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Cook County Recorder 87.50

AT&T COMMERCIAL FINANCE CORPORATION

SUBORDINATION, ATTORNMENT AND ESTOPPEL AGREEMENT

THIS AGREEMENT, entered into this 12th day of June, 1998 is between Dennis A. and Frances G. Clarkson ("Borrower"), E.H. Wahns & Company ("Tenant") and AT&T Commercial Finance Corporation ("Lender").

Recitals

WHEREAS, Tenant, by virtue of a certain lease dated June 1, 1996, (the "Lease"), entered into with Borrower as landlord, a copy of the Lease has been provided to Lender which is the correct and most current lease and to which there have been no addendums added, and a copy of said Lease is attached hereto as Exhibit "B", has leased the real property known as 504 Glenn Avenue, Whelling, IL, 60090, of which is more particularly described on Exhibit "A" attached hereto and by reference incorporated herein (the "Premises");

WHEREAS, Borrower has requested that Lender make a mortgage loan (the "Loan") to be secured by a Mortgage from Borrower to Lender (the "Mortgage") encumbering the Premises; and

WHEREAS, Lender has required as a condition for the making of the Loan that a Subordination Agreement and Estoppel Letter be executed by Tenant, whereby the Lease is subordinated to the Mortgage.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in order to induce Lender to make the Loan, the parties do hereby agree and covenant as follows:

A. Tenant hereby certifies, represents, warrants, confirms, covenants and agrees for the benefit of Lender as follows:

1. Tenant is "tenant" or "lessee" under the Lease.
2. The Lease is in full force and effect and has not been modified, altered, amended, changed, supplemented, terminated or superseded in any manner.
3. The Lease constitutes a complete statement of the agreements, covenants, terms and conditions of Tenant and Borrower with respect to the Premises, and there are no other agreements or understandings between Borrower and Tenant with respect to the Premises or the Lease.
4. The Lease and all rights of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms and provisions of the Loan and the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

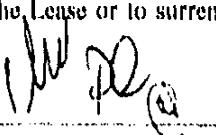
Initials *JW* *ACR*

PIN # 15 03-11-305-033-1001
03-11-305-633-1002
03-11-305-033-1003

Box 15
JFS
E.C. TWW

5. The primary term of the Lease is for Two (2) years, commencing on March 1, 1997 and ending on February 28, 1999. Tenant has No (0) option(s) each to renew and extend the term of the Lease.
6. Rents due monthly during the primary term of the Lease are currently paid no more than one month in advance.
7. All agreements and conditions of the Lease to be performed or complied with by Borrower relating to the improvements or the use of the Premises have been satisfied and the improvements were fully and timely completed and have been approved and accepted by Tenant.
8. Tenant has accepted possession and is in actual occupancy of the Premises and as of the date of this Agreement, there are no defenses to Borrower's enforcement of its rights under the Lease.
9. Tenant has no charges, liens, claims, credits or offsets against rentals under the Lease.
10. Borrower is holding no security to secure Tenant's obligations; no rents have been prepaid, except as provided in paragraph 6 above, and there are no periods of free rentals applicable to the term of the Lease, except as specified in the Lease. In no event will Tenant look to Lender for the return of any security deposit.
11. Without Lender's prior written consent, Tenant and Borrower will not (a) modify or in any manner alter the agreements, covenants, terms or conditions of the Lease or any modification or amendment thereto specified herein; (b) waive or release performance of any obligation under the Lease or under any modification or amendment thereto specified herein; (c) accept surrender, abandonment, cancellation or termination of the Lease; (d) pay or accept the rent or any other sums becoming due under the terms of the Lease more than one month in advance unless the Lease or any modification or amendment specified herein provides otherwise; or (e) accept waiver of or release from the performance of any obligations under the Lease.
12. From time to time upon request, Tenant will timely execute and deliver Estoppel Letters to Lender or Lender's designees or assigns, including any instrument that may be necessary or appropriate to evidence attorney's fees. Tenant hereby irrevocably appoints Lender its attorney-in-fact to execute and deliver for and on behalf of Tenant any such instrument.
13. Tenant has not subleased, nor will Tenant sublease in the future, any portion of the Premises and Tenant has not assigned, nor will Tenant assign in the future, whether outright or by collateral assignment, all or any portion of Tenant's rights under the Lease.
- B. By reason of the execution of this Agreement, no duty or responsibility is imposed upon Lender to perform or comply with any of the terms, provisions or conditions of the Lease required to be performed by Borrower.
- C. If Lender acquires the Premises pursuant to a foreclosure proceeding or deed in lieu thereof, Tenant will attorney to Lender as successor to Borrower under the terms of the Lease, unless Lender elects to terminate the Lease and the rights of Tenant to the possession of the Premises. Tenant waives the right, if any, under any statute or rule of law now or hereinafter in effect, which may allow Tenant to terminate the Lease or to surrender possession of the Premises in the event any proceeding is brought by Lender.

