

State of Illinois

County of Cook

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Landlord's/Mortgagee's Waiver

96300324

Know All Men By These Presents:

That for and in consideration of the sum of one dollar and other valuable considerations, the receipt of which are hereby acknowledged from the hereinafter named secured party, the undersigned, being: (Landlord) 1945 Melrose Park Limited Partnership the owner(s) and lessor(s) under lease;

the holder of a certain mortgage, deed of trust or security deed (security instrument) which lease is recorded in Book \_\_\_\_\_ at page \_\_\_\_\_ in the Realty Records for \_\_\_\_\_ County, South Carolina) in or upon the real property described in the lease or Security Instrument (X) or as more specifically described on attached Exhibit "A") do hereby covenant and agree with FIRST UNION NATIONAL BANK OF SOUTH CAROLINA, hereinafter called the "secured party" that the security interest acquired or to be acquired by the secured party from Origina, Inc.

described goods See Exhibit A attached hereto and incorporated herein by reference in and to the following which have been or may be installed upon or affixed to the above described real property, shall be senior and paramount to the rights of the undersigned in and to said real property and, upon default under the terms and provisions of the security agreement or security agreements creating or evidencing the said security interest, the secured party, or the assigns of the secured party, may remove the above described goods from the said real property without liability to the undersigned, except First Union shall repair all damage to the premises caused by the removal of the aforesaid. The undersigned agree to make this waiver known to any transferee of the premises or note secured by the Security Instrument and further agree to notify the secured party of any default in the lease or Security Instrument at least ten days prior to termination or foreclosure during which time secured party shall have the option to cure any such default.

In witness whereof the undersigned have executed, sealed and delivered this waiver this 6 day of Feb, 1996.

SIGNED, SEALED AND DELIVERED In the presence of: [Signature] Kathleen A. Stanek

1945 Melrose Park Limited Partnership, A Limited Partnership By: Richfield Realty & Management Co., Inc. [Signature] As its General Partner

SIGNED, SEALED AND DELIVERED In the presence of:

First Union National Bank of South Carolina By: [Signature] As its

State of Illinois ) County of Cook )

DEPT-01 RECORDING (SEAL) \$23.50 60008 TRAN 6029 04/22/96 15:43:00 3747 5 BJ \*-76-300324 COOK COUNTY RECORDER

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named LANDLORD sign, seal, and as the Landlord's act and deed, deliver the within-written LANDLORD'S/MORTGAGEE'S WAIVER for the uses and purposes herein mentioned and that (s)he, with Kathleen Stanek, the other witness whose signature appears above, witnesseth the execution thereof.

SWORN TO BEFORE ME THIS 7th day of Dec, 1996. [Signature] (L.S.)

96300324 "OFFICIAL SEAL" KAREN B. D'SA NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires

My commission expires: 9-8-98 State of County of

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named MORTGAGEE sign, seal, and as the Mortgagee's act and deed, deliver the within-written LANDLORD'S/MORTGAGEE'S WAIVER for the uses and purposes herein mentioned and that (s)he, with the other witness whose signature appears above, witnesseth the execution thereof.

SWORN TO BEFORE ME THIS day of Feb, 1996. [Signature] (L.S.)

My commission expires: Notary Public, S.C. 070 107

Handwritten notes: 25.50, 22.00, 47.50

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Property of Cook County Clerk's Office

Nexsen Pruet Jacobs & Pollard  
ATTORNEYS AND COUNSELORS AT LAW  
1000 EAST NORTH STREET, 2ND FLOOR  
POST OFFICE DRAWER 10648  
GREENVILLE, SOUTH CAROLINA 29603

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## EXHIBIT A

### Real Property Location:

1945 North 15th Avenue, Melrose Park, Illinois

### Collateral:

(a) Accounts and any and all rights to the payment of money or other forms of consideration of any kind for goods sold or leased or for services rendered, including but not limited to, accounts receivable, proceeds of any letters of credit naming Origena, Inc. as beneficiary, chattel paper, tax refunds, insurance proceeds, contract rights, notes, drafts, instruments, documents, acceptances and all other debts, obligations and liabilities in whatever form, whether now owned or hereafter arising;

(b) Inventory and all other goods intended for sale or lease by Origena, Inc. or to be furnished under contracts of sale or so furnished, all work in process; all raw materials and other materials and supplies of every nature and description used which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Origena Inc.'s business, whether now owned or hereafter acquired, wherever located; and

(c) Documents, instruments and chattel paper, including but not limited to documents of title, policies and certificates of insurance, moneys, securities, drafts, certificates of deposit, or any other writing evidencing a right to the payment of money, whether now owned or hereafter acquired, wherever located;

(d) General Intangibles, including but not limited to, all goodwill, causes of action, rights of performance, copyrights, trademarks, tradenames, patents, and service marks;

(e) All machinery, equipment, furniture and fixtures, whether now owned or hereafter acquired, wherever located, including but not limited to all such property installed or affixed to the real property described hereinabove; and

(f) All proceeds and products of the foregoing.

WITH THE EXCEPTION OF HEATING, VENTILATING  
PLUMBING OR ELECTRICAL OR OTHER  
UTILITIES OR EQUIPMENT RELATED  
TO THE OPERATION OF THE BUILDING  
AND NOT TO TENANTS BUSINESSES.

AWG

96300324



Nelson Ault Jacobs & Pollard

1000 East North St 2nd Fl

P.O. Drawer 10648

Greenville, South Carolina

INITIAL AWG

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PARCEL 1: THAT PART OF LOTS 4, 7 AND 8 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWN OF LEYDEN, COUNTY OF COOK, STATE OF ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4, WHICH POINT IS 100 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET ON A LINE 241 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY ALONG A LINE 241 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 4 TO THE WEST LINE OF LOT 4; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4 TO THE PLACE OF BEGINNING.

PARCEL 2: THAT PART OF LOT 4 AND LOT 8 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWN OF LEYDEN, COUNTY OF COOK AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF LOT 4, WHICH POINT IS 241 FEET SOUTH OF THE NORTH LINE OF LOT 4; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO A POINT WHICH IS MIDWAY BETWEEN THE EAST LINE OF 15TH AVENUE AND THE WEST LINE OF GEORGE STREET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 4, 24 FEET TO A POINT; THENCE WESTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 4 TO THE WEST LINE OF SAID LOT 4; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 4, 24 FEET TO THE POINT OF BEGINNING.

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