

**CONSENT, SUBORDINATION, ATTORNMENT
AGREEMENT AND ESTOPPEL CERTIFICATE**
(Illinois Petroleum Company, Inc.)

This Consent, Subordination, Attornment Agreement and Estoppel Certificate entered into this 6th day of February, 1994, by and between Illinois Petroleum Company, Inc. ("Tenant") and Harris Bank Hinsdale, National Association ("Mortgagee").

RECITALS

3 A. Tenant has entered into a Lease (the "Lease") dated April 3, 1992 with Roosevelt Second Corp. ("Landlord") demising certain property (the "Leased Premises") legally described on Exhibit A attached hereto. All terms used as defined terms in this Agreement which are defined in the Lease, when so used in this Agreement, shall have the defined meanings ascribed to them in the Lease.

B. Tenant's renewal options, if any, and other rights are more fully set forth in the Lease.

C. Mortgagee claims an interest in the real property (the "Property") legally described on Exhibit B hereto, of which the Leased Premises forms a part, pursuant to a certain Mortgage (the "Mortgage") between Mortgagee and Harris Bank Hinsdale, National Association as Trustee under Trust Agreement dated April 14, 1993 and known as Trust No. L-3150 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 94297675.

D. The parties hereto intend to expressly subordinate the Lease and all provisions thereof to the Mortgage and to establish certain rights of quiet and peaceful possession and use of the Leased Premises, and other rights, for the benefit of Tenant and further to define the terms, covenants and conditions pertaining to such rights.

E. Tenant is certifying certain matters to Mortgagee as set forth below to induce Mortgagee to make the loan secured by the Mortgage.

TENANT'S ESTOPPEL CERTIFICATE

A. Tenant is the tenant under the Lease with Landlord dated April 3, 1992 demising the Leased Premises, a complete and accurate copy of which, together with all amendments, modifications, supplements and/or extensions, is attached hereto. The term of the Lease, exclusive of unexercised renewal options (as identified below) contained in the Lease, will expire twenty (20) years following the occupancy date, as defined in the Lease. Tenant has two (2) remaining options to renew for ten (10) additional years each. There have been no other amendments of any kind regarding the Leased Premises.

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B. The Lease has been properly executed by the Tenant and is in full force and effect.

C. The total current Fixed Monthly Rental payable under the Lease (exclusive of future increases in rent provided for in the Lease) is Three Thousand Three Hundred (\$3,333.34) Dollars.

D. All improvements, if any, required by the terms of the Lease to be made by the Landlord will be completed prior to occupancy as required under the Lease and any payments or credits required to be made or given by Landlord to Tenant in connection with the Lease have been made or given.

E. As of the date hereof, no installment of rent or other charges under the Lease other than current monthly rent has been paid more than thirty (30) days in advance of its due date nor are any installments of rent or other charges past due.

F. Tenant has accepted and is in sole possession of the Leased Premises, the Lease has not been assigned by operation of law or otherwise or by Tenant and no sublease, concession agreement or license, covering the Leased Premises, or any portion thereof has been entered into by Tenant.

G. To the best of Tenant's knowledge and belief, Landlord is not in default under the Lease and no event has occurred which, with the giving of notice or passage of time, or both, could result in a default by Landlord thereunder.

H. Tenant has no defenses, counterclaims, offsets, liens, claims or credits against the rentals or otherwise which presently exist or have accrued under the Lease or against the enforcement of the Lease by Landlord.

I. Tenant has made a security deposit under the Lease in the amount of Three Thousand Three Hundred Thirty-Three and 34/100 (\$3,333.34) Dollars. Landlord has no obligation to pay any interest on the security deposit to Tenant.

J. Tenant has not received any notice of any present violation of any federal, state, county, or municipal laws, regulations, ordinances, orders or directives relating to the use or condition of the Leased Premises or the Property.

K. Tenant has no knowledge of and has received no notice of any assignment, hypothecation or pledge of the Lease or the rentals thereunder, other than the existing or proposed assignment of Harris Bank Hinsdale.

L. Tenant acknowledges that Harris Bank Hinsdale, and its respective successors and assigns, is relying on this Estoppel Certificate.

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M. The undersigned and the person(s) executing this Certificate on behalf of the undersigned has the power and authority to render this Certificate.

CONSENT, SUBORDINATION AND ATTORNMEN

In consideration of the foregoing, and of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Subordination. The Lease is now and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage.

