

# UNOFFICIAL COPY

**INSTRUMENT PREPARED BY:**

Nicholas Geroulis  
Martin & Karcazes, Ltd.  
161 North Clark Street  
Suite 550  
Chicago, Illinois 60601



Doc#: 0400814060  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 01/08/2004 09:51 AM Pg: 1 of 4

**PLEASE MAIL TO:**

Plaza Bank  
7460 W. Irving Park Road  
Norridge, IL 60634

## SUBORDINATION AGREEMENT

WHEREAS KFM Enterprises, L.L.C., an Illinois limited liability company, (hereinafter called "Borrower") seeks to borrow the aggregate sum of \$1,460,000.00 from Plaza Bank (hereinafter called "Lender") and Lender is willing to lend said sum;

WHEREAS, in order to induce Lender to make said loan, Borrower (hereinafter also called "Mortgagor") wishes to secure this loan with two separate mortgages in favor of the Lender upon the real estate commonly known as **2945 S. Harlem Ave., Berwyn, Illinois** and legally described on Exhibit "A" attached hereto (hereinafter called the "Property").

WHEREAS, KEMAR, INC., an Illinois corporation, d/b/a Citgo (hereinafter called "Tenant") holds a leasehold interest upon the Property, by virtue of a lease agreement dated December 8, 2003 (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 first mortgage and second mortgage each dated December 8, 2003 (collectively, the "Mortgage") which secure two (2) notes in the original principal amounts of \$912,500 and \$547,500 (collectively, the "Note");

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

NOW THEREFORE, in consideration of the premises, the parties 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.

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3. Tenant shall not prepay rent to Borrower without the written consent of Lender.

4. In the event Lender shall foreclose its mortgage upon the Property 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.

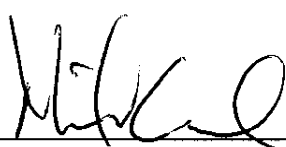
6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

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

8. This Agreement may be signed in counterpart.

IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the 8<sup>TH</sup> day of DECEMBER, 2003.

**Lender: PLAZA BANK**

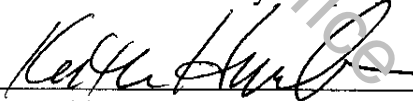
By:   
Its Attorney

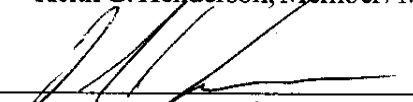
**Tenant: KEMAR, INC., an Illinois corporation,  
d/b/a Citgo**

By:   
**Keith C. Henderson, President**

**Borrower:**

KFM Enterprises, L.L.C.  
an Illinois limited liability company

By:   
**Keith G. Henderson, Member / Manager**

By:   
**Frank K. Lucchesi, Member / Manager**

By:   
**Michael A. Alesia, Member / Manager**



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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOTS 18, 19, 20, 21 AND 22 IN BLOCK 5 IN KIRCHMAN AND JEDLANS WESTERN AGENCY AND LOAN CORPORATION, A SUBDIVISION OF LOTS 5 AND 6 IN CIRCUIT COURT PARTITION OF THE WEST ½ OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE NORTHEAST CORNER OF HARLEM AVENUE AND 30<sup>TH</sup> STREET, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-30-314-019-0000  
16-30-314-020-0000  
16-30-314-021-0000  
16-30-314-022-0000  
16-30-314-023-0000

COMMONLY KNOWN AS: 2945 S. HARLEM AVE., BERWYN, ILLINOIS