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INSTRUMENT PREPARED BY:

Lance Johnson
Martin & Karcazes, Ltd.
161 N. Clark St.
Suite 550
Chicago, Illinois 60601

MAIL TO:

Gold Coast Bank
1201 N. Clark St. - Suite 204
Chicago, IL 60610



Doc#: 1316516027 Fee: \$42.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/14/2013 11:59 AM Pg: 1 of 3

LEASE SUBORDINATION AGREEMENT

WHEREAS, 132 WEST GRAND, LLC, an Illinois limited liability company ("**Landlord**"), and DKMS LLC, an Illinois limited liability company ("**Tenant**"), seek to borrow the principal sum of \$5,120,000.00 ("**Loan**") from Gold Coast Bank ("**Lender**"), pursuant to a promissory note in the amount of the Loan ("**Note**"), and Lender is willing to lend said sum;

WHEREAS, in order to induce Lender to make the Loan, Landlord and Tenant wish to secure the Note with a first mortgage and assignment of leases and rents (collectively, "**Mortgage**") in favor of Lender upon the real estate commonly known as 730-32 W. Grand Ave., Chicago, IL 60654 and legally described on Exhibit "A" attached hereto ("**Property**");

WHEREAS, Tenant holds a leasehold and/or possessory interest in the Property (any and all leasehold and/or possessory interests held by Tenant in the Property are hereinafter collectively called the "**leasehold interests**");

WHEREAS, Lender requires Tenant to subordinate Tenant's leasehold interests in the Property in favor of Lender's Mortgage;

WHEREAS, Tenant is willing to subordinate Tenant's leasehold interests in the Property to Lender's Mortgage;

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Tenant's leasehold interests in the Property are hereby subordinate to the Mortgage of Lender given to secure the Note and any other obligations secured thereby, present or future.
2. Tenant's leasehold interests in the Property will remain subordinate to the Mortgage of Lender, as long as the Note or any other sums advanced by Lender and secured by the Mortgage remains unpaid.
3. Tenant acknowledges that Tenant has not prepaid base rent for more than one month and agrees that Tenant will not prepay base rent for more than one month to Landlord without the prior written consent of Lender.
4. There will be no amendment or modification of any lease that evidences Tenant's leasehold interest, without the prior written consent of Lender, as long as Lender has an interest in the Property.
5. Lender, its successors or assigns, will not be liable to Tenant for any security deposit paid to Landlord.

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6. At Lender's sole discretion, Lender will have the right to foreclose Tenant's leasehold interests in the Property through a foreclosure proceeding; however, the Lender is not required to do such but will have the right to so act if it deems it appropriate without any recourse from Landlord and/or Tenant.

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

8. This Agreement will be construed according to the laws of the State of Illinois.

9. This Agreement may be executed in multiple counterparts and all of such counterparts together will constitute one and the same Agreement.

IN WITNESS WHEREOF the undersigned have hereunto executed the foregoing Lease Subordination Agreement on JUNE 12, 2013.

LANDLORD:

732 West Grand, LLC

By: 
Branislav Palikuca, Manager

TENANT:

DKMS LLC

By: 
Branislav Palikuca, Manager

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Branislav Palikuca, known to me to be the same person whose name is subscribed to the foregoing instrument as the Manager of 732 West Grand, LLC and DKMS LLC, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: JUNE 12, 2013


Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

THE WEST 115.36 FEET OF THAT TRACT OF LAND DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 IN SUB-LOT 16 IN BLOCK 75 OF RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE SOUTH HALF OF LOT 14 AND ALL OF LOT 15 IN BLOCK 75 IN RUSSELL, MATHER AND ROBERTS ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-09-102-027-0000

COMMON ADDRESS: 730-32 W. GRAND AVE., CHICAGO, IL 60654

Property of Cook County Clerk's Office