Initials



and Tenant agrees that unless and until Lender elects to terminate the Lease and extinguish Tenant's leasehold estate, the Lease will not be effected in any way by any proceeding.

D. In the event the Mortgage is foreclosed for any reason, and Lender does not elect to terminate the lease, Lender will succeed to the interest of Borrower under the Lease and Tenant will be bound to Lender under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if Lender were landlord under the Lease. Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of Borrower under the Lease, or until Tenant receives notice from Lender pursuant to any assignment of leases and rents executed by Borrower in connection with the Loan. To the extent of the then remaining balance of the term of the Lease the respective rights and obligations of Tenant and Lender upon such attornment shall be the same as now set forth in the Lease.

E. In the event Lender succeeds to the rights of Borrower as landlord under the Lease, Lender shall not be (a) liable for any act or omission of any prior landlord, including Borrower, (b) subject to any offsets or defenses which Tenant may have against any prior landlord, (c) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance, (d) bound by any amendment or modification of the Lease made without Lender's consent, (e) bound by any lease provisions with respect to landlord's obligation to complete any construction on the Premises, or (f) liable to Tenant under the Lease to any extent beyond Lender's interest in the Premises.

F. This Agreement may be modified only in writing, signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, successors and assigns; it being expressly understood that all references to "Lender" shall be deemed to include not only Lender but also its successors and assigns, including any purchaser at a foreclosure sale.

G. A standard mortgagee clause naming Lender as Mortgagor shall be added to any and all insurance policies required to be carried under the Lease or Mortgage, and the insurance proceeds are to be applied in the manner specified in the Mortgage. Such standard mortgagee clause shall also provide for non-cancellation of the policy without at least thirty (30) days prior written notice to Lender. Borrower and Tenant shall provide Lender with copies of the endorsement containing such standard mortgagee clause, together with a complete copy of the exclusions and exceptions section of the insurance policy(ies) within twenty (20) days after the execution of this Subordination, Attornment and Estoppel Agreement.

H. Whenever Borrower or Tenant shall give notice to the other of a breach of any of the conditions, covenants, or provisions of this Lease, Borrower and Tenant agree to also send a copy of such notice to Lender at P.O. Box 440, Parsippany, New Jersey 07054.

I. Borrower and Tenant affirm that as of the date of this Agreement, there are no breaches of any of the covenants, conditions or provisions of the Lease.

J. Notwithstanding the terms of the Lease, in the event of breach of any of the covenants, conditions, or provisions of the Lease by Borrower, Tenant agrees that Borrower shall have thirty (30) days from the date Borrower receives notice, specifying such breach, to cure said breach. Tenant further agrees that Lender shall also have a reasonable period of time to cure such breach, which period of time shall include, if necessary, the time necessary for Lender to secure possession of the Premises.

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78508896 Page 4 of 13

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

BORROWER:

Dennis A. Clarkson
Dennis A. Clarkson

Frances G. Clarkson
Frances G. Clarkson

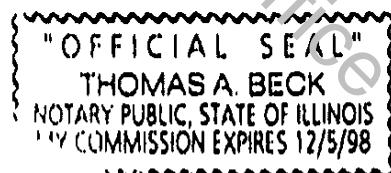
STATE OF ILLINOIS)
) SS.
COUNTY OF *Cook*)

I, *Thomas A. Beck*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Dennis A. and Frances G. Clarkson, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument in their free and voluntary act, for the uses and purposes set forth, waiving their redemption rights, and releasing and waiving the rights under the homestead exemption laws of this state.

GIVEN under my hand and seal this 9th day of June, 1998.

Thomas A. Beck
Notary Public

My commission expires: *12/5/98*



(Signatures and Acknowledgements Continue on Following Page)

Initials *DA* *FG*

95508896 Page 5 of 13

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TENANT: E. H. Wachs & Company

By: Charles A. Beck

Title: President

STATE OF ILLINOIS

) SS:

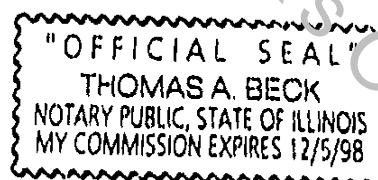
COUNTY OF Cook

I, Thomas A. Beck, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY, that Charles A. Wachs, personally known to me to be the president of E. H. Wachs & Company, whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as president of said Corporation, and caused the seal of said Corporation to be thereunto affixed, pursuant to the authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth.

