

UNOFFICIAL COPY



Doc#: 1012612081 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/08/2010 10:52 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:
HANA SMALL BUSINESS
LENDING, INC.
1000 WILSHIRE BOULEVARD,
20TH FLOOR
LOS ANGELES CA 90017

SEND TAX NOTICES TO:
AYUB M KHAN
3809 NORTH ELSTON
AVENUE
CHICAGO, IL 60618

FOR RECORDER'S USE ONLY

This Subordination Agreement - Lease prepared by:
HANA SMALL BUSINESS LENDING, INC.
1000 WILSHIRE BOULEVARD, 20TH FLOOR
LOS ANGELES, CA 90017

NOTICE: THIS SUBORDINATION AGREEMENT - LEASE RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT LEASE

THIS SUBORDINATION AGREEMENT - LEASE dated April 26, 2010, is made and executed among AYUB M KHAN ("Lessor"); ELSTON AUTO REBUILDERS, INC.; and AYUB M KHAN ("Borrower"); and HANA SMALL BUSINESS LENDING, INC. ("Lender").

SUBORDINATED LEASE. Lessor has executed a lease dated April 26, 2010 of the property described herein (the "Subordinated Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: LEASE FOR 26 YEARS.

REAL PROPERTY DESCRIPTION. The Lease covers 3809 NORTH ELSTON AVENUE, CHICAGO, IL 60618 of the following described real property located in COOK County, State of Illinois:

LOTS 18, 19, 20, 21, 22 AND 23 IN BLOCK 5 IN RACE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3801 - 3815 NORTH ELSTON AVENUE, CHICAGO, IL 60618. The Real Property tax identification number is 13-23-210-017-0000, 13-23-210-018-0000.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

THE NOTE IN THE AMOUNT OF \$1,200,000.00 REPRESENTS BY LENDER TO BORROWER ON

Box 400-CTCC

CAS 9/06/47 DZSLG 4006

7/1/10

UNOFFICIAL COPY**SUBORDINATION AGREEMENT - LEASE**

Loan No: S1107

(Continued)

Page 2

04-26-2010.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated April 26, 2010, from AYUB M KHAN to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease.

REQUESTED FINANCIAL ACCOMMODATIONS. Lessor and Borrower each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Borrower and Lessor each represent and acknowledge to Lender that Lessor will benefit as a result of these financial accommodations from Lender to Borrower, and Lessor acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. All of Lessor's right, title, and interest in and to the Subordinated Lease is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to Lessor's interests in the Subordinated Lease. Lessor also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lessor, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

LESSOR'S REPRESENTATIONS AND WARRANTIES. Lessor hereby represents and warrants to Lender that Lessor has heretofore delivered to Lender a true, correct and complete copy of the Lease, which constitutes the entire agreement between the parties thereto and Lessor further acknowledges that the Lease is in full force and effect and that no default by Lessor or, to Lessor's knowledge, by other party under the terms and provisions of the Lease exists as of the date hereof.

LESSOR WAIVERS. Lessor waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full

UNOFFICIAL COPY

SUBORDINATION AGREEMENT - LEASE

Loan No: S1107

(Continued)

Page 3

force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Lessor also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Lessor represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Lessor's security interests in Lessor's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Choice of Venue. If there is a lawsuit, Lessor agrees upon Lender's request to submit to the jurisdiction of the courts of COOK County, State of Illinois.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lessor herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Lessor, shall constitute a waiver of any of Lender's rights or of any of Lessor's obligations as to any future transactions. Whenever the consent of

UNOFFICIAL COPY**SUBORDINATION AGREEMENT - LEASE**

Loan No: S1107

(Continued)

Page 4

Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Subordination. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Subordination shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means ELSTON AUTO REBUILDERS, INC.; and AYUB M KHAN, and all other persons and entities signing the Note in whatever capacity.

Lender. The word "Lender" means HANA SMALL BUSINESS LENDING, INC., its successors and assigns.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Subordination.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED APRIL 26, 2010.

BORROWER:**ELSTON AUTO REBUILDERS, INC.**

By: _____

Ayub Khan
 AYUB M KHAN, PRESIDENT AND SECRETARY of ELSTON
 AUTO REBUILDERS, INC.

X _____

Ayub Khan
 AYUB M KHAN, Individually

UNOFFICIAL COPY

SUBORDINATION AGREEMENT - LEASE

(Continued)

Loan No: S1107

Page 5

LESSOR:

X Ayub Khan
AYUB M KHAN, Individually

LENDER:

HANA SMALL BUSINESS LENDING, INC.

X Eric Hong
ERIC HONG, VP & LOAN OFFICER

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

)

) SS

COUNTY OF Du Page

)

On this 27th day of April, 2010 before me, the undersigned Notary Public, personally appeared AYUB M KHAN, PRESIDENT AND SECRETARY of ELSTON AUTO REBUILDERS, INC., and known to me to be an authorized agent of the corporation that executed the Subordination Agreement - Lease and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By Sai Van Ali

Residing at 6126 Riverbark Dr, Lisle, IL 60532

Notary Public in and for the State of Illinois

My commission expires 10/2/12



UNOFFICIAL COPY

SUBORDINATION AGREEMENT - LEASE

Loan No: S1107

(Continued)

Page 6

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

On this day before me, the undersigned Notary Public, personally appeared AYUB M KHAN, to me known to be the individual described in and who executed the Subordination Agreement - Lease, and acknowledged that he or she signed the Subordination as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of April, 2010.

By Sei An Ahn Residing at 6126 Riverbend Dr, Lisle, IL 60532

Notary Public in and for the State of Illinois

My commission expires 10/2/12



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF DuPage)

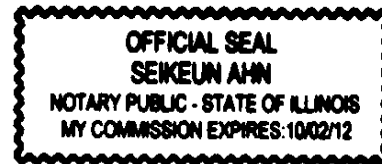
On this day before me, the undersigned Notary Public, personally appeared AYUB M KHAN, to me known to be the individual described in and who executed the Subordination Agreement - Lease, and acknowledged that he or she signed the Subordination as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of April, 2010.

By Sei An Ahn Residing at 6126 Riverbend Dr, Lisle, IL 60532

Notary Public in and for the State of Illinois

My commission expires 10/2/12



UNOFFICIAL COPY

SUBORDINATION AGREEMENT - LEASE

(Continued)

Loan No: S1107

Page 7

LENDER ACKNOWLEDGMENT

STATE OF CA)

) SS

COUNTY OF Los Angeles)

On this 20th day of Apr-1, 2010 before me, the undersigned Notary Public, personally appeared ERIC HONG and known to me to be the VP & LOAN OFFICER, authorized agent for HANA SMALL BUSINESS LENDING, INC. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of HANA SMALL BUSINESS LENDING, INC., duly authorized by HANA SMALL BUSINESS LENDING, INC. through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of HANA SMALL BUSINESS LENDING, INC..

By _____ Residing at LA, CA

Notary Public in and for the State of CA

My commission expires 7-9-2011



Notary Public of Cook County Clerk's Office