

# UNOFFICIAL COPY

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Cook County Recorder 49.00

**FEE RECOGNITION  
AGREEMENT**



99105643

This document prepared by:

When recorded mail to:

Jonathan L. Mills  
Sugar, Friedberg & Felsenthal  
30 North LaSalle Street  
Suite 2600  
Chicago, Illinois 60602

Jonathan L. Mills  
Sugar, Friedberg & Felsenthal  
30 North LaSalle Street  
Suite 2600  
Chicago, Illinois 60602

Property address: 505 North Northwest Avenue, Northlake,  
Illinois

Permanent index numbers: 12-31-100-005  
12-31-301-021  
12-31-301-033

**THIS AGREEMENT is dated NOVEMBER 1, 1998 and is by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as trustee under a trust agreement dated August 15, 1994 and known as Trust No. 118749-05 ("Owner"), MIDWEST WAREHOUSE & DISTRIBUTION SYSTEM, INC., an Illinois corporation ("Sublessor"), and WYNN OUTDOOR, INC., an Illinois corporation ("Sublessee").**

Owner is the owner of the land and improvements legally described on Exhibit A attached hereto and commonly known as 505 NORTH NORTHWEST AVENUE, NORTHLAKE, ILLINOIS ("the Property").

Owner, as lessor, and Sublessor, as lessee, are parties to that certain Warehouse/Industrial Building Lease dated September 27, 1994 ("the Lease") pursuant to which Owner leases to Sublessor, and Sublessor leases from Owner, the Property.

Sublessor, as sublessor, and Sublessee, as sublessee, are parties to a Sign Sublease dated November 1, 1998 ("the Sublease") pursuant to which Sublessor subleases or has agreed to sublease to Sublessee, and Sublessee subleases or has agreed to sublease from Sublessor and occupy, a portion of the Property as therein described ("the Sign and Premises").

**BOX 333-CTI**

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In consideration of Sublessee's desire to protect its interest in the Sign and Premises and the Sublease and for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Owner's Consent to Sublease.** Owner hereby acknowledges receipt of a copy of, and consents to and approves, the Sublease and the terms and provisions thereof, and agrees that the exercise by Sublessee of any of the rights, remedies, and options contained therein shall not constitute a default under the Lease.

2. **Status of the Lease.** Owner covenants and represents that as of the date hereof the Lease is in full force and effect and, to the best of Owner's knowledge, Sublessor is not in default under any of the terms and conditions thereof.

3. **Owner's Covenants with Sublessee.** Owner covenants and agrees with Sublessee as follows:

A. Owner shall not, in the exercise of any of the rights arising or which may arise out of the Lease or of any instrument modifying or amending the same or entered into in substitution or replacement thereof, disturb or deprive Sublessee in, or of, its possession or its rights to possession of the Sign and Premises or of any right or privilege granted to or inuring to the benefit of Sublessee under the Sublease, provided the Sublease is then in full force and effect and Sublessee is not in default under the terms thereof. Without limiting the generality of the foregoing, Owner covenants and agrees that, any provision of the Lease or right reserved to Owner thereunder notwithstanding, during the term of the Sublease Owner will not erect any Additional Signage (as defined in the Sublease) on the Property if such erection would constitute a violation by Sublessor of Sublessor's duties and obligations under Paragraph 29 of the Sublease.

B. Subject to the terms and conditions hereof, in the event of the cancellation or termination of the Lease by reentry, notice, conditional limitation, surrender, summary proceeding, or other action or proceeding, or otherwise, or if the Lease shall terminate or expire for any reason before any of the dates provided in the Sublease for the termination of the initial or renewal terms of the Sublease, and if the Sublease shall, immediately prior to such surrender, termination, or expiration, be in full force and effect, then Sublessee shall not be made a party in any removal or eviction action or proceeding nor shall Sublessee be evicted or removed of its possession of the Sign and Premises nor its right of possession be disturbed or in any way interfered with, and the Sublease shall continue in full force and effect as a direct lease from Owner to Sublessee.

