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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 writing to lend said sum;

WHEREAS, in order to include 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. Harle nave., 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.
- This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and 6. their respective neir, executors, administrators, successors and assigns.
 - This Agrement shall be construed according to the laws of the State of Illinois. 7.
 - 8. This Agreement may be signed in counterpart.

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

Lender: PLAZA BANK

Tenant: KEMAR, INC., an Illinois corporation,

₫/b/a Citgo

Keith C. Henderson, President

Borrower:

By:

KFM Enterprises, L.L.C

an Illinois limited liability company

Keith G. Henderson, Member/Manager

Frank K. Lucches M., Member / Manager

Michael A. Alesia, Member / Manager

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STATE OF ILLINOIS	í
COUNTY OF COOK) SS.
COUNTY OF COOK	,

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that **Keith** G. Henderson, Frank K. Lucchesi and Michael A. Alesia, being the sole Managers / Members of KFM Enterprises, L.L.C. an Illinois limited liability company, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Members / Managers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.



day of December, 2003.

Motary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and Icr said County, in the State aforesaid, does hereby certify that on this day personally appeared before me, **Keit'i G. Henderson**, personally known to me to be the same person whose name is subscribed to the foregoing i istrument and personally known to me to be the President of **KEMAR**, **INC.**, an Illinois corporation, d/b/ɛ Citgo, 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 said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this graduated day of Decembe; 2003.

OFFICIAL SEAP COMMISSION EXPIRES 08/28/

STATE OF ILLINOIS)

COUNTY OF COOK)

Given under my hand and notarial seal this 1 day of July, 2003

"OFFICIAL SEAL"

NOTATE OF

TUBLIC LORI A. BERTONE

STATE OF

LLINOIS COMMISSION EXPIRES 08/28/06

Notary Public

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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 30TH STREET, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-30-31/2-019-0000

16-30-314-529-0000

16-30-314-021-0200

16-30-314-022-0000

16-30-314-023-0000

COMMONLY KNOWN AS:

2:945 S. HARLEM AVE., BERWYN, ILLINOIS