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WHEN RECORDED RETURN TO: SomerCor 504, Inc. Two East 8th Street Chicago, Illinois 60605

Borrower: Brenjor Properties, LLC Loan No. CDC-222,598-60-10

Doc#: 0726344014 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 09/20/2007 10:52 AM Pg: 1 of 6

SUBORDINATION AGREEMENT

day of July As an inducement First Choice Bank ("Lender") to grant a loan to Brenjor Properties, LLC, an Illinois Limited Liability Company, ("Borrower"), and in consideration thereof, the United States Small Business Administration, an agency duly created under and by virtue of an Act of Congress, having its principal office in Washington, D. C., and a Commercial Loan Servicing Center at 2719 North Air Fresno Drive, Suite 107, Fresno, California 93727 ("SBA"), agrees to subordinate the lien of its mortgage dated March 6, 2007 and recorded on March 8, 2007 as Document Number 0706722091 with the Recorder's Office of the County of Cook, State of Illinois in favor of SomerCor 504, Inc. and assigned by SomerCor 504, Inc. to the SBA pursuant to an Assignment of Mortgage recorded on March 8, 2007 as Document Number 0706722092 ("SBA Mortgage") its Memorandum of Collateral Assignment and Reassignment of Lease and Rents to the SBA dated March 6, 2007 and recorded March 8, 2007 as Document 0706722093 ("SBA Assignment of Rents"), to Lender, when and if taken, to secure a loan hereafter described, upon the premises described in Exhibit A. The SBA Mortgage, SBA Assignment of Rents shall be collectively called the "SBA Lien Documents".

Conditions

- 1. The Loan from Lender to Borrower, to which this subordination shall apply, shall be in an amount not to exceed \$337,000.00 of its mortgage dated March 12, 2007 and recorded on March 16, 2007 as Document Number 0707540008 with the Recorder's Office of the County of Cook.
- 2. This subordination shall not extend to any other indebtedness from Lender to Borrower now existing or hereafter created, but shall apply only to all an our ts justly accruing under the terms of the note executed pursuant to the aforesaid loan. Lender will not make any additional advances under its Mortgage except such disbusements which become necessary to protect its security interest and for which Borrower is liable under Lender's loan documents. Any lien upon the property securing repayment or additional advances or monies due as a result of a default interest rate shall be subordinate to the lien of the SBA lien documents.
- 3. The lien and indebtedness held by Lender for the aforesaid loan, and subordinated to by SBA herein, shall not, without the prior written consent of SBA, be subordinated to the lien, claim or interest of any other creditor of Borrower now or in the future.
- 4. Except as expressly provided herein, this agreement shall not operate or be construed to alter the priority of the SBA lien documents with respect to any legal or equitable interest in the property. Borrower and Lender shall hold SBA harmless from any impairment of its lien which is occasioned by this subordination.

- All proceeds of Lender's loan shall be applied to satisfy debt secured by a lien presently superior to the lien of the SBA mortgage, plus customary closing costs. Any other use of proceeds not described herein shall void this agreement.
- 6. A default in the obligation secured by the Lender's Mortgage may be cured (including purchase of the property at foreclosure sale) by the SBA via cash, certified funds or a United States Treasury Check, at the option of the SBA. Provisions for a so-called "default rate of interest" or any similar penalty payment that may be contained within the Lender's mortgage are inapplicable to SBA.
- 7. A breach of any of the foregoing covenants and conditions by Borrower and/or Lender shall, at the option of the SBA, render this agreement void in its entirety. This subordination agreement is also void if not duly executed by Borrower, Lender, SBA, and all Sugrantors of the SBA loan.

Borrower:	BRENJOR PROPERTIES, LLC
Date: July 24 , 2007	By: and Manager
Date: July 24 , 2007	By: X Todd L Chroman Manager
Lender: Date: Thy 24 , 2007	By: While Johnson Title: Executive to Proxident

Date: July 24, 2007

Administrator, United States Small Business Administration, an Agency of the United States

By: Jelluemin ADD / LR

The undersigned **Guarantor** hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

Date: July 24 , 2007

Lakeside Food Males, Inc.

