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PREPARED BY:
Ruth Bronson
IL 1-1145
10 S. Dearborn
Chicago, IL 60670

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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/09/2013 03:20 PM Pg: 1 of 6

WHEN RECORDED RETURN TO:

RECORD & RETURN TO 13543
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
39238499-IL50-Cook County Rec



Subordination of Real Estate Lease

This agreement is dated as of June 21, 2013, by of DUAL-TEMP OF ILLINOIS, INC. (the "Tenant"), whose address is 4301 South Packers Avenue, Chicago, IL 60609, and delivered to JPMorgan Chase Bank, N.A., and its successors and assigns (the "Bank"), whose address is 10 S. Dearborn, Chicago, IL 60670.

The Tenant and SPUR ASSOCIATES, L.L.C. (the "Owner/Mortgagor") entered into a lease dated December 11, 1998 (the "Lease"), covering the following described real property (the "Premises"):

Located in the City of Chicago, County of Cook, State of Illinois:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended,

Commonly known as 4301 S. Packers Ave., Chicago, Illinois 60609,
Tax Parcel Identification No. 20-05-302-09-0000.

The Owner/Mortgagor wishes to provide or has provided the Bank with a mortgage on the Premises (as extended, renewed, modified, and/or replaced from time to time, the "Bank's Mortgage") to secure the Liabilities (as defined in the Bank's Mortgage). The Bank is willing to extend or continue the Liabilities upon the condition that the Tenant subordinate its interest in the Lease to the Bank's Mortgage.

THEREFORE, THE TENANT REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

- The Tenant subordinates completely and unconditionally all of its right, title and interest in the Lease (including, but not limited to, purchase options and first refusal rights), to all of the Bank's right, title and interest under the Bank's Mortgage and agrees that the Bank's Mortgage is a lien prior and superior to the Lease;

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S N
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2. The Lease is presently in full force and effect and is unmodified except as indicated by amendments attached to the Lease;
3. The term of the Lease has commenced and the Tenant is in possession of the portion of the Premises described in the Lease;
4. No rent has been paid nor will it be paid more than thirty (30) days in advance of its due date;
5. The Tenant, as of the date of this agreement, has no charge, lien, or claim of offset under the Lease or otherwise against rents or other charges due under the Lease, and no default by the Tenant or the Owner/Mortgagor exists under the Lease;
6. Without the prior written consent of the Bank, the leasehold will not be terminated or surrendered, nor will the Lease be modified, except rentals may be increased without the Bank's consent;
7. The Tenant will give the Bank notice of any default under the Lease by the Owner/Mortgagor, and the Bank shall have a reasonable opportunity, which shall in no event be less than one hundred twenty (120) days from the Bank's receipt of notice, to correct the default, but shall not be obligated to do so;
8. No action or failure to act by the Owner/Mortgagor shall adversely affect the rights of the Bank under this agreement, nor shall any such action or failure discharge the Tenant's obligations under the Lease;
9. If the Premises are sold at foreclosure sale, the Tenant agrees to attorn to the purchaser at such sale as if the purchaser were the landlord under the Lease, if the purchaser so requests; and
10. Without notice to or the consent of the Tenant, and without impairing or affecting this agreement, the Bank may take or refrain from taking any action regarding the Liabilities that it deems appropriate, including without limitation (a) amending, modifying, extending or renewing the Liabilities or changing any interest rate applicable thereto, (b) releasing, compromising, or settling any claim related to the Liabilities, (c) forbearing or agreeing to forbear from enforcing any right or remedy related to the Liabilities, including rights and remedies against any guarantor, surety or accommodation party of all or any part of the Liabilities, (d) determining when and in what order payments and credits shall be made to the Liabilities, or (e) substituting, releasing or exchanging all or any portion of any collateral for the Liabilities, including the Premises. The Tenant waives and agrees not to assert any rights or defenses with respect to any actions the Bank may take or refrain from taking with regard to the Liabilities or any property now or hereafter securing any of the Liabilities.
11. Any interest of the Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interests of the Bank in such proceeds or awards. The Tenant will neither seek nor accept any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises until all amounts secured by the Bank's Mortgage have been paid in full. However, the Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein, and if to the Bank, at its main office if no other address of the Bank is specified herein, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

This agreement binds and benefits the Tenant and the Bank and their respective successors and assigns.

Governing Law and Venue. This Subordination Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to its laws of conflicts). The Tenant agrees that any legal action or proceeding with respect to any of its obligations under this Subordination Agreement may be brought by the Bank in any state or federal court located in the State of Illinois, as the Bank in its sole discretion may elect. By the execution and delivery of this

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Subordination Agreement, the Tenant submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Tenant waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.

WAIVER OF SPECIAL DAMAGES. THE TENANT WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE TENANT AND THE BANK (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TENANT AND THE BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Tenant:

DUAL-TEMP OF ILLINOIS, INC.

