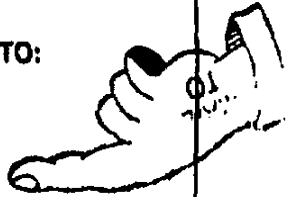


RECORDATION REQUESTED BY:

**BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660**

WHEN RECORDED MAIL TO:

**BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660**

**FOR RECORDER'S USE ONLY**

This Landlord's Consent prepared by: **Broadway Bank
5960 N. Broadway
Chicago, IL 60660**

LANDLORD'S CONSENT

THIS LANDLORD'S CONSENT is entered into among PAVE ENTERPRISES, INC. d/b/a Athena Restaurant ("Borrower"), whose address is 212 S. Halsted St., Chicago, IL 60607; BROADWAY BANK ("Lender"), whose address is 5960 N. BROADWAY, CHICAGO, IL 60660; and 212 Halsted Corp. c/o J.V. Enterprises, Inc ("Landlord"), whose address is 60 West Adams Street, Chicago, Illinois 60603. 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 PAVE ENTERPRISES, INC. d/b/a Athena Restaurant.

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, Equipment and General Intangibles, including but not limited to See attached list "Exhibit A" as to equipment and fixtures.

Landlord. The word "Landlord" means 212 Halsted Corp. c/o J.V. Enterprises, Inc. 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 lienholder, 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 August 25, 1995, between Landlord and Borrower.

Lender. The word "Lender" means BROADWAY 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 212 S. Halsted, Chicago, IL 60661.

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)~~ ^{ten (10)} 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, except as follows: Western Springs National Bank & Trust, Trustee u/t/a dated 5/4/93 and known as trust #3421. Landlord agrees that any lien or claim it may now have or may hereafter 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.

"EXHIBIT A". An exhibit, titled "EXHIBIT 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.

UNOFFICIAL COPY

LANDLORD'S CONSENT (Continued)

07-19-1996
Loan No next

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED JULY 19, 1996.

BORROWER:

PAVE ENTERPRISES, INC. d/b/a Athena Restaurant

By: Andreas Angelopoulos, PRES.
Andreas Angelopoulos, President

By: Peter Tsoukas
Peter Tsoukas, Secretary

LANDLORD:

212 Halsted Corp. c/o J.V. Enterprises, Inc

~~WESTERN SPRINGS NATIONAL BANK & TRUST
TRUSTEE U/T/A DATED MAY 4, 1993 AND
KNOWN AS TRUST NUMBER 3421~~

~~LEASOR~~ NO CONSENT REQUIRED
FROM FEE TITLEWORKS

x James J. ...
Landlord's Signature: SUBLESSOR

LENDER:

BROADWAY BANK

By: [Signature]
Authorized Officer

"OFFICIAL SEAL"
GEORGE J. BAHRAMIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/31/2002

[Signature]
Notary Public

UNOFFICIAL COPY

07-19-1996
Loan No next

LANDLORD'S CONSENT (Continued)

Page 5

LANDLORD ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss

COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared 212 Halsted Corp. c/o J.V. Enterprises, Inc, 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 5th day of May, 19 98.

By George Bahramis Residing at 241 Grant Pl., Chicago, IL

Notary Public in and for the State of Illinois

My commission expires 3/31/2002

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.24a (c) 1998 CFI ProService, Inc. All rights reserved. [IL-E45 E3.24 F3.24 ATHENA.LN]

"OFFICIAL SEAL"
GEORGE J. BAHRAMIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/31/2002

UNOFFICIAL COPY

EXHIBIT 1

PARCEL 1:

LOTS 1 TO 8 (EXCEPT THE SOUTH 12 FEET OF LOT 8) IN WILSEY'S SUBDIVISION OF LOT 1 IN G.A. BANCHARD'S SUBDIVISION OF BLOCK 3 IN SCHOOL TRUSTEES' SUBDIVISION OF CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EAST 95.85 FEET OF THE NORTH ½ OF LOT 3 AND THE SOUTH ½ OF LOT 3 AND ALL OF LOT 7 IN BLOCK 11 IN DUNCAN'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHEAST 14 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR TRUCK USE ONLY (NO PARKING EXCEPT FOR LOADING AND UNLOADING) FOR THE BENEFIT OF PARCEL 1, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THE SOUTH 12 FEET OF THE NORTH 25.09 FEET OF THE NORTH ½ OF LOT 14 AND THE WEST 12 FEET OF THE NORTH 25.13 FEET OF THE NORTH ½ OF LOT 3 (EXCEPT THE EAST 95.85 FEET THEREOF) AND THE NORTH 13.13 FEET OF THE NORTH 25.13 FEET OF THE NORTH ½ OF LOT 3 (EXCEPT THE EAST 95.85 FEET THEREOF) IN BLOCK 11 IN DUNCAN'S ADDITION TO CHICAGO AFORESAID;

ALSO:

EASEMENT FOR INGRESS AND EGRESS FOR TRUCK USE ONLY (NO PARKING EXCEPT FOR LOADING AND UNLOADING) FOR THE BENEFIT OF PARCEL 1, OVER, UPON AND ACROSS THE NORTH 13.09 FEET OF THE NORTH 25.09 FEET OF THE NORTH ½ OF LOT 14 IN BLOCK 11 IN DUNCAN'S ADDITION TO CHICAGO AFORESAID, AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1977 AND KNOWN AS TRUST NUMBER 39982, AND PETROS N. KOGIONES, DATED NOVEMBER 15, 1978 AND RECORDED DECEMBER 20, 1978 AS DOCUMENT 24772832, IN COOK COUNTY, ILLINOIS

P.I.N: 17-16-109-001, 17-16-109-002, 17-16-109-003, 17-16-109-004
17-16-109-005, 17-16-109-006, 17-16-109-007, 17-17-222-008
17-17-222-009, 17-17-222-017

COMMON ADDRESS: 212 S. HALSTED STREET, CHICAGO, ILLINOIS