

UNOFFICIAL COPY

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO

Alan H. Garfield
GARFIELD & MEREL, LTD.
211 West Wacker Drive
Chicago, IL 60606

98091668

Page 1 of 9
5/12/2008 07:00:19 1998-00-04 10:00:35
Cook County Recorder 37.50

COMMON ADDRESS:
511 Glenn Avenue
Wheeling, Illinois

TAX IDENTIFICATION NO.
03-11-303-026
03-11-410-001
03-11-410-002
03-11-410-013
03-11-410-014

TENANT ESTOPPEL, SUBORDINATION
AND ATTORNMENT CERTIFICATE
511 GLENN, WHEELING, ILLINOIS

Definitions:

Tenant: Hawk Electronics, Inc.
(an Illinois corporation)

Landlord: COLE TAYLOR BANK, not personally, but as
Trustee, under Trust Agreement dated
January 1, 1998 and known as Trust
No. 98-7815, as Assignee of First Midwest
Trust Company, N.A., not personally, but as
Trustee u/t/a dated 11/25/96 a/k/a Trust
No. 6129

Lender: First Midwest Bank, National Association
725 Waukegan Road, Deerfield, IL 60015

98091668 Page 2 of 9

Premises: 511 Glenn Avenue, Wheeling, IL, per legal description as set forth in attached Exhibit A

Lease Date: December 18, 1996

Base Monthly Rental: \$15,510.00

Rental Adjustments: Greater of 4% of CPI after 5 years

Security Deposit: None

Tenant's Share of Expenses: 100% (including taxes, insurance, maintenance and repairs)

Original Lease Term: 10 years 13 days (until Dec. 31, 2006)

Current Rent Date: _____

Commencement Date: January 1, 1997

Expiration Date: December 31, 2006

Option Period: January 1, 2007 to December 31, 2011

January 1, 2012 to December 31, 2016

Tenant's Address for Notices: Hawk Electronics, Inc.

511 Glenn Avenue

Wheeling, Illinois

ATTN: Charles Poncher, President

Estoppel Execution Date: January 29, 1998

This TENANT ESTOPPEL, SUBORDINATION AND ATTORNMENT CERTIFICATE is executed as of the Estoppel Execution Date by Tenant, who is currently the tenant under that certain written lease agreement (the "Lease") dated as of the Lease Date by and between Landlord and Tenant for the lease of the Premises.

Tenant represents, warrants, certifies and states each of the following:

1. A copy of the Lease that is presently in full force and effect is attached to this Tenant Estoppel, Subordination and Attornment Certificate and Tenant has accepted and taken possession of the Premises, which have been completed and furnished in accordance with the terms of the Lease. There are no addendums or amendments to the Lease.

2. Landlord is not in any respect in default in the performance by Landlord of its obligations under the Lease and no conditions exist which, with the passage of time, would render the Lease in default.

3. There are no agreements in effect between Landlord and Tenant which in any way change or modify the terms or provisions of the Lease and Tenant agrees to not alter, modify or change the Lease, without the prior written consent of Lender.

4. Tenant is not in any respect in default or breach of the Lease, Tenant has paid the Base Monthly Rental and all other monetary obligations under the Lease through the Current Rent Date and Tenant has not assigned, sublet, transferred or hypothecated its interest under the Lease.

5. Tenant has no setoffs or counterclaims against Landlord and no prepayments of rent have been made and except as set forth above, no security deposits have been delivered to Landlord. Further, Tenant agrees not to set off against any rent or other tenant obligations under the Lease any loans made by Tenant to Landlord.

6. The Lease and the rights of the Tenant thereunder are hereby subordinated to the Lender's Mortgage, and the Lien thereof, which will secure the above mortgage loan, and to all advances heretofore made or which hereafter may be made thereon, to be made by Lender, and to any renewal, substitution, extension, modification, or replacement thereof (which mortgage, and any renewal, substitution, extension, modification or replacement thereof and covering the Premises is hereinafter collectively called the "Mortgage"), as though the Mortgage were executed prior in point of time to the execution of the Lease. All such advances may be made without notice to the Tenant.

7. Tenant agrees to attorn to and accept Lender, should Lender succeed to the interest of the Landlord in any manner, or to any purchaser at any foreclosure sale, as Landlord for the balance

then remaining of the term of the Lease subject to all of the terms and conditions of the Lease; provided, however, that any rights the Tenant may have then accrued against the original landlord shall not be enforceable against the Lender or any purchaser at a foreclosure sale or deed in lieu of foreclosure.

8. In the event that Lender shall succeed to the interest of Landlord under the Lease, Lender, its successors and assigns, or any purchaser at a foreclosure sale, shall not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) subject to any claims, offsets or defenses which Tenant may have then accrued against Landlord or any prior landlord; or
- (c) bound by any amendment or modification of the Lease made without its consent; or
- (d) bound by any rent or additional rent which Tenant might have paid in advance for a period in excess of one (1) month or payment of any rent other than in strict accordance with the terms of the Lease; or
- (e) liable for any deposit that tenant may have given to Landlord or any prior landlord and not transferred to Lender; or
- (f) bound to complete tenant finish and other construction work or incur any other costs relating to the Leased Premises not reflected in the Lease.

