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Cook County Recorder 37.50



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Property of Cook County Clerk's Office

**CONSENT OF LESSOR**

Lessor: Spectrum Roosevelt Limited Partnership  
Borrower: AMD Industries, Inc.  
Lender: Bank One, Wisconsin f/k/a Bank One, Milwaukee, National Association  
Property Address: 4800 West Roosevelt Road, Chicago Illinois 60644  
Parcel ID Numbers: 16-16-310-010-0000

This instrument was drafted by and, after recording, should be returned to:

Kim Marie Wynn  
Whyte Hirschboeck Dudek S.C.  
Suite 2100  
111 East Wisconsin Avenue  
Milwaukee WI 53202

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CONSENT OF LESSOR

THIS CONSENT OF LESSOR, dated January 20, 1999, is between Spectrum Roosevelt Limited Partnership ("Lessor") and Bank One, Wisconsin ("Lender").

RECITALS

WHEREAS, Lessor is the lessor of the property located at 4800 West Roosevelt Road, Chicago, Illinois, which is more fully described on Exhibit A hereto (the "Premises"); and

WHEREAS, AMD Industries, Inc. ("Borrower") has requested that Lender extend credit (the "Loans") to it; and

WHEREAS, Lender is willing to grant the Loans but only if Lessor executes this Consent of Lessor; and

WHEREAS, in connection with the Loans, Lender has acquired or is about to acquire a security interest in the property ("Collateral") described on Exhibit B hereto; and

WHEREAS, some or all of the Collateral is or may hereafter be located at the Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor agrees as follows:

- Warranties. Lessor warrants and represents that to Lessor's knowledge Borrower has complied with all of the covenants and conditions contained in the lease of the Premises and that to Lessor's knowledge Borrower is not in default under such documents. There are no mortgages or other liens on the Premises except \_\_\_\_\_.
- Notice. Lessor will promptly provide Lender with a copy of any notice of default sent to Borrower and notice of any eviction action or other action filed against Borrower by Lessor.
- Access to the Premises; Occupancy. If Lessor obtains possession of the Premises, Lender and/or Borrower shall be entitled to quiet enjoyment of the Premises and the Collateral for up to six months thereafter, provided that Borrower or Lender pays an occupancy charge equal to the base rental which would have been paid by Borrower under its lease of the Premises for such period plus an amount for utilities, real estate taxes and insurance, if such amounts are required to be paid under the lease in addition to base rent.

THIS SPACE RESERVED FOR RECORDING DATA

This Instrument was drafted by and should be returned to:  
Kim Marie Wynn  
Whyte Hirschboeck Dudek S.C.  
111 E. Wisconsin Ave., Suite 2100  
Milwaukee, WI 53202

Parcel I.D. No: 16-16-310-010-0000

\* within the term of the lease

Handwritten signature and initials, including "MWS" and a circled signature.

4. Claims against the Collateral. Lessor will not (i) assert any claim or interest in the Collateral, (ii) seek to levy execution upon the Collateral, or (iii) claim that the Collateral or any part thereof is a fixture.

5. Judgment. Notwithstanding any provision to the contrary contained herein, Lessor shall be entitled to obtain a judgment granting Lessor possession of the Premises, provided that such judgment shall be stayed for the six month occupancy period provided in Paragraph 3 hereof.

6. Notice. Any notice required or permitted to be given hereunder shall be addressed as follows:

If to Lender:

BANK ONE, WISCONSIN  
111 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Attn: Monica A. Stariha

If to Lessor:

Spectrum Roosevelt Limited Partnership  
50000 West Roosevelt Road  
Chicago, Illinois 60644  
Attn: STEPHEN E. BRORON

If to Borrower:

AMD Industries, Inc.  
4620 West 19th Street  
Cicero Chicago, Illinois 60650 60804-2597  
Attn: David E. Allen, President

*mas*  


7. Binding Effect. This Agreement is binding upon Borrower, Lessor and Lender, and their respective successors and assigns and inures to the benefit of Lessor and Lender, and their respective successors and assigns.

8. Governing Law. The validity, construction and enforcement of this Agreement shall be determined and governed by the internal laws of Wisconsin.

Dated as of this 20<sup>th</sup> day of Jan., 1999.