By: _____

Steven Weinstein; President
Printed Name Title

Ruth Bronson \ILCDP-2646590000
790254650000 \DW000b009615844667a3

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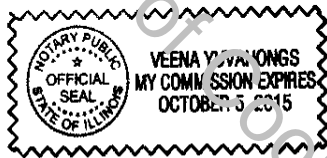
ACKNOWLEDGMENT

State of ILLINOIS)
County of COOK) ss

I, Veena Yuvahongs, a Notary Public in and for said County and State, certify that Steve Weinstein, a _____ of _____ a(n) _____ and _____ of said _____, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, 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 _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of July, 20 13

My Commission expires: 10/5/15
Veena Yuvahongs
Notary Public



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Exhibit "A"

PARCEL 1:

A PARCEL OF LAND COMPRISED OF PART OF BLOCK 8 TOGETHER WITH ALL OF THE NORTH 1/2 OF THE 'EAST AND WEST' 30 FOOT STREET, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID BLOCK 8; AND COMPRISED ALSO OF A PART OF THE "NORTH AND SOUTH" 33 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 8, AND LYING EAST OF AND ADJOINING THE 'EAST AND WEST' STREETS AFORESAID, TOGETHER WITH A PART OF THE EAST 17 FEET OF THE 'NORTH AND SOUTH' 100 FOOT PRIVATE STREET KNOWN AS PACKERS AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF SAID BLOCK 8 AND LYING WEST OF AND ADJOINING THE 'EAST AND WEST' STREETS AFORESAID; ALL IN PACKER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE 33 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 8, WITH THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5; AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 40.00 FEET AFORESAID (SAID SOUTH LINE BEING THE SOUTH LINE OF WEST 43RD STREET AS OPENED PURSUANT TO ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 26TH DAY OF MARCH, 1968) A DISTANCE OF 407.76 FEET TO A DEFLECTION POINT IN SAID SOUTH LINE WHICH IS 23.00 FEET EAST FROM THE WEST LINE OF SAID BLOCK 8; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 56.54 FEET TO A DEFLECTION POINT IN THE EAST LINE OF SOUTH PACKERS AVENUE AS OPENED PURSUANT TO SAID ORDINANCE PASSED ON THE 26TH DAY OF MARCH, 1968, WHICH POINT IS 80.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, AND 17.00 FEET WEST FROM SAID WEST LINE OF BLOCK 8, THENCE SOUTH ALONG A LINE WHICH IS 17.00 FEET WEST FROM AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 8 (SAID PARALLEL LINE BEING THE EAST LINE OF SOUTH PACKERS AVENUE AS OPENED PURSUANT TO SAID ORDINANCE PASSED ON THE 26TH DAY OF MARCH, 1968, AND AS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 31ST DAY OF DECEMBER, 1969, AS DOCUMENT NUMBER 21048001), A DISTANCE OF 258.66 FEET TO AN INTERSECTION WITH THE SOUTH LINE, EXTENDED WEST OF THE NORTH 1/2 OF THE 'EAST AND WEST' 30 FOOT STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID BLOCK 8, THENCE EAST ALONG SAID WESTWARD EXTENSIONS, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID 'EAST AND WEST' 30 FOOT STREET AND ALONG AN EASTWARD EXTENSION THEREOF A DISTANCE OF 447.75 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID 33 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 8; AND THENCE NORTH ALONG SAID SOUTHWARD EXTENSION AND ALONG THE EAST LINE OF THE SAID 33 FOOT STRIP OF LAND, A DISTANCE OF 298.60 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE 'EAST AND WEST' 30 FOOT STREET, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID BLOCK 8 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF BLOCK 11; AND COMPRISED ALSO OF PART OF THE 'NORTH AND SOUTH' 33 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 8, AND LYING EAST OF AND ADJOINING THE 'EAST AND WEST' STREETS AFORESAID. ALL IN PACKERS SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THRID PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE 33 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 8 AND 11 WITH THE SOUTH LINE OF THE NORTH 40.00 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5 (SAID SOUTH LINE BEING THE SOUTH LINE OF WEST 43RD STREET AS OPENED PURSUANT TO ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 26TH DAY OF MARCH, 1968); THENCE SOUTH ALONG THE EAST LINE OF SAID 33 FOOT STRIP 291.15 FEET TO THE POINT OF BEGINNING, BEING THE NORTH LINE OF THE SOUTH 1/2 OF SAID EAST/WEST 30 FOOT STREET EXTENDED EAST; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID STREET 430.75 FEET TO THE EAST LINE OF SOUTH PACKERS AVENUE (100 FT. PRIVATE STREET); THENCE SOUTH ALONG THE EAST LINE 7.5 FEET TO A POINT WHICH IS 338.56 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 5; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID STREET 430.75 FEET TO THE EAST LINE OF SAID 33 FOOT STRIP, SAID POINT BEING 298.60 FEET SOUTH OF THE POINT OF INTERSECTION OF THE EAST LINE OF THE 33 FOOT STRIP OF LAND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 8 AND 11 WITH THE SOUTH LINE OF THE NORTH 40.0 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5; THENCE NORTH 7.5 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.