GIVEN under my hand and seal this 9/1 day of June, 1998.

Thomas A. Beck
Notary Public

My Commission Expires: 12/5/98



(Signatures and Acknowledgements Continue on Following Page)

Initials JW DCW

LENDER:

AT&T COMMERCIAL FINANCE CORPORATION

By: *Lynne Mazzetta*

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO

COUNTY OF ARAPAHOE

On this 11th day of July, in the year 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lynne Mazzetta, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as AVP, or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Signature *Lynne Mazzetta*

Notary Public in and for said County and State

My Commission Expires: My Commission Expires 08/02/99

Initials *JWDC*

EXHIBIT "A"

The land referred to in this agreement is described as follows:

Units 1, 2 and 3 in Glenn Avenue Industrial Condominium as delineated on a survey of the following described land:

Lots 1 and 2 (except the west 32 feet of said Lot 2) in Block 3 in AMERLINE subdivision of part of the east 1/2 of the southwest 1/4 of section 11, township 42 north, range 11, east of the THIRD PRINCIPAL MERIDIAN, in Cook County, Illinois, which survey is attached as an exhibit to the declaration of condominium recorded April 25, 1996 as document Number 96, 310, 956 together with its undivided percentage interest in the common elements.

UNOFFICIAL COPYGEORGE E. COLE
REALTORS, INC.REHABIT
No. 1201-REC
March 1995**INDUSTRIAL BUILDING LEASE**

CAUTION: Consult a lawyer before using or acting under this form.
 Neither the publisher nor the seller of this form makes any warranty
 with respect thereto, including any warranty of merchantability or
 fitness for a particular purpose.

RECEIVED IN BAD CONDITION

IMMEDIATE APPROVAL IN TWO DAYS

DATE OF LEASE	TERM OF LEASE	
	COMMENCING	ENDING
10-21-96	3-1-97	2-28-99
MONTHLY RENT		
SECURITY DEPOSIT = 2 months rent		
COUNT DAY BOUND = \$8472.69		
LAST MONTH = \$5917.74		
LOCATION OF PREMISES		
100 N. Illinois Avenue, Wheeling Illinois Approximately 12,303 square feet		
PURPOSE		
For Manufacturing and Distribution		

Above Space for Recording Use Only

LESSEE		LESSOR	
NAME	B.U. Wochin & Company	NAME	Seton Court Properties
ADDRESS	504 Illinois Ave.	ADDRESS	224 Beaumont Drive
CITY	Wheeling, IL 60090	CITY	Round Lake Beach, IL 60172

In consideration of the mutual covenants and agreements herein stated, Lessee hereby leases to Lessor, and Lessor hereby leases from Lessee solely for the above purpose the premises designated above (the "Premises"), together with the fixtures, equipment and personalty for the above Term.

LEASE COVENANTS AND AGREEMENTS

- RENT.** Lessee shall pay Lessor at twelve (12) months in advance, monthly, in advance, until termination of this lease, at Lessor's office, United States Post Office or such other address as Lessor may designate in writing.
- CONDITION AND UPKEEP OF PREMISES.** Lessee has previously and knows the condition of the building and has received the same in good order and repair, and acknowledges the no representations as to the condition in fact, save those made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressly set forth. Lessor shall keep the Premises free from all open dangerous, injurious insects, replacing all broken glass with glass of the same kind and quality, shall not damage or interfere with any of the original plumbing fixtures with others of equal quality, and will keep the Premises, in a clean, safe, sanitary, well-lighted and healthful condition according to the applicable municipal ordinances and the direction of the appropriate officers during the term of this lease; at Lessee's expense, and will not cause injury to the roof, removing all snow and ice from the roof.

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and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, will yield up the Premises to Lessor, in good condition and repair, less by fire and weather wear and tear, and will return the keys thereto at the place of payment of said rent.

LESSOR NOT TO MISUSE; SUBJECT; ASSIGNMENT. Lessor will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinabove specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessor will not permit any material, operation of law or the interest in Premises acquired through this lease, and will not permit Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building, or increase the hazard of the fire risk, or disturb the tenants in the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days, and will not allow any signs, cards or placards to be posted, or placed thereon, nor commit any nuisance of or within or in any of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the contract of rental.