BANK ONE, WISCONSIN

By Monica A. Stariha  
Monica A. Stariha, Vice President

Spectrum Roosevelt Limited Partnership  
By Spectrum Management Company, its  
General Partner

By Stephen E. Barron  
Stephen E. Barron

Borrower consents to the foregoing Agreement.

AMD INDUSTRIES, INC.

By David E. Allen  
David E. Allen, President

STATE OF WISCONSIN     )  
  ) ss  
MILWAUKEE COUNTY     )

On this 20<sup>th</sup> day of JANUARY, 1999, before me, a notary public, in and for said County, personally appeared Monica A. Stariha, Vice President of Bank One, Wisconsin, to me known to be the person described in and who executed the within instrument and acknowledged the same to be the free act and deed of Bank One, Wisconsin.

Carol E. Duss  
Notary Public, State of Wisconsin  
My Commission: EXPIRES 4-25-99

STATE OF ILLINOIS )  
 ) ss  
COOK COUNTY )

On this 1<sup>st</sup> day of Jan, 1999 before me, a notary public, in and for said County, personally appeared Stephen E. Baron, of Spectrum Mgmt. Co. to me known to be the persons described in and who executed the within instrument and acknowledged the same to be the free act and deed of \_\_\_\_\_.



Michelle M. LuBecky ILLINOIS  
Notary Public, State of ~~Wisconsin~~  
My Commission: 10/28/2000

STATE OF ILLINOIS )  
 ) ss  
COOK COUNTY )

On this 1<sup>st</sup> day of Jan, 1999 before me, a notary public, in and for said County, personally appeared David E. Allen, President of AMD Industries, Inc., to me known to be the persons described in and who executed the within instrument and acknowledged the same to be the free act and deed of AMD Industries, Inc.

Clara Borello ILLINOIS  
Notary Public, State of Wisconsin  
My Commission: 2-8-2000  
"OFFICIAL SEAL"  
CLARA BORELLO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2-8-2000

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

OFFICIAL SEAL  
Michelle M. Tubert  
Notary Public-State of Illinois  
My Commission Expires 10/31/2018

OFFICIAL SEAL  
CLARA B. REBEL  
Notary Public-State of Illinois  
My Commission Expires 10/31/2018

EXHIBIT A

Legal Description of Land

PARCEL "A":

THAT PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SOUTH CICERO AVENUE AND WEST ROOSEVELT ROAD, SAID POINT BEING 33 FEET WEST OF THE EAST LINE AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 16 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SOUTH CICERO AVENUE AND 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 539.34 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE SOUTHERLY LINE OF A STRIP OF LAND 300 FEET IN WIDTH LYING SOUTH OF AND ADJOINING THE ABANDONED RIGHT OF WAY OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AT AN ANGLE OF 98 DEGREES 00 MINUTES 30 SECONDS WITH SAID WEST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 1295.51 TO A POINT WHICH IS 1320 FEET EASTERLY (MEASURED ALONG SAID SOUTHERLY LINE) FROM THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE WITH THE ORIGINAL EAST LINE OF SOUTH 52ND AVENUE (NOW SOUTH LARAMIE AVENUE), SAID LINE BEING 40 FEET EAST OF THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 16; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID SOUTHERLY LINE, A DISTANCE OF 75 FEET; THENCE WESTERLY PARALLEL TO SAID SOUTHERLY LINE, A DISTANCE OF 1279.13 FEET TO A POINT IN THE EAST LINE OF SOUTH LARAMIE AVENUE, AS WIDENED; SAID LINE BEING 70 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 16; THENCE SOUTH ON SAID EAST LINE OF SOUTH LARAMIE AVENUE, AS WIDENED, A DISTANCE OF 806.15 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF WEST ROOSEVELT ROAD; THENCE EAST ALONG THE NORTH LINE OF WEST ROOSEVELT ROAD AND 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 2559.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SOUTH LARAMIE AVENUE AND WEST ROOSEVELT ROAD, SAID POINT BEING 33 FEET NORTH OF THE SOUTH LINE OF SECTION 16 AND 70 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 16 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SOUTH LARAMIE AVENUE AS WIDENED, SAID LINE BEING 70 FEET EAST OF AND PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE, FOR A DISTANCE OF 806.15 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE OF SOUTH LARAMIE AVENUE WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILROAD COMPANY, SAID LINE BEING 375 FEET SOUTHERLY, AT RIGHT ANGLE MEASUREMENT, OF THE SOUTHERLY LINE OF THE RIGHT OF WAY AS LOCATED AND LAID OUT (BUT