C. Paragraphs 3.A and 3.B hereof to the contrary notwithstanding, Owner shall have no duty of payment or performance of or with respect to any duty, liability, or obligation of payment or performance to or for the benefit of Sublessee to the extent that Sublessor failed to pay or perform prior to the termination of the Lease; and if the Sublease imposes on Sublessor a duty of payment or performance to or for the benefit of Sublessee, and if, as a consequence of Owner becoming the direct landlord of Sublessee under the Sublease under the circumstances described herein, Owner becomes required to make a payment or perform an act to or for the benefit of Sublessee, and if Owner elects not to make such payment or performance, then, the provisions of the Sublease to the contrary notwithstanding, Sublessee's sole and exclusive recourse and remedy shall be such rights of termination (if any) as are set forth in the Sublease.

D. Owner, as mortgagor, granted to AID ASSOCIATION FOR LUTHERANS ("AAL"), as mortgagee, a mortgage of the Property pursuant to that certain Real Estate Mortgage, Security Agreement and Financing Statement dated September 27, 1994 and recorded by the Cook County Recorder of Deeds as Document No. 94-538865 ("the Mortgage"). Upon receipt of a fully executed copy of this Agreement from Sublessee, Owner will cause to be delivered to AAL, by certified mail, return receipt requested, a notice in form as attached hereto as Exhibit B.

4. Covenants of Owner and Sublessee. Owner and Sublessee covenant and agree as follows:

A. If the Sublease becomes a direct lease between Owner and Sublessee and Owner becomes Sublessee's landlord thereunder under the circumstances described in this Agreement, Sublessee agrees that the Sublease shall not terminate and that upon receipt of written notice from Owner advising Sublessee that the Sublease is a direct lease between Owner and Sublessee, Sublessee shall be the tenant of Owner and the Sublease shall continue upon the same terms and conditions (except as otherwise provided in this Agreement) for the full period of the then remaining term thereof, except that Owner shall be deemed to be Sublessee's landlord under the Sublease, and (except as otherwise provided in this Agreement) Owner shall thereupon and thereafter perform all of the obligations of Sublessor in the Sublease and agree to be bound thereby and (except as otherwise provided in this Agreement) Sublessee shall, from and after such event, have the same remedies against Owner for the breach of any covenant contained in the Sublease that Sublessee might have had under the Sublease against Sublessor if Owner had not succeeded to the interest of Sublessor thereunder. Sublessee's covenants, agreements, duties, and obligations under the Sublease shall not be diminished or affected by the termination of the Lease, and Sublessee shall be required to pay and perform all covenants,

agreements, duties, and obligations required of Sublessee in the Sublease for the benefit of Owner to the same extent as if the Lease continued to be in full force and effect during the entire term of the Sublease.

B. This Sublease shall be subordinate to any Mortgage or Ground Lease (as defined in the Sublease) and to all terms and provisions thereof and to all advances made or to be made thereunder. The provisions of this Paragraph 4.B are intended to be self-effectuating, but Sublessee agrees to execute and deliver to Owner, upon request, a recordable instrument subordinating the Sublease to such Mortgage or Ground Lease.

C. Owner shall not, in any way or to any extent, be liable to Sublessee for any past act or default on the part of Sublessor under the Sublease, and Sublessee shall have no right to assert the same or any damages arising therefrom as an offset or defense against Owner.

5. Sublessor's Covenant with Sublessee. Sublessor acknowledges that upon receipt from Owner of written notice that the Sublease is a direct lease between Owner and Sublessee, Sublessee will commence to pay rent to Owner and otherwise to perform for the benefit of Owner the covenants and agreements of Sublessee under the Sublease, and Sublessor waives all claims against Sublessee for such payment or performance to or for the benefit of Owner.

6. Sublessor's and Sublessee's Covenants with Owner. Sublessor and Sublessee covenant and agree as follows:

A. Sublessor will deliver to Owner a copy of each notice given by Sublessor to Sublessee.

B. Sublessee will deliver to Owner a copy of each notice given by Sublessee to Sublessor.

C. Sublessor and Sublessee shall not amend or modify the Sublease without Owner's prior written consent which shall not be unreasonably withheld.

