loan" means the loan, or any other financial accommodations, Lender has made or is making to Borrower.

Premises. The word "Premises" means the real property located in COOK County, State of Illinois, commonly known as 2026 W 95TH, CHICAGO, IL 60643, and legally described as:

LOT 19 AND LOT 20 (EXCEPT THE PART OF SAID LOTS 19 AND 20 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 6 HEREINAFTER REFERRED TO) IN BLOCK 38 IN ROUNTREE'S ADDITION TO BEVERLY HILLS BEING A SUBDIVISION OF THAT PART OF BLOCKS 30, 33 AND 38 OF HILLIARD AND DOBBIN'S SUBDIVISION OF THAT PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE PITTSBURG, CINCINNATI, AND ST. LOUIS RAILROAD (EXCEPT THE WEST 1/2 OF THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter

REG TITLE SERVICES # 82-205

92083491

have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

A. An exhibit, titled "A," is attached to this Agreement and by this reference is made a part of this Agreement just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Agreement.

MISCELLANEOUS PROVISIONS. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH BORROWER AND LANDLORD ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND EACH BORROWER AND LANDLORD AGREES TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 13, 1991.

BORROWER:

X Arthur E. Alton
ARTHUR E. ALTON

X Naomi B. Alton
NAOMI B. ALTON

LANDLORD:

ESTATE OF ROOSEVELT KIMROUGH
X Roosevelt Kimrough
Landlord's Signature

LENDER:
BEVERLY BANK
By: Joseph Kohli
Authorized Officer

This Landlord's Consent prepared by: X Joseph Kohli
JKOHLI

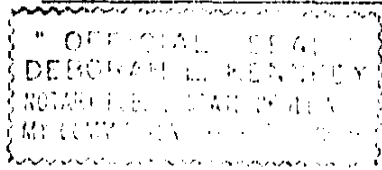
LENDER ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook) 58

On this 13th day of December, 1991, before me, the undersigned Notary Public, personally appeared Joseph Kohli and known to me to be the Authorized Agent, authorized agent for the Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Deborah L. Kennedy
Notary Public in and for the State of Illinois

Residing at _____
My commission expires 1-19-94



92083491

UNOFFICIAL COPY

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$100,000.00	12-13-1991	12-16-1996					JPK	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or loan.

Borrower: ARTHUR E. ALTON
NAOMI B. ALTON
dba: ARTHUR E. ALTON, D.D.S.
2026 W. 95TH STREET
CHICAGO, IL 60643

Lender: BEVERLY BANK
1367 WEST 103RD STREET
CHICAGO, IL 60643

This A is attached to and by this reference is made a part of each Landlord Consent, dated December 13, 1991, and executed in connection with a loan or other financial accommodations between BEVERLY BANK and ARTHUR E. ALTON and NAOMI B. ALTON.

THIS A IS EXECUTED ON DECEMBER 13, 1991.

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment, General Intangibles and Fixtures; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

BORROWER:

x Arthur E. Alton
ARTHUR E. ALTON

x Naomi B. Alton
NAOMI B. ALTON

LENDER:

BEVERLY BANK

By: Joseph Kales
Authorized Officer

92083594
15C6026

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared ARTHUR E. ALTON and NAOMI B. ALTON, to me known to be the individuals described in and who executed the Landlord's Consent, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

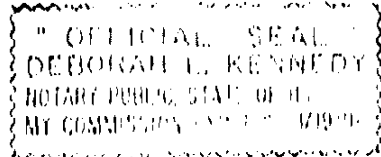
Given under my hand and official seal this 19 day of December, 1991.
By Deborah L. Kennedy Residing at _____
Notary Public in and for the State of Illinois My commission expires 1-19-94

LANDLORD ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared ESTATE OF ROOSEVELT KIMBROUGH, to me known to be the individual described in and who executed the Landlord's Consent, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19 day of December, 1991.
By Deborah L. Kennedy Residing at _____
Notary Public in and for the State of Illinois My commission expires 1-19-94



LASEN P110 (Im) Ver. 3.1511 (c) 1991 CFI Bankers Service Group, Inc. All rights reserved. (IL-1046 P3.15 P3.15 ALTON, L.N)

Property of Cook County Clerk's Office

92080491