NOW ABANDONED) OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE FORMING AN ANGLE OF 81 DEGREES 58 MINUTES 30 SECONDS WITH THE EAST LINE OF SOUTH LARAMIE AVENUE, FOR A DISTANCE OF 82.76 FEET TO A POINT; THENCE EASTERLY ON A LINE WHICH FORMS AN ANGLE OF 11 DEGREES 44 MINUTES WITH A PROLONGATION OF SAID LAST DESCRIBED LINE FOR A DISTANCE OF 84.57 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVED LINE TANGENT TO SAID LAST DESCRIBED LINE, CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 330 FEET, FOR A DISTANCE OF 404.56 FEET TO A POINT OF TANGENCY IN A LINE WHICH IS 380 FEET, EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH LARAMIE AVENUE, AS WIDENED (SAID 380 FEET BEING MEASURED ON THE NORTH LINE OF WEST ROOSEVELT ROAD); THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 458.16 FEET TO SAID NORTH LINE OF WEST ROOSEVELT ROAD; THENCE WEST ALONG SAID NORTH LINE OF WEST ROOSEVELT ROAD, A DISTANCE OF 380 FEET TO THE PLACE OF BEGINNING, AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF WEST ROOSEVELT ROAD, WHICH IS 380 FEET EAST OF THE NORTH EAST CORNER OF SOUTH LARAMIE AVENUE, AS WIDENED, SAID POINT BEING 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 16 AND 450 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 16, AND RUNNING THENCE NORTH PARALLEL WITH THE EAST LINE OF SOUTH LARAMIE AVENUE AS WIDENED, A DISTANCE OF 458.16 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A CURVED LINE TANGENT TO SAID LAST DESCRIBED LINE CONVEX TO THE NORTH EAST, AND HAVING A RADIUS OF 330 FEET, FOR A DISTANCE OF 404.56 FEET TO A POINT OF TANGENCY; THENCE WESTERLY ON A LINE WHICH IS TANGENT TO SAID LAST DESCRIBED CURVED LINE, A DISTANCE OF 84.57 FEET TO A POINT IN THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO GREAT WESTERN RAILROAD COMPANY, SAID LAST DESCRIBED LINE FORMS AN ANGLE OF 11 DEGREES 44 MINUTES WITH THE SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING 82.76 FEET EASTERLY OF THE POINT OF INTERSECTION OF SAID EAST LINE OF SOUTH LARAMIE AVENUE, AS WIDENED, WITH THE SAID SOUTHERLY RIGHT OF WAY LINE (MEASURED ALONG SAID RIGHT OF WAY LINE); THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE, SAID LINE BEING 375 FEET SOUTHERLY, AT RIGHT ANGLE MEASUREMENT OF THE SOUTHERLY LINE OF THE RIGHT OF WAY, AS LOCATED AND LAID OUT (BUT NOW ABANDONED) OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, FOR A DISTANCE OF 298.04 FEET TO A POINT; THENCE EASTERLY ON A LINE WHICH FORMS AN ANGLE OF 7 DEGREES 09 MINUTES 10 SECONDS (MEASURED SOUTHERLY FROM SAID RIGHT OF WAY LINE) A DISTANCE OF 165.10 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVED LINE TANGENT TO SAID LAST DESCRIBED LINE, CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 330 FEET FOR A DISTANCE OF 430.94 FEET TO A POINT OF TANGENCY IN A LINE WHICH IS 780 FEET EAST OF AND PARALLEL WITH THE SAID EAST LINE OF SOUTH LARAMIE AVENUE AS WIDENED, (MEASURED ON THE NORTH LINE OF WEST ROOSEVELT ROAD); THENCE SOUTH ON LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 396.88 FEET TO A POINT IN THE SAID NORTH LINE OF WEST ROOSEVELT ROAD; THENCE WEST ON SAID NORTH LINE OF WEST ROOSEVELT ROAD, A DISTANCE OF 400 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PORTION TAKEN FOR CICERO AVENUE AS CONDEMNED IN CASE NUMBER 88L50717), IN COOK COUNTY, ILLINOIS



PARCEL "B":

