

# UNOFFICIAL COPY

34496670

THIS DOCUMENT REFERS TO THE MORTGAGE DATED AUGUST 21, 1986  
RECORDED AUGUST 22, 1986 AS DOCUMENT NUMBER 86-370137,  
AS AMENDED

DEPT-01 RECORDING \$29.00  
T#2222 TRAN 3040 06/03/94 12:31:00  
~~#2038~~  
COOK COUNTY RECORDER

DEPT-01 RECORDING \$0.00  
T#2222 TRAN 3040 06/03/94 12:32:00  
#2058 # KB #94-496670  
COOK COUNTY RECORDER

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Chicago, IL 60603

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EXAMPLE

1095775-5  
Cook Co-IL  
5pgs.

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## MORTGAGEE WAIVER

This Mortgagee Waiver, dated as of this 16th day of October, 1993, is made by National Westminster Bank USA ("Creditor"), with an address at 175 Water Street, New York, New York 10038, to Congress Financial Corporation (Central) ("Congress"), with an address at 100 South Wacker Drive, Suite 1940, Chicago, Illinois 60606.

Creditor is the holder of that certain Mortgage dated, August 21, 1986 (the "Mortgage") made by LaSalle National Bank, not personally but solely as Trustee under that certain Trust Agreement dated March 7, 1983, and known as Trust No. 106050 for the benefit of Warehouse Club, Inc., an Illinois corporation ("Borrower") in favor of Creditor pertaining to the property legally described on Exhibit A attached hereto (the "Premises"). Borrower desires to enter into financing arrangements with Congress pursuant to which Congress may, from time to time, make loans to Borrower. Congress requires, among other things, security interests in and liens on all of Borrower's accounts, inventory, machinery and equipment, and various other property located on and attributable to the Premises; provided, that, other than trade fixtures which can be removed without damage to the Premises (including, without limitation, shelving and shelving units), such property shall not include fixtures (the "Collateral"). At Congress's request, Creditor hereby certifies, consents and covenants with Congress as follows:

1. The aggregate amount of the principal indebtedness secured by the Mortgage is \$3,055,147.

2. In the event Borrower defaults on its obligations to Congress, and Creditor is in possession of the Premises, Creditor agrees that, upon reasonable notice, it will allow Congress to enter the Premises to allow Congress to remove the Collateral at Congress' expense.

3. Creditor will not enforce any statutory, possessory or other liens, including, without limitation, rights of levy, with respect to the Collateral, without the prior written consent of Congress. Creditor hereby subordinates any security interest or lien it may have in the Collateral to that of Congress.

This Mortgagee Waiver shall be binding upon, and inure to the benefit of, the successors, assigns and personal representatives of both Congress and Creditor.

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IN WITNESS WHEREOF, the undersigned has executed this Mortgage Waiver as of the date first above written.

WITNESS:

NATIONAL WESTMINSTER BANK USA

*Richard B. Teiman*  
Name: RICHARD B. TEIMAN

*Prudence DiBello*  
Name: PRUDENCE DiBello

By:

*Charles Green*  
Name: Charles Green  
Its: Vice President

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## ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

I, PRUDENCE DiBELLO, a Notary Public in and for ~~and residing in~~ said County and State, DO HEREBY CERTIFY THAT on this 6th day of OCTOBER, 1993, before me personally appeared CHARLES GREEK, who acknowledged himself to be the VICE PRESIDENT of NATIONAL WESTMINSTER BANK USA, a NATIONAL BANK corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized VICE PRESIDENT of said NATIONAL BANK by signing the name of the NATIONAL BANK by CHARLES GREEK as VICE PRESIDENT.

GIVEN under my hand and notarial seal this 6th day of OCTOBER, 1993.

PRUDENCE DiBELLO  
Notary Public, State of New York  
No. 31-4688082  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires May 31, 1995

Prudence DiBello  
Notary Public

PRUDENCE DiBELLO  
Printed Name of Notary Public

My Commission Expires:

5/31/95

My County of Residence:

RICHMOND

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## EXHIBIT A

### Legal Description of the Premises

Name of Record Owner: LaSalle National Bank, as trustee under that certain Trust Agreement dated March 7, 1983 and known as Trust No. 106050

#### Legal Description:

The South 425 feet of the East 18.5 acres of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, and that part of the South 425 feet of Lot 5 of McDonnell's subdivision of the Southeast 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, lying West of the Westerly line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, in Cook County, Illinois.

#### Permanent Index

Numbers: 10-29-303-009  
10-29-303-017  
10-29-400-008

Property Address: 7420 North Lehigh Avenue  
Niles, Illinois

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