7. Notices. Any notice required or desired to be given hereunder shall be delivered personally, or by United States mail (postage prepaid, registered or certified, with return receipt requested), or by courier service. Notices to Owner shall be addressed to:

Northlake Building, L.L.C.  
c/o Karell Capital Ventures, Inc.  
2 North LaSalle Street  
Suite 1901  
Chicago, Illinois 60602  
Attn: Harvey Angell

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with a copy to:

Northlake Building, L.L.C.  
c/o Karell Capital Ventures, Inc.  
2 North LaSalle Street  
Suite 1901  
Chicago, Illinois 60602  
Attn: Craig Bernfield

Notices to Sublessor shall be addressed to:

Midwest Warehouse & Distribution System, Inc.  
Attn: Edward Borkowski or John Borkowski  
5967 West 65th Street  
Bedford Park, Illinois 60638

with a copy to Sublessor's attorney:

Jonathan L. Mills  
Sugar Friedberg & Felsenthal  
30 North LaSalle Street  
Suite 2600  
Chicago, Illinois 60602

Notices to Sublessee shall be addressed to:

Wynn Outdoor, Inc.  
Attn: Theodore A. Wynn  
718 Naperville Road  
Wheaton, Illinois 60187

with a copy to Sublessee's attorney:

Jeffrey P. Gray  
Wildman Harrold Allen & Dixon  
225 West Wacker Drive  
Suite 3000  
Chicago, Illinois 60606

A notice delivered by United States mail is given on the date placed in the United States mail for delivery.

8. Trustee Exculpation. This Agreement is executed by American National Bank and Trust Company of Chicago not personally but solely as trustee under a trust agreement dated August 15, 1994 and known as Trust No. 118749-06. All of the covenants and conditions to be performed hereunder by American National Bank and Trust Company of Chicago are to be performed by it solely as trustee as aforesaid and not individually and no personal responsibility or liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the covenants, statements, representations, or warranties contained in this Agreement.

9. Interpretation; Partial Invalidity; Binding on Successors and Assigns. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. The use of singular or plural, masculine, feminine, or neuter nouns and pronouns is for convenience only and shall be liberally construed. The invalidity or unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions hereof. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their representatives, heirs, legatees, successors, and assigns, including, without limitation, any purchaser of the Property through a foreclosure sale or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the date and year first above written.

OWNER:

American National Bank and Trust Company of Chicago, not individually but solely as trustee under a trust agreement dated August 15, 1994 and known as Trust No. 118749-06

By: \_\_\_\_\_

By: \_\_\_\_\_

SUBLESSOR:

Midwest Warehouse & Distribution System, Inc.

By: Edward Borkowski  
Edward Borkowski, President

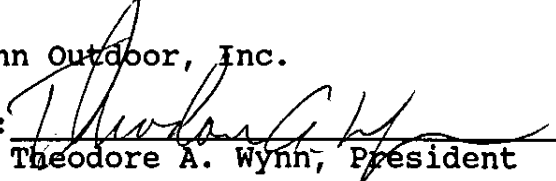
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SUBLESSEE:

Wynn Outdoor, Inc.

By:

  
Theodore A. Wynn, President

Property of Cook County Clerk's Office



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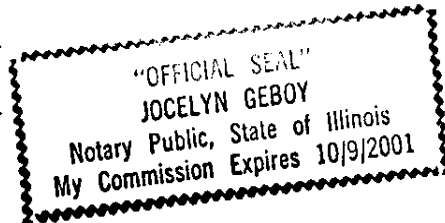
STATE OF ILLINOIS)  
  ) SS  
COUNTY OF COOK        )

## ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Breton Caspryk and \_\_\_\_\_, the VP President and \_\_\_\_\_ Secretary, respectively, of American National Bank and Trust Company of Chicago, a \_\_\_\_\_, 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, as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 30 day of November, 1998.

Joelyn Geboy  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_





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99105643

STATE OF ILLINOIS)
) SS
COUNTY OF COOK )

### ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Edward Borkowski, the President of Midwest Warehouse & Distribution System, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such President, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of November, 1998.

C. M. Hendzel
Notary Public
My commission expires: 12/10/01



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99105643

STATE OF ILLINOIS)  
 ) SS  
 COUNTY OF COOK )

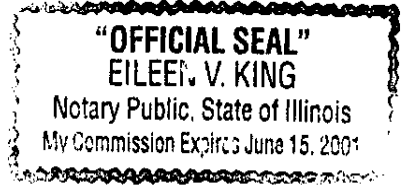
## ACKNOWLEDGMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Theodore A. Wynn, the President of Wynn Outdoor, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such President, he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 5 day of  
 November, 1998.