By:**⊀**

Todd L. Chroman, President

The undersigned **Guarantor** hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

Date: <u>July 2</u>4, 2007

Jerome Borkan

BY: Jerome Borkan, Individually

Date: July 24 , 2007

Todd L. Chromen

BY:

Todd L. Chroman, Individually

STATE OF ILLINOIS COUNTY OF COOK

On July 24, 2007, before me, the undistributed, a Notary Public, personally appeared BRENJOR PROPERTIES, LLC, Jerome Borkan, Manager, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument "OFFICIAL SEAL"

Notary Public

(SEAL)

JULIE BECKMAN
Notary Public, State of Illinois
My Commission expires 01/08/11

STATE OF ILLINOIS COUNTY OF COOK
On July 24 , 2007, before me, the willied , a Notary Public, personally appeared BRENJOR PROPERTIES, LLC, Todd L. Chroman, Manager, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.
Notary Public Duke Bock Wav (SEAL) "OFFICIAL SEAL" JULIE BECKMAN Notary Public, State of Illinois My Commission expires 01/08/11
STATE OF ILLINOIS COUNTY OF COOK
On JWW 24, 2007, before me, WWW and Job and Public, personally appeared FIRST CHOICE BANK, Fandall 5, Sodowyn, EVP, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.
Notary Public: "OFFICIAL SEAL" JULIE BECKMAN (SE /IN)otary Public, State of Iffinois (Ny Commission expires 01/08/11
STATE OF ILLINOIS COUNTY OF COOK
On
Notary Public: OFFICIAL SEAL TERESA SIENKIEWICZ NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/13/10

STATE OF ILLINOIS COUNTY OF COOK
On July 24, 2007, before me, Linkers Med, a Notary Public, personally appeared LAKESIDE FOOD SALES, INC., Todd L. Chroman, President, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.
Notary Public Sulul (SEAL) (SEAL) "OFFICIAL SEAL" JULIE BECKMAN Notary Public, State of Illinois My Commission expires 01/08/11
STATE OF ILLINOIS COUNTY OF COOK
On July 24, 2007, before me, the university of a Notary Public, personally appeared Jerome Bork in Individually, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.
Notary Public: "OFFICIAL SEAL" (SEAL) JULIE BECKMAN Notary Public, State of Illinois My Commission expires 01/08/11
STATE OF ILLINOIS COUNTY OF COOK
On July 24, 2007, before me, the undersided, a Notary Public, personally appeared Todd L. Chroman, Individually, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.
Notary Public Bulle Bull

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Legal Description:

PARCEL 1:

Unit No. 325, in the Buffalo Grove Professional Center Condominium, as delineated on a plat of survey of the following described tract of land: Lot 1 in Buffalo Grove Professional Centre Subdivision, being a resubdivision of lots in Dun-Lo Highlands, in the west half of the northwest quarter of Section 9, Township 42 North, Range 11, east of the Third Principal Meridian, which plat of survey is attached as Exhibit "D" to the declaration of condominium ownership recorded August 24, 2005, as document 0523632001, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Iilinois.

PARCEL 2:

Non-exclusive license agreement for a period of 20 years, beginning January 1, 2005 and ending December 31, 2024, for the purposes of permitting storm water drainage, as created by License Agreement for Golfview Terrace. Detention Basin recorded August 17, 2005 as document 0522955034, over the following described property: Commencing at the northwest corner of Section 9, Township 42 north, Range 11 east of the Third Principal Meridian; thence east along the north line thereof, an assumed bearing of north 90 degrees 00 minutes 00 seconds east, 100 feet; thence south 00 degrees 00 minutes 00 seconds east, 50.00 feet to the point of beginning; thence south 90 degrees 00 minutes 00 seconds west, 90,00 feet; thence south 00 degrees 00 minutes 00 seconds east, 270.00 feet; thence south 13 degrees 18 minutes 48 second east, 140.00 feet; thence north 74 degrees 17 minutes 55 seconds east, 60.00 feet; thence north 00 degrees 00 minutes 00 seconds west, 390.00 feet to the point of beginning, in Cook County, Illinois, for the benefit of the following described property: Part of Lot 1, Lot 2 (except the east 100 feet of Lot 2), Lot 71 (except the east 100 feet thereof), Lot 72 (except the east 100 feet thereof) all in Dun-Lo Highlands, being a subdivision of the west half of the northwest quarter (except the south 25 acres thereof) in Section 9, Township 42 north, Range 11 east of the Third Principal Meridian, according to the plat the eof recorded October 15, 1946 as document 13916670, in Cook County, Illinois.

OUNTY CIEPTS OFFICE Common Address: 325 W. Durdee Rd., Buffalo Groe, T. 60089

PIN#: 03-09-102-017-0000