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Doc#: 0432434112
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 11/19/2004 03:05 PM Pg: 1 of 7

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 8th day of November, 2004, between SHAMROCK ENTERPRISES, INC., an Illinois corporation (hereinafter referred to as "Tenant") and BANK OF AMERICA, N.A., a national banking association (hereinafter referred to as "Lender");

W I T N E S S E T H:

WHEREAS, Lender is now or will become the owner and holder of a Real Estate Mortgage and Security Agreement dated of even date herewith (hereinafter referred to as the "Mortgage") which is recorded in the Office of Clerk of Circuit Court of Cook County, Illinois, given collectively by Tenant and MCCUE FAMILY III, L.L.C., an Illinois limited liability company ("Landlord"), which secures (i) a Promissory Note in the original principal amount of \$6,300,000.00, and (ii) a Promissory Note in the original principal amount of \$2,500,000.00 (collectively, the "Note"), and which evidences indebtedness secured by, among other collateral, the real property, together with the buildings and improvements thereon, described in Exhibit "A"; and

WHEREAS, Tenant is the holder of certain leases (hereinafter collectively referred to as the "Lease") with Landlord covering certain premises more particularly described in the Lease (hereinafter collectively referred to as the "Demised Premises"); and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Lender and Tenant hereby agree and covenant as follows:

1. The Lease and the rights of Tenant thereunder are now and at all times hereafter shall be subject and subordinate to the Mortgage and to all renewals, modifications or

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First American Title Order #

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extensions thereof, but such renewals, modifications and extensions shall nevertheless be subject and entitled to the benefits of the terms of this Agreement.

2. Landlord will assign or has assigned its interest in the Lease to Lender. If in the future there is a default by the Landlord in the performance and observance of the terms of the Mortgage, the Lender may at its option require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Lender, the Landlord hereby authorized and directs the Tenant and the Tenant agrees to pay any payments due under the terms of the Lease to the Lender. The Assignment of Leases and Rents given by Landlord to Lender as further security for the Note does not diminish any obligations of the Landlord under the Lease nor impose any such obligations on the Lender.

3. So long as Tenant is not in default in the payment of rent or additional rent, or in the performance of any other terms, covenants, or conditions of the Lease on Tenant's part to be performed, Tenant's possession under the Lease and Tenant's rights and privileges thereunder, or under any extensions or renewals thereof that may be effected in accordance with any option therefor contained in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy shall not be disturbed by Lender during the term of the Lease or any such extensions or renewals thereof.

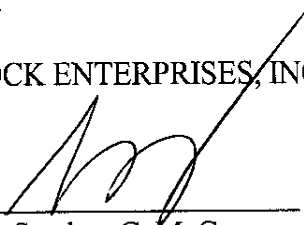
4. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successor in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed under seal as of the day and year first above written.

TENANT:

SHAMROCK ENTERPRISES, INC.

By: 

Name: Stephen C. McGue

Title: President

[CORPORATE SEAL]

Property of Cook County Clerk's Office

This Instrument was prepared by and upon recording mail to:

Catherine P. Powell, Esquire
Tatum Levine & Powell, LLP
1199 Oxford Road, N.E.
Atlanta, Georgia 30306



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ACKNOWLEDGMENT

STATE OF Illinois } SS.
COUNTY OF DuPage }

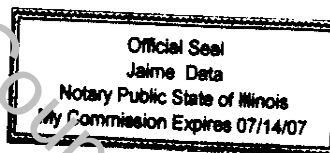
I, Jaime Data, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that Stephen C. McGue, President of Shamrock Enterprises, Inc., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

Given under my hand and notarial seal this 8th day of November, 2004.

Jaime Data
Notary Public

My Commission Expires: 7/14/2007

[NOTARY SEAL]