4. MECHANIC'S LIEN. Lessor will not permit any mechanic's lien or liens to be placed upon the Premises or any building, or improvement thereon during its term hereof, and in case of the filing of such lien Lessor will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereon from Lessor to the Lessor, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity, the cost, and any amounts so paid, including expenses and interest, shall be an much additional indebtedness hereunder due from Lessor to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

5. INDEMNITY FOR ACTS/THEFTS. Lessor warrants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, etc., whether occasioned by the neglect of Lessor or those holding under Lessor and that Lessor will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all law, costs, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whatsoever or wheresoever and will protect, indemnify, not save and keep harmless the Lessor against and from any and all claims and actions and from any and all law, costs, damage or expense arising out of any failure of Lessor in any respect to comply with and perform all the requirements of this provision hereof.

6. NEGLIGENCE OF LESSOR. Except as provided by Illinois statute Lessor shall not be liable for any damage or damage by failure to keep the Premises in repair, nor for any damage done or committed by or upon plumbing, gas, water, sprinkler, steam or other pipes or fixtures or the heating, lighting or running of any pipes, tank or ventilating structure, in, about, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, when in, ice being upon or coming through the roof, skylight, trap door or elsewhere, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

7. WATER, GAS AND ELECTRIC CHARGES. Lessor will pay to addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and a care and water rents and bills for gas, electric light and power shall not be paid when due. Lessor shall have the right to pay the same, which amounts so paid, together with any rents paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be an much additional rent and payable with the installment of rent next due thereafter.

8. KEEP PREMISES IN REPAIR. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessor, at his own expense, will keep all improvements in good repair, subject by fire, or other causes beyond Lessor's control (excepted) as well as in a good tenable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessor will, as far as practicable, keep said improvements from destruction due to ordinary wear and tear, or falling temporarily out of repair. If Lessor does not make repairs as required hereunder promptly and adequately, Lessor may be sued for making such repairs and pay the costs thereof, and such costs shall be an much additional rent immediately due from and payable by Lessor to Lessor.

9. ACCESS TO PREMISES. Lessor will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

BAD CONDITION

GOOD

EXCELLENT

FANTASTIC

PERFECT

068800886

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10. ABANDONMENT AND RELETTING. If Lessor shall abandon or vacate the Premises, or if Lessor's right to occupy the same shall be terminated by Lessor by reason of Lessor's breach of any of the covenants herein, the same may be relet by Lessor for back rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a judgment thereon shall not duly be realized monthly, after paying the expenses of such reletting and collecting, it shall be the right hereby reserved, Lessor agrees to satisfy and pay all deficiency recoverable during the remaining period of this lease.

11. HOLDING OVER. Lessor will, at the termination of this lease by lapse of time or otherwise, yield up the same to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of £200.00 per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of remedy as hereinafter set forth; nor shall the receipt of said sum or any part thereof, or any other act in apparent confirmation of holding over, constitute a waiver of the right to forfeit the lease or the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

12. EXTRA STIE ILLEGARIL. There shall not be allowed, kept or used on the Premises any inflammable or explosive liquors or materials save such as may be necessary for use in the business of the Lessor, and in such case, any such substances shall be delivered and stored in a vault, and used, in accordance with the applicable Rules of the Firewriters and Statute and ordinances now or hereafter in force.

13. DEFAULT BY LESSOR. If default be made, in the payment of back or rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessor, Lessor may at any time sue, either in his election of action, for the recovery of the Premises or any part thereof, without or in the event permitted by law, without notice or process of law, and removal thereof, or any persons occupying the same, without prejudice to any remedies which might otherwise exist for a period of one month, Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessor now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

14. NO RENT DEDUCTION OR SET OFF. Lessor's covenants to pay rent is and shall be independent of each other and of any other covenant of this lease. Lessor agrees that any claim by Lessor against Tenant shall not be deducted from rent nor set off against any claim for rent in any action.

15. RENT AFTER NOTICE OR SUIT. It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or other legal judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not in any way affect such notice, suit or legal judgment.

16. PAYMENT OF COSTS. Lessor will pay and discharge all reasonable costs, attorney's fees and expenses that shall be paid and incurred by Lessor in enforcing the covenants and agreements of this lease.