ALL THAT PART OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF A STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 3049095, SAID POINT BEING 853.317 FEET (AS MEASURED ALONG SAID NORTHERLY LINE) EASTERLY OF THE POINT OF INTERSECTION OF SAID NORTHERLY LINE WITH A LINE DRAWN 40.00 FEET (MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION; THENCE SOUTH 7 DEGREES 36 MINUTES 10 SECONDS WEST ALONG A LINE DRAWN PERPENDICULARLY TO SAID NORTHERLY LINE, 225.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF A STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 4133136; THENCE SOUTH 82 DEGREES 23 MINUTES 50 SECONDS EAST ALONG SAID SOUTHERLY LINE 487.837 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE AFORESAID STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 4133136; THENCE NORTH 7 DEGREES 36 MINUTES 10 SECONDS EAST ALONG SAID EASTERLY LINE 75.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE AFORESAID STRIP OF LAND DESCRIBED IN SAID DOCUMENT NUMBER 3049095; THENCE SOUTH 82 DEGREES 23 MINUTES 50 SECONDS EAST ALONG SAID SOUTHERLY LINE 1295.424 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 16); THENCE NORTH 00 DEGREES 22 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE, 151.465 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE AFORESAID STRIP OF LAND DESCRIBED IN DOCUMENT NUMBER 3049095; THENCE NORTH 82 DEGREES 23 MINUTES 50 SECONDS WEST ALONG SAID NORTHERLY LINE, 1762.241 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PORTION TAKEN FOR CICERO AVENUE AS CONDEMNED IN CASE NUMBER 88L50717), ALL IN COOK COUNTY, ILLINOIS.

Clerk's Office

EXHIBIT B

**Collateral Description**

All of the following, whether now owned or existing or hereafter created or acquired, wheresoever located, together with all additions and accessions and all proceeds and products of the following, including without limitation cash, deposit accounts, negotiable instruments and other instruments for the payment of money, chattel paper, rights to payment of money, security agreements or other documents, and all proceeds of credit or other forms of insurance coverage on any of the following, and all books and records pertaining to any of the following: all of Debtor's accounts, receivables, contract rights, instruments, drafts, documents, notes, acceptances, and chattel paper, and all rights, title or interest in any other real or personal property represented by or securing the same, and all of Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin or reclamation and any other items of real or personal property in which Debtor has granted or may in the future grant a lien or security interest to Secured Party hereunder or in any supplement hereto or otherwise; all guarantees, mortgages on real or personal property, leases or other agreements or property securing or relating to any of the foregoing or acquired for the purpose of securing and enforcing any of such items; all inventory of Debtor, all personal property of Debtor held for sale, lease or demonstration, or to be furnished under contracts for service, goods leased to others, trade-ins and repossessions, raw materials, work in process, materials and supplies used or consumed in Debtor's business, and all additions and accessions to any of the foregoing, including documents evidencing such property, and all such property which may be returned to Debtor by its customers or repossessed by Debtor; all of Debtor's general intangibles, including, without limitation all goodwill, patents, know-how, trademarks, trade names, copyrights, patent, trademark, trade name and copyright registrations and applications, trade secrets, customer lists, franchises, license agreements related to any of the foregoing (and income derived therefrom), tax refund claims and all other contract rights and choses in action; all of Debtor's machinery, equipment, motor vehicles of any nature and description, furniture and fixtures and all assets which are classified by Debtor as fixed assets for accounting purposes or which should be classified as fixed assets in accordance with generally accepted accounting principles; all of Debtor's leases, rents, issues and profits, all of Debtor's life insurance policies and their cash surrender values; all proceeds of letters of credit on which Debtor is the beneficiary; all of Debtor's post office boxes and all of Debtor's rights in connection therewith; all computer and other data processing hardware, all software programs, whether owned, licensed or leased, and all documentation for such hardware and software; and all of Debtor's books and records pertaining to any of the foregoing, however produced, reproduced or recorded, including but not limited to books and records stored or maintained on any type of computer and/or data processing system or equipment (including but not limited to all related discs, tapes, printouts and media).

*DEA*

Same as Article XVII, Section 17.2 of Lease dated October 2, 1998 between Spectrum - Roosevelt Limited Partnership and AMD Industries, Inc, including inventory and other personal property.

*DEA*  
*MAS*  
*[Signature]*