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3989/0050 36 005 Page 1 of 4
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Cook County Recorder 27.50

Prepared by
Allen C. Wesolowski
Martin & Karczas, Ltd.
30 N. LaSalle Street
Chicago, IL 60602



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COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

PLEASE RETURN TO:
CHICAGO COMMUNITY BANK
1110 W. 35th Street
Chicago, IL 60609

6700785

SUBORDINATION AGREEMENT

WHEREAS, 1440 W. 34th Street, L.L.C. (hereinafter called "Borrower") seeks to borrow the sum of \$650,000 from Chicago Community Bank (hereinafter called "Lender") and Lender is willing to lend said sum;

WHEREAS, in order to induce Lender to make said loan, Borrower (also called "Mortgagor") wishes to secure this loan with a mortgage in favor of the Lender upon the real estate commonly known as 1440 W. 34th Street, Chicago, Illinois (hereinafter called the "Property") and legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Acme Refining Company, an Illinois corporation, (hereinafter called "Tenant") holds a leasehold interest upon the Property, by virtue of a lease agreement between Tenant and Mortgagor (hereinafter called "Lease").

WHEREAS Lender requires Tenant to subordinate its leasehold interest in the Property by virtue of the Lease in favor of the Lender's Mortgage dated August 4, 2000 (the "Mortgage") which secures a note in the original aggregate principal amount of \$650,000 (the "Note");

WHEREAS Tenant is willing to subordinate its leasehold interest in the Property;

NOW THEREFORE, in consideration of the premises, Tenant and Lender agree as follows:

1. Tenant acknowledges that its leasehold interest in the Property shall be subordinate to the mortgage interest of Lender given to secure a note and any other obligations secured thereby, present or future, which mortgage and security interest are evidenced by the Mortgage.
2. Tenant further acknowledges that its leasehold interest shall remain subordinate to the mortgage interest of the Lender as long as the note, or any other sums advanced by lender and secured by the Mortgage remain unpaid.
3. Tenant shall not prepay rent to Borrower without the written consent of Lender.

Handwritten initials or mark in the bottom right corner.

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4. In the event Lender shall foreclose the Mortgage and title shall be transferred to Lender, its successors or assigns, Lender, its successors or assigns, shall not be liable to Tenant for any security deposit paid to Borrower under the terms of the Lease.

5. At Lender's sole discretion, the Lender shall have the right to foreclose the Tenant's interests under the Lease through a foreclosure proceeding; however, the Lender is not required to do such but shall have the right to so act if it deems it appropriate without any recourse from the Landlord and/or Tenant.

6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

7. This Agreement shall be construed according to the laws of the State of Illinois.

8. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the 4th day of August, 2000.

CHICAGO COMMUNITY BANK, Lender

By: Paul Gary
its Senior Vice President

ACME REFINING COMPANY, Tenant

By: James B.
Its President

Attest

[Signature]
Its Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eileen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Paul GAUGHAN personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to Vice President of Chicago Community Bank and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act of Chicago Community Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of August, 2000.

Eileen Plucinski
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, Eileen Plucinski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, LAURENCE BARON and Leuis BARON, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the _____ President and _____ Secretary of ACME REFINING COMPANY and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of August, 2000.

Eileen Plucinski
Notary Public



EXHIBIT A

LEGAL DESCRIPTION

THAT PARCEL OF TRACT OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF WEST 34TH STREET 500 FEET EAST OF THE EAST LINE OF JUSTINE STREET; THENCE NORTHERLY 165 FEET ALONG A LINE PARALLEL TO SAID EAST LINE OF JUSTINE STREET; THENCE WESTERLY 30 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF 34TH STREET; THENCE NORTHERLY 90 FEET ALONG A LINE PARALLEL TO SAID EAST LINE OF JUSTINE STREET; THENCE EASTERLY ALONG A LINE PARALLEL TO SAID NORTH LINE OF WEST 34TH STREET TO THE AFORESAID LINE WHICH IS 500 FEET EAST OF AND PARALLEL TO THE EAST LINE OF JUSTINE STREET; THENCE NORTHERLY ALONG SAID LINE 500 FEET EAST OF AND PARALLEL TO EAST LINE OF JUSTINE STREET TO THE CENTER LINE OF VACATED WEST 33RD STREET; THENCE EASTERLY ALONG THE CENTER LINE OF VACATED WEST 33RD STREET TO THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO JUNCTION RAILWAY; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF THE CHICAGO JUNCTION RAILWAY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTH LINE OF WEST 34TH STREET; AND THENCE WESTERLY ALONG SAID NORTH LINE OF WEST 34TH STREET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF SAID PARCEL WHICH LIES EAST OF A LINE 839.56 FEET EAST OF AND PARALLEL TO THE EAST LINE OF JUSTINE STREET AND SOUTH OF A LINE 125 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF WEST 34TH STREET), ALL IN COOK COUNTY, ILLINOIS.

PIN: 17-32-114-027

COMMON ADDRESS: 1440 West 34th Street, Chicago, IL 60608