Eileen V. King  
 Notary Public

My commission expires: June 15, 2001



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**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**99105643**

Parcel 1:

All that certain tract of land situated in the West  $\frac{1}{2}$  of fractional Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, being more fully described as follows:

Commencing at the Southwest corner of Section 30; thence North 0 degrees 00 minutes 00 seconds East along the West line of Section 30 said line also being the division line between DuPage County and Cook County, a distance of 1051.81 feet to a point on the Southerly right of way line of that certain easement conveyed by the Chicago and Northwestern Railway Company to the Commonwealth Edison Company by easement deed dated January 16, 1957 and recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois as document 16827903 on February 18, 1957 in book 52875 on pages 192-195; thence North 70 degrees 11 minutes 30 seconds East along said Southerly right of way of said easement, a distance of 338.80 feet to a point; thence South 0 degrees 00 minutes 00 seconds West along a line parallel with and 60 feet East of (measured at right angles) the East right of way line of the Northern Illinois Toll Highway a distance of 1147.84 feet to a point; thence continuing along the last mentioned course South 0 degrees 00 minutes 00 seconds West, a distance of 2500.00 feet to a point being the Southwest corner of a certain parcel of land conveyed to The Kroger Company by the Chicago and Northwestern Railway Company by deed dated on February 26, 1960 for a place of beginning; thence South 90 degrees 00 minutes 00 seconds East along the South line of said parcel conveyed to The Kroger Company, a distance of 911.99 feet to a point 94.0 feet West of the Southeast corner thereof; thence South 0 degrees 00 minutes 00 seconds West along a line drawn perpendicular to said South line, a distance of 40.0 feet to a point; thence South 15 degrees 00 minutes 00 seconds East, a distance of 346.50 feet to a point 150.0 feet Westerly of (as measured perpendicular to) the center line of yard track number 834 as now existing of the Chicago and Northwestern Railway's Proviso yard; thence South 4 degrees 16 minutes 49 seconds West along a line parallel with and 150.0 feet Westerly of (as measured perpendicular to) said center line of yard number 834, a distance of 434.57 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 957.88 feet to a

point on the Easterly right of way line of access road "C" said point also being 60.0 feet Easterly of (measured perpendicular to) the Easterly right of way line of the Northern Illinois Toll Highway; thence Northerly along said Easterly right of way line of access road "C" also being a line 60.0 feet Easterly of (as measured perpendicular to) the Easterly right of way line of the Northern Illinois Toll Highway being a curve convex Westerly and having a radius of 7597.44 feet, a distance of 415.42 feet to a point of tangency; thence north 0 degrees 00 minutes 00 seconds East along said Easterly right of way line of access road "C", a distance of 392.84 feet to a place of beginning, in Cook County, Illinois.

Parcel 2:

The North 12 feet (as measured at right angles to the North line) of the Northerly 330 feet of the following described tract of land in the Southwest  $\frac{1}{4}$  of fractional Section 31, Township 40 North, Range 12 East of the Third Principal Meridian described as follows:

Commencing at the Southwest corner of the Southwest  $\frac{1}{4}$  of said fractional Section 31; thence North 00 degrees 00 minutes 00 seconds East along the West line of the Southwest  $\frac{1}{4}$  of said fractional Section 31, a distance of 99.65 feet to a point on the North right of way line of State Bond Issue Route 64 (commonly known as North Avenue) thence North 88 degrees 20 minutes 15 seconds East along said North right of way line of State Bond Issue Route 64, a distance of 555.85 feet to the Southwest corner of a certain parcel of land conveyed to Burny Brothers, Inc., by the Chicago and Northwestern Railway Company by deed dated April 1, 1960; thence Northerly along the Westerly line of said Burny Brothers, Inc., property said line also being the Easterly line of access road "C" the following 5 courses and distances: North 00 degrees 03 minutes 45 seconds East, a distance of 43.52 feet to a point of curvature; thence Northwesterly along a curve convex Northeasterly and having a radius of 192.0 feet, a distance of 143.73 feet to a point of tangency; thence North 42 degrees 49 minutes 45 seconds West, a distance of 115.47 feet to a point of curvature; thence Northwesterly along a curve convex Southwesterly and having a radius of 188.0 feet, a distance of 138.66 feet to a point of tangency; thence North 00 degrees 34 minutes 15 seconds West, a distance of 206.35 feet to the Northwest corner of said Burny Brothers, Inc. property for a place of beginning; thence Northerly along the Easterly line of access road "C" the