2. Tenant's Attornment. In the event the Mortgage is foreclosed for any reason or Mortgagee receives a deed in lieu of foreclosure, and Mortgagee thereafter succeeds to the interest of Landlord under the Lease, Tenant shall, at Mortgagee's option, attorn and be bound to Mortgagee under all of the terms and conditions of the Lease for the balance of the term thereof, with the same force and effect as if Mortgagee were Landlord thereunder, such attornment to be effective and self-operative, without (except for Mortgagee's notice) the execution of any further instrument on the part of either of the parties hereto, immediately upon Mortgagee succeeding to the interest of Landlord under the Lease and mailing written notice to Tenant that Mortgagee desires Tenant to attorn to it. The respective rights and obligations of Tenant and Mortgagee upon any such attornment shall be to the extent of the remaining balance of the term of the Lease, and any extension or renewal thereof, the same as now set forth therein as the respective rights and obligations of Tenant and Landlord thereunder, it being the intention of the parties hereto for this purpose to incorporate by this reference the Lease into this instrument with the same force and effect as if fully set forth herein.

3. Recognition by Mortgagee. If Mortgagee shall succeed to the interest of Landlord under the Lease in any manner, Mortgagee in the event of attornment shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if Mortgagee had not succeeded to the interest of Landlord. From and after any such attornment, Mortgagee shall be bound to Tenant under all the terms, covenants, and conditions of the Lease, and Tenant, from and after the succession to the interest of Landlord under the Lease by Mortgagee, shall have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee or such purchaser had not succeeded to the interest of Landlord; provided

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further, however, that Mortgagee shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord); or
- (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- (d) bound by any amendment or modification of the Lease made without Mortgagee's consent.

4. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns, and, without limiting the generality of this paragraph, as used in this Agreement, the term "Mortgagee" shall additionally refer to any person or entity acquiring the interest of Landlord as a result of assignment or other transfer of the Mortgage or any foreclosure or other action or proceeding instituted under or in connection with the Mortgage and the term "Mortgage" shall additionally refer to the Mortgage and any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage and any future mortgage affecting the Property held by Mortgagee.

IN WITNESS WHEREOF, this Consent, Subordination, Attornment Agreement and Estoppel Certificate was executed and delivered as of the date first above written.

TENANT:
ILLINOIS PETROLEUM COMPANY, INC.

BY: [Signature]
ITS: President
(title)

MORTGAGEE:
HARRIS BANK HINSDALE, NATIONAL
ASSOCIATION

BY: [Signature]
ITS: President
(title)

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EXHIBIT A 3 9 7 7

LEGAL DESCRIPTION

LOTS 11-20 ALL INCLUSIVE IN BLOCK 16 IN STANNARDS SECOND ADDITION
TO HAYWOOD SOUTH 1/2 EAST 1/2 SOUTHWEST 1/4, SECTION 14, TOWNSHIP 39,
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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EXHIBIT B (Real Property)

SUB-LOTS 11 TO 20, INCLUSIVE, IN STANNARD'S SUBDIVISION OF LOTS 5 AND 6 IN BLOCK 15 AND LOTS 5 AND 6 IN BLOCK 16 IN STANNARD'S SECOND ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 15-14-330-019; and 15-14-330-020.

COMMONLY KNOWN AS: 201-211 West Roosevelt Road, Maywood, Illinois 60521.

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State of Illinois,

County ss: Cook

I, Roxanne Gardner

John Terjakis President of Rosemont Second Corp

the same person(s) whose name(s)

in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, + that for the purposes and therein set forth.

Given under my hand and official seal, this

1st

day of

April

1997

a Notary Public in and for said County and State, do hereby certify that personally known to me to be

is subscribed to the foregoing instrument, appeared before me this day

of the Corporation

My commission expires:



Notary Public



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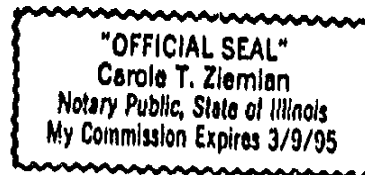
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State of Illinois)
County of Du Page)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that John F. Kovacs, who is Vice President of Harris Bank Hinsdale, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth. Given under my hand and seal this 1st day of April, 1994.

Carole T. Ziemian
Notary Public



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