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Dan Dever

(above space for recorder's use only)

TENANT ESTOPPEL CERTIFICATE
AND SUBORDINATION AGREEMENT

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Property of COOK COUNTY CLERK'S OFFICE

77-30-5025/LD.

C.T.I.C.

TO:

Commercial Loan Department
208 Oak Creek Plaza
Mundelein, Illinois 60060

Date: May 18, 1998

Gentlemen:

We understand that ("Bank") has committed to make a loan (the "Loan") to James M. Flanagan to be secured by a Mortgage, Security Agreement, Assignment of Leases and Rents, and UCC Financing Statement dated May 18, 1998 executed by Grand Premier Trust & Investment, N.A., formerly known as First National Bank of Northbrook, not individually but solely as Trustee under Trust Agreement dated February 15, 1989 ("Landlord") in Bank's favor (the "Mortgage") encumbering the property commonly known as legally described on Exhibit A (the "Premises"). We further understand that as a condition to making the Loan, the Bank has required this agreement and certification by the undersigned.

The undersigned *1 ("Tenant") being the Tenant under the Lease defined in Paragraph 1 below hereby certifies to you that the following statements are true, correct and complete as of the date hereof:

1. Tenant is the tenant under a lease with Landlord (or the Landlord's predecessor in title) demising to Tenant (approx. 2000 square feet in the improvements on the Premises) (the Premises) (strike one) (the "Leased Premises"). The initial term of the Lease commenced on April 1, 1997 and will expire on April 30, 2000, exclusive of unexercised renewal options and extension options contained in the Lease. A true, correct and complete copy of the Lease has been delivered to the Bank and shall be referred to herein as the "Lease." The Lease has been duly authorized and executed by Tenant and is in full force and effect. There have been no amendments, modifications or revisions to the Lease, except as reflected on the copy of the Lease previously delivered to the Bank. There are no agreements of any kind between Landlord and Tenant regarding the Leased Premises, except as provided in the Lease. Without limiting the generality of the foregoing, there are no (i)

Prepared by and to be Returned After Recording
to:

Hawthorn Bank
Commercial Loan Department
208 Oak Creek Plaza
Mundelein, Illinois 60060

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options to extend the term of the Lease, (ii) options to expand the Leased Premises or lease additional space on the Premises, (iii) rights of first refusal on other space on the Premises, (iv) rights to terminate the Lease prior to its stated expiration, or (v) options or rights of first refusal to purchase the Leased Premises, or any part thereof, except as specifically stated in the Lease.

2. Tenant has accepted and is in sole possession of the Leased Premises and is presently occupying the Leased Premises. The Lease has not been assigned, by operation of law or otherwise, by Tenant, and Tenant has not entered into any sublease, concession agreement or license covering the Leased Premises or any portion of the Leased Premises.

3. Tenant began paying rent on May 1, 1997. Pursuant to the Lease, Tenant is obligated to pay fixed or base rent under the Lease in the annual amount of \$24,960.00 Dollars (\$ 24,960.00), payable in monthly installments of \$2,080.00 Dollars (\$2,080.00). No rent under the Lease has been paid more than one (1) month in advance, and no other sums have been deposited with Landlord other than Four Thousand Dollars (\$4,000.00) deposited as security under the Lease. Tenant shall pay all rental payments under the Lease as provided in the Lease until Tenant has been otherwise notified by the Bank or the Bank's successors and assigns.

4. No assignment, sublet, cancellation, modification, assignment, renewal, extension or amendment of the Lease or prepayment of more than one month's rent under the Lease shall be made without the Bank's written consent and approval. 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 use or condition of the Leased Premises.

5. All conditions and obligations of Landlord relating to completion of tenant improvements and preparing the Leased Premises for occupancy by Tenant have been satisfied or performed, and all other conditions and obligations under the Lease to be satisfied and performed by Landlord as of the date hereof have been satisfied and performed. No defense to, nor right of offset against enforcement of the Lease by Landlord exists. Neither Landlord nor Tenant is in default under the Lease and no event has occurred which, with the giving of notice or the passage of time, or both, could result in a default.

6. Tenant will deliver to the Bank a copy of all notices Tenant serves on or receives from the Landlord.

7. Tenant will not look to the Bank or the Bank's successors or assigns for the return of the security deposit, if any, under the Lease.

8. Tenant will not seek to terminate the Lease by reason of any act or omission of the Landlord until Tenant delivers written notice of such act or omission to the Bank and until the Bank shall have the opportunity, but not the obligation, to cure the default within thirty (30) days from the date of the Bank's receipt of the notice. In the event the Bank has begun action to cure the default, but have not completed the cure during that thirty (30) day period, Tenant hereby agrees to grant the Bank a reasonable extension of time to do so, provided there is no unreasonable interruption of Tenant's business operations. If the default is such that cannot practically be cured by the Bank without taking possession of the Premises, Tenant agrees any right Tenant may have to terminate the Lease shall be suspended so long as the Bank is diligently proceeding to acquire possession of the Premises, by foreclosure or otherwise in order to cure any such default. Such period of time shall be extended by any period within which the Bank is prevented from commencing or pursuing foreclosure proceedings by reason of the bankruptcy of the Landlord.

9. The Lease is and shall be subject and subordinate in all respects to the Mortgage and any renewal, modification, substitution, amendment, replacement or extension of the Mortgage and to any subsequent mortgage with which the Mortgage may be consolidated, with the same force and effect as if the Mortgage (or any such subsequent mortgage with which the Mortgage is so consolidated) had been executed, delivered and recorded prior to the execution, delivery and recordation of the Lease. The terms "Landlord" and "Tenant", as used herein, shall be deemed to mean "Lessor" and "Lessee," respectively, if such terms are used in the Lease.

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The agreements and certifications contained herein are made with the knowledge and intent that the Bank will rely on such agreements and certifications in making the Loan and disbursing the loan proceeds and the Bank and the Bank's successors and assigns may rely upon such agreements and certifications for such purpose.

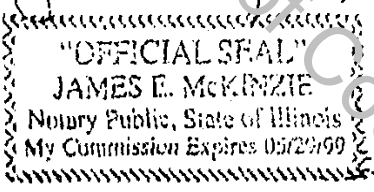
TENANT: *1 Happily Ever After

By: *Carol Keger*
Its: *President*

STATE OF ILLINOIS)
) SS.
COUNTY OF)

Subscribed and sworn to before me by the
said *Carol Keger* this
12th day of June, 1998

Notary Public *James E. McKinzie*



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EXHIBIT A
Legal Description

LOT 5 (EXCEPT THAT PART THEREOF LYING NORTH OF A LINE BEGINNING ON THE WEST LINE OF SAID LOT, 5 5/8 INCHES SOUTH OF THAT NORTH LINE OF SAID LOT, AND RUNNING THENCE EASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 3 3/8 INCHES SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT, ALSO EXCEPTING THEREFROM THE NORTHERLY 4 FEET OF THE EASTERLY 87 FEET OF SAID LOT) IN BLOCK 11 IN WHITE'S ADDITION TO EVANSTON, IN THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 827-29 Chicago Avenue, Evanston, Illinois

Permanent Index No. 11-19-401-022

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