following 4 courses and distances: thence North 00 degrees 34 minutes 15 seconds West, a distance of 563.37 feet to a point of curvature; thence Northerly along a curve convex Easterly and having a radius of 7542.0 feet, a distance of 485.94 feet to a point of tangency; thence North 4 degrees 15 minutes 45 seconds West, a distance of 94.32 feet to a point of curvature; thence Northerly along a curve convex Westerly and having a radius of 7597.44 feet, a distance of 149.79 feet to the Southwest corner of a parcel of land conveyed to Radio Steel Manufacturing Company by the Chicago and Northwestern Railway Company by a deed dated January 24, 1962; thence North 90 degrees 00 minutes 00 seconds East along the South line of said Radio Steel Manufacturing Company property, a distance of 957.88 feet to the Southeast corner of said Radio Steel Manufacturing Company property said corner also being a point 150.0 feet Westerly of (as measured perpendicular to) the center line of yard track number 834 as now existing of the Chicago and Northwestern Railway Company's Proviso yard; thence South 4 degrees 16 minutes 45 seconds West along a line parallel with and 150.0 feet Westerly of (as measured perpendicular to) said center line of yard track number 834, a distance of 1272.05 feet to a point on the North line of said Burny Brothers, Inc. property; thence South 88 degrees 20 minutes 15 seconds West along the North line of said Burny Brothers, Inc. property, a distance of 820.52 feet to the place of beginning, in Cook County, Illinois.

Property Address:

505 North Northwest Avenue  
Northlake, Illinois 60164

Permanent index numbers: 12-31-100-005  
12-31-301-021  
12-31-301-033

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**EXHIBIT B**  
**NOTICE**

**99105643**

November \_\_\_\_\_, 1998

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Aid Association for Lutherans  
4321 North Ballard Road  
Appleton, Wisconsin 54919  
Attn: Investment Department

Foley & Lardner  
One IBM Plaza  
330 North Wabash  
Suite 3300  
Chicago, Illinois 60611  
Attn: Wesley N. Becker

Re: 505 North Northwest Avenue, Northlake, Illinois

Gentlemen:

This notice is given pursuant to Paragraph 5.3 of that certain Real Estate Mortgage, Security Agreement and Financing Statement dated September 27, 1994 and recorded by the Cook County Recorder of Deeds as Document No. 94-538865 ("the Mortgage") executed by the undersigned, American National Bank and Trust Company of Chicago, not individually but solely as trustee under a trust agreement dated August 15, 1994 and known as Trust No. 118749-06 ("Mortgagor"), as mortgagor, for the benefit of Aid Association for Lutherans ("Mortgagee"), as mortgagee.

Effective immediately, copies of notices given by Mortgagee to Mortgagor pursuant to the Mortgage shall be addressed to the following additional addressees:

Wynn Outdoor, Inc.  
Attn: Theodore A. Wynn  
718 Naperville Road  
Wheaton, Illinois 60187

and to:

Jeffrey P. Gray  
Wildman Harrold Allen & Dixon  
225 West Wacker Drive  
Suite 3000  
Chicago, Illinois 60606

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The foregoing are in addition to and not in substitution for or limitation of the addressees named in the Mortgage.

This instrument is executed by American National Bank and Trust Company of Chicago not personally but solely as trustee under a trust agreement dated August 15, 1994 and known as Trust No. 118749-06. All of the covenants and conditions to be performed hereunder by American National Bank and Trust Company of Chicago are to be performed by it solely as trustee as aforesaid and not individually and no personal responsibility or liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the covenants, statements, representations, or warranties contained in this instrument.

Very Truly Yours,

American National Bank and Trust Company of Chicago, not individually but solely as trustee under a trust agreement dated August 15, 1994 and known as Trust No. 118749-06

By: \_\_\_\_\_

By: \_\_\_\_\_