17. RIGHTS CUMULATIVE. The rights and remedies of Lessor under this lease are cumulative. The exercise by one of any and or more thereof shall not bar Lessor from exercising or use of any other right of remedy provided herein or otherwise provided by law, nor shall exercise one or any right or remedy by Lessor waive any other right or remedy.

18. FIRE AND CASUALTY. In case the Premises shall be rendered untenanted during the course of this lease by fire or other casualty, Lessor at his option may terminate the lease or relet the Premises within 60 days thereafter, if Lessor elects to relet, this lease shall remain in effect provided such reletting is completed within said time. If Lessor shall not relet within the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or casualty.

19. SUBORDINATION. This lease is subordinate to all mortgages which, now or hereafter affect the Premises.

20. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or legal.

21. SEVERABILITY. Whatever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by law under applicable law such provision shall be ineffective to the extent of such prohibition or invalidity, notwithstanding the remainder of such provision or the remaining provisions of this lease.

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This instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 3 pages numbered 1 to 2, including a rider consisting of 0 pages, identified by None and None.

IN WITNESS WHEREOF, the parties hereto have executed this lease, on this day of March, in first above written.

LESSOR:

E.P. Wachta & Company

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Deton Control Corporation

LESSEE:

Please print or type name(s)
below signature(s)

ASSIGNMENT BY LESSOR

On this 19, 19, for the sum received, I, John H. Wachta, assign and sell to Deton Control Corporation, all right, title and interest in and to the above lease and the rents thereby receivable, except rent in and payable prior to 19,

(SEAL)

(SEAL)

GUARANTEE

On this 19, 19, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor, hereby guarantees the payment of rent and performance by Lessor, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

John H. Wachta (SEAL)

Charlie Wachta

(SEAL)

State of Illinois, County of Will,

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that

IMPRINT
SEAL:
HERE

personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered to the said instrument in 19, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of damages.

GIVEN under my hand and affixed seal this 19 day of March, 19.

Commission expires 19

Notary Public

No. 1201 RII

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Document was prepared by Sectoral Properties, Inc. 3165 Birkenside Drive Skokie, IL 60173
 (Name and Address)

Mail to: E.R. Hagan & Company, 304 Glenn Avenue
 (Name and Address)

Wheatling
 (City)

IL
 (State)

60090
 (Zip Code)

Or Recorder's Office Box No _____

Legal Description:

Permanent Real Estate Index Number(s) _____

Address(es) of Real Estate: _____

22. Lessor shall be liable and remit within 30 days of notification for any increase in the real estate tax assessment greater than the 1997 real estate tax bill.
 23. Lessor shall be responsible for maintenance of all that's heating and air conditioning inside and outside of their space or spaces.
 24. Lessee agrees to provide Lessor with a (1%) one hundred percent copy of the rental that he will or will not be generating there income.
 25. Lessee will not allow Sublessee or parties of Sublessee without Lessor's prior agreement.
 26. Rent shall be in default if not paid within 30 days of due date. A late penalty of 1% will charged per month if the payment is in default.
 27. After the first year, Lessee may terminate the lease with a months' notice sent by certified mail.
 28. Lessor receives the right to cause Owner's up to book to be held under protest and to retain attorney fees of its choice (not exceeding \$1,000.00 and 1/2 an Tax Council) to defend the amount of Ownership Taxes imposed. The Council shall be retained on a contingent fee basis whereby the Council is paid a percentage of the tax savings achieved up to a limit of one month representation. Lessor agrees to pay reasonable Attorneys fees of Tax Council's, Inc. in connection with preparing the Schedule. In no event shall the Tenant's liability for Ownership Taxes and Tax Council fees be greater than the Ownership Taxes which would have been due to Tenant from Lessor in absence of the retention of the Council.
- In the event Ownership Taxes on a Bill for an odd part of a calendar year at the end of a lease term, such taxes shall be prorated according to the actual proportionate tax situation.

Pages

No. 1311-KC

98580586

RECEIVED IN BLDG CONDITIONS

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ASSIGNMENT OF LEASE

I, LARRY HOOKER, SR. of Seton Court Properties, for and in consideration of ten dollars and other good and valuable consideration hereby transfer and assign to Francis Clarkson and Dennis Clarkson or their successor in interest all rights, duties and remedies pursuant to the terms of a lease dated March 1, 1994 between Seton Court Properties and E.J. Wach for the rental of space at the property known as 500 Glenn Avenue, Wheeling, Illinois

Larry Hooker Sr. by Susan P. Malone
Larry Hooker Sr. by Susan P. Malone

Dated 6/12/1994

98508896 Page 13 of 13