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RECORDATION REQUESTED BY:

Commercial National Bank of Berwyn
3322 S. Oak Park Ave.
Berwyn, IL 60402

WHEN RECORDED MAIL TO:

Commercial National Bank of Berwyn
3322 S. Oak Park Ave.
Berwyn, IL 60402

SEP 27 1995 9:27:50
COMMERCIAL NATIONAL BANK OF BERWYN
3322 S. OAK PARK AVE. BERWYN, IL 60402
95671393



FOR RECORDER'S USE ONLY

FIRST AMERICAN TITLE INSURANCE #

CA 86526 8/8 all LC

This Estoppel Certificate prepared by: Michael A. Foster, AVP
3322 S. Oak Park Ave.
Berwyn IL 60402

LANDLORD'S ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE IS DATED SEPTEMBER 26, 1995, AMONG , as Trustee, an Illinois limited liability company (referred to below as "Grantor"), whose address is 3345 S. Oak Park Ave., Berwyn, IL 60402; Commercial National Bank of Berwyn (referred to below as "Lender"), whose address is 3322 S. Oak Park Ave., Berwyn, IL 60402; and MacNeal Health Services Corporation (referred to below as "Landlord"), whose address is 3249 S. Oak Park Ave., Berwyn IL 60402. Grantor and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire, in addition to any other collateral, a Mortgage and an Assignment to Lender on Grantor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Borrower against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

* THE LEASE. Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated September 26, 1995, which was recorded as follows: 16-31-221-045-95671393. The following information is a summary of the basic terms and conditions of the Lease: The term of the Lease shall be for a period of ten (10) years commencing on the 26th day of September, 1995 and ending on the 26th day of SEPT. 2005 with rent in equal monthly installments (adjusted annually on the anniversary of the commencement date) payable in advance of the first day of each and every month..

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in Cook County, State of Illinois:

LOT 24, 25, 26 IN BLOCK 11, IN BERWYN, BEING A SUBDIVISION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3345 S. Oak Park Ave., Berwyn, IL 60402. The Real Property tax identification number is 16-31-221-041, 16-31-221-042, & 16-31-221-043, Vol. 007.

ESTOPPEL. Landlord and Grantor hereby jointly and severally represent and warrant to Lender that:

- (a) Lease in Effect. The Lease (i) has been duly executed and accepted by Landlord and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.
- (b) No Default. As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Grantor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.
- (c) Entire Agreement. The Lease constitutes the entire agreement between Landlord and Grantor with respect to the Lease of the Property.

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ESTOPPEL CERTIFICATE (Continued)

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(d) **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

AGREEMENTS. Landlord and Grantor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

(a) **Modification, Termination and Cancellation.** Landlord and Grantor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

(b) **Notice of Default.** Landlord will notify Lender in writing concurrently with any notice given to Grantor of any breach or default on the part of Grantor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Landlord will not declare a default of the Lease, if Lender cures such default within thirty (30) days from and after expiration of the time period provided in the Lease for the cure thereof by Grantor; provided, however, that if such default cannot with diligence be cured by Lender within such thirty (30) day period, the commencement of action by Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate 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 Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Lender. 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 Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

GRANTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED SEPTEMBER 26, 1995.

GRANTOR:

Berwyn Magnetic Resonance Center, LLC

By: 

Kenneth W. Kuhn, Designated Agent

LANDLORD:

X 

MacNeal Health Services Corporation

By: Kenneth W. Kuhn, Vice President

LENDER:

Commercial National Bank of Berwyn

By: 

Authorized Officer

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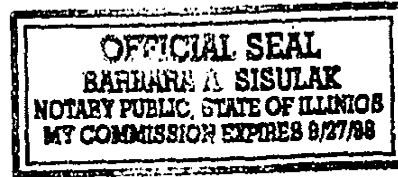
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ESTOPPEL CERTIFICATE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT



STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 26 day of Sept., 19 95, before me, the undersigned Notary Public, personally appeared Kenneth W. Kuhn, Designated Agent of Berwyn Magnetic Resonance Center, LLC an Illinois limited liability company, and known to me to be member or designated agent of the limited liability company that executed the Estoppel Certificate and acknowledged the Certificate to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Certificate and in fact executed the Certificate on behalf of the limited liability company.

By Barbara A. Sisulak Residing at Stickney, Ill 60402

Notary Public In and for the State of Illinois
My commission expires 9-27-98

LANDLORD ACKNOWLEDGMENT



STATE OF Illinois)
) ss
COUNTY OF Cook)

Kenneth W. Kuhn,
Vice President of

On this day before me, the undersigned Notary Public, personally appeared MacNeal Health Services Corporation, an Illinois ^{not for profit} corporation to me known to be the individual described in and who executed the Estoppel Certificate, and acknowledged that he or she signed the Certificate 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 26 day of Sept, 19 95.

By Barbara A. Sisulak Residing at Stickney, Ill 60402

Notary Public In and for the State of Illinois
My commission expires 9-27-98

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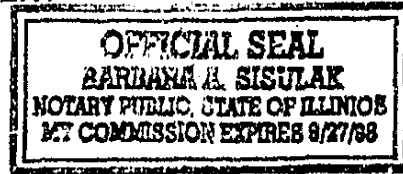
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LENDER ACKNOWLEDGMENT



STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 26 day of Sept, 19 95, before me, the undersigned Notary Public, personally appeared Michael A. Foster and known to me to be the Act. Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said 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 Barbara A. Sisulak Residing at Stibing Rd 60402

Notary Public in and for the State of Illinois

My commission expires 9-27-98

This Estoppel Certificate prepared by: Michael A. Foster, AVP
3322 S. Oak Park Ave.
Berwyn IL 60402

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CLERK'S OFFICE OF COOK COUNTY