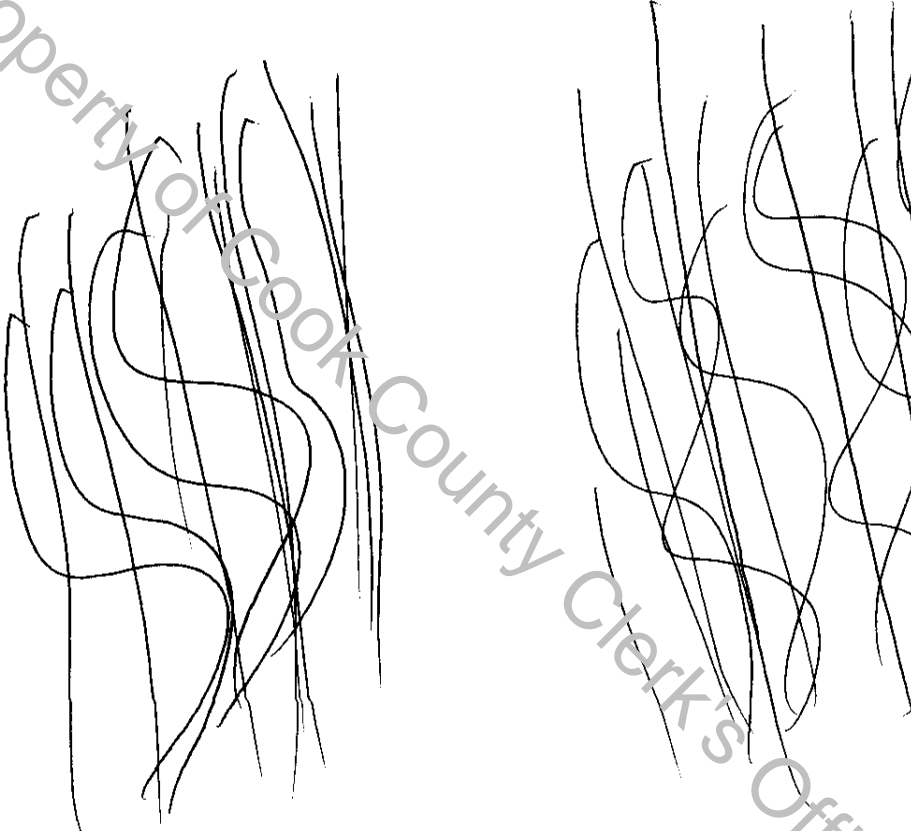


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EXHIBIT "A"

[Legal Descriptions of all 6 locations]

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1: (Matteson)

LOT 7 (EXCEPT THE WEST 10 FEET) IN BLOCK 2 IN MATTESON FARMS, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE NORTHERLY 8.0 FEET THEREOF TAKEN BY THE STATE OF ILLINOIS PURSUANT TO COURT ORDER ENTERED IN 83L51174 AND THE NORTH 40 FEET OF THE WEST 100 FEET OF LOT 21 IN BLOCK 2 IN MATTESON FARMS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (S. Chicago)

LOTS 23 TO 28 BOTH INCLUSIVE IN BLOCK 3 IN KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF PART OF LOTS 1 AND 9 IN THE CIRCUIT COURT PARTITION OF THE NORTHEAST 1/4 OF SECTION 32 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (14th Street)

LOTS 7, 8, 9 AND 14, IN BLOCK 1, WEST END SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTHERLY 13 FEET OF LOTS 7, 8, 9 THEREOF TAKEN BY THE STATE OF ILLINOIS PURSUANT TO COURT ORDER ENTERED IN 84L52639.

PARCEL 4: (Sibley)

LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 IN CALUMET TERRACE, A SUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE IN A SUBDIVISION OF THE NORTH 515.10 FEET OF THE WEST 340.89 FEET OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1064.5 FEET OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD EXCEPTING THEREFROM THE WEST 75 FEET OF THE NORTH 290.4 FEET THEREOF.

PARCEL 5: (Hazelcrest)

LOT 3 IN CODEVCO RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN DOMINICK'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 6: (Easement)

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 5, FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR PARKING PURPOSES AS CONTAINED IN EASEMENT AND OPERATING AGREEMENT DATED OCTOBER 8, 1982 AND FILED OCTOBER 15, 1982 AS DOCUMENT LR

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3278436, UNDER, THROUGH AND ACROSS THE 'COMMON AREAS' AS THAT TERM IS DEFINED IN SAID INSTRUMENT OF THE FOLLOWING DESCRIBED LAND:

LOT 1 IN CODEVCO RESUBDIVISION BEING A RESUBDIVISION OF LOT 1 IN DOMINICK'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS REGISTERED WITH THE REGISTRAR OF TORRENS TITLES ON JUNE 10, 1982 AS DOCUMENT LR 3262521 IN COOK COUNTY, ILLINOIS.

PARCEL 6A: (Easement)

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 5 FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR PARKING PURPOSES AS CONTAINED IN RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT DATED NOVEMBER 2, 1981 AND RECORDED DECEMBER 18, 1981 AS DOCUMENT LR3244513 ACROSS THE COMMON AREAS AS DEFINED IN SAID INSTRUMENT.

PARCEL 7: (S. Haisted)

LOT 6 IN PARK PLACE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1995 AS DOCUMENT NUMBER 95329596, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE MOST NORTHERLY NORTHWEST CORNER OF LOT 6 IN THE PARK PLACE PLAZA SUBDIVISION AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 41 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 48.87 FEET; THENCE SOUTH 63 DEGREES 41 MINUTES 11 SECONDS WEST, 55.78 FEET TO THE WEST LINE OF LOT 6; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 22.12 FEET TO THE SOUTHERLY NORTHWEST CORNER OF LOT 6; THENCE NORTH 21 DEGREES 32 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE, 3.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

28 35 402 012 0000
(affects Parcel 5)

29 11 307 006 0000
(affects Lot 6 in Parcel 4)

29 11 307 007 0000
(affects Lot 5 in Parcel 4)

29 11 307 008 0000
(affects Lot 4 in Parcel 4)

29 11 307 009 0000
(affects Lot 3 in Parcel 4)

29 11 307 010 0000
(affects Lot 2 in Parcel 4)

29 11 307 011 0000
(affects Lot 1 in Parcel 4)

31 22 400 002 0000
(affects that part of Lot 7
falling in Parcel 1)

31 22 400 031 0000
(affects that part of Lot 21
falling in Parcel 1)

32 19 401 008 0000
(affects Lot 7 of Parcel 3)

32 19 401 018 0000
(affects Lot 14 in Parcel 3)

32 19 401 027 0000
(affects Lot 9 and part of
Lot 8 in Parcel 3)

32 19 401 028 0000
(affects part of Lot 8 in
Parcel 3)

32 32 205 042 0000
(affects Parcel 2)

29 33 100 049 0000
(affects Parcel 7)