9. In consideration of the foregoing agreements of Tenant, Lender agrees, on behalf of itself and any purchaser at any foreclosure sale, that it will not disturb the possession of Tenant under the Lease upon any foreclosure of the Mortgage, or should it succeed to the interest of Landlord in any other manner, and that it will accept the attornment of Tenant thereafter as if no breach, default or event of default shall have occurred under the Lease and shall be continuing.

10. Tenant is solely responsible for all costs, expenses and charges of every nature relating to the Premises, including but not limited to, all taxes (real, personal and special), public liability and property damage insurance, all operating expenses and maintenance and repair of the improvements, and common areas and parking areas related to the Premises and utilities and repair for the Premises and all improvements located thereon.

11. That the Tenant has procured and is presently maintaining all insurance as required pursuant to the Lease. Attached are true and correct copies of all insurance policies and certificates presently in effect on the Premises.

Doc. # 98091668 Page 4 of 9

12. Tenant acknowledges and agrees that pursuant to the loan documents between Landlord and Lender, Lender has the right to apply insurance proceeds to the payment of Landlord's indebtedness and that to the extent of any inconsistency or conflict between the provisions of the Lender's loan documents and the Lease respecting the use and/or application of insurance proceeds, the terms and conditions of Lender's loan documents shall control and govern.

13. Tenant acknowledges and agrees that to the extent any of the terms or conditions of Lender's loan documents are inconsistent with or in conflict with any term or condition of the Lease, the terms and conditions of Lender's loan documents will prevail and govern.

14. Tenant acknowledges and agrees that the leasehold interest of First Midwest Trust Company, as Trust No. 6129, has been assigned to Cole Taylor Bank, not personally, but as Trustee, under Trust Agreement dated January 1, 1998 and known as Trust No. 98-7815 and that Tenant recognizes said Trust as the Landlord under the Lease.

Tenant makes this statement for the benefit and protection of Lender.

IN WITNESS WHEREOF, Tenant has executed this Tenant Estoppel, Subordination and Attornment Certificate as of the Estoppel Execution Date.

TENANT:

HAWK ELECTRONICS, INC.

By: Charles W. [Signature]
Its: President

LENDER:

FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: _____
Its: _____

UNOFFICIAL COPY

12. Tenant acknowledges and agrees that pursuant to the loan documents between Landlord and Lender, Lender has the right to apply insurance proceeds to the payment of Landlord's indebtedness and that to the extent of any inconsistency or conflict between the provisions of the Lender's loan documents and the Lease respecting the use and/or application of insurance proceeds, the terms and conditions of Lender's loan documents shall control and govern.

13. Tenant acknowledges and agrees that to the extent any of the terms or conditions of Lender's loan documents are inconsistent with or in conflict with any term or condition of the Lease, the terms and conditions of Lender's loan documents will prevail and govern.

14. Tenant acknowledges and agrees that the leasehold interest of First Midwest Trust Company, as Trust No. 6129, has been assigned to Cole Taylor Bank, not personally, but as Trustee, under Trust Agreement dated January 1, 1998 and known as Trust No. 98-7815 and that Tenant recognizes said Trust as the Landlord under the Lease.

Tenant makes this statement for the benefit and protection of Lender.

IN WITNESS WHEREOF, Tenant has executed this Tenant Estoppel, Subordination and Attornment Certificate as of the Estoppel Execution Date.

TENANT:

HAWK ELECTRONICS, INC.

By: _____

Its: President

LENDER:

FIRST MIDWEST BANK NATIONAL
ASSOCIATION

By: Stewart D. Boyd

Its: Vice President

Doc. # 98091668 Page 6 of 9

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that CHARLES D PARDON, as President of Hawk Electronics, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of Jan, 1998.

Gerald M. Neuman
Notary Public
"OFFICIAL SEAL"
GERALD M. NEUMAN
Notary Public, State of Illinois
My Commission Expires 12/31/2000

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Gerald M. Neuman, as President of First Midwest Bank, National Association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1998.

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, as President of Hawk Electronics, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 1998

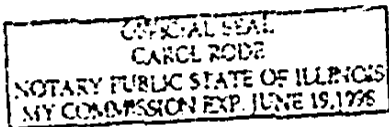
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF ~~COOK~~ LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that STEVEN B. RAYBARD, as V.P. of First Midwest Bank, National Association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of Jan., 1998.

[Signature]
Notary Public



Doc. # 98091668 Page 8 of 9

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2, AND 3 IN BLOCK 5 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.

PARCEL 2:

LOTS 39 AND 40 IN PALWAUKEE BUSINESS CENTER UNIT TWO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 67 AND 68 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED SEPTEMBER 11, 1986 AS DOCUMENT NUMBER 86408080, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 511 Glenn Avenue, Wheeling, Illinois

TAX IDENTIFICATION NOS. 03-11-303-026, 03-11-410-001,
03-11-410-002, 03-11-410-013,
03-11-410-014