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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/21/2014 12:30 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:
RONALD N. PRIMACK, ESQ.
Law Offices of Ronald N. Primack, LLC
18401 S. Maple Creek Drive, Suite 100
Tinley Park, Illinois 60477

FOR RECORDER'S USE ONLY

This Agreement prepared by
RONALD N. PRIMACK, ESQ.
Law Offices of Ronald N. Primack, LLC
18401 S. Maple Creek Drive, Suite 100
Tinley Park, Illinois 60477

SUBORDINATION AGREEMENT

This Subordination Agreement is executed as of January 17, 2014, among JYS Super Development, LLC, an Illinois limited liability company ("Landlord"), Super One Development, Inc., an Illinois corporation ("Tenant"), and Terry A. Smith, or his successor, as Trustee of the Terry A. Smith Declaration of Trust dtd 7/27/94 ("Lender").

RECITALS

1. Landlord owns certain real estate, more particularly described in Exhibit A attached hereto, and all the improvements thereon and appurtenances thereto (collectively, the "Premises").
2. Landlord and Tenant intend on entering into a lease demising the Premises for a period beginning February 1, 2014, and ending _____, 20__ (the "Lease").
3. Lender is making a loan (Loan) to Landlord that is secured by, among other instruments, (a) a Mortgage (Mortgage), which Mortgage is a first lien covering the Premises, and (b) an Assignment of Rents and Leases (Lease Assignment), which Lease Assignment is a first and prior assignment of all existing and future leases of the Premises, including the Lease.
4. Tenant, Landlord, and Lender desire to enter into certain agreements regarding the Mortgage, the Lease Assignment, and the Lease.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

FIDELITY NATIONAL TITLE

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1. Tenant covenants and agrees with Lender that, subject only to the rights of Tenant hereinafter set forth, all of Tenant's rights, title, and interest in and to the Premises, the Lease, and the leasehold estate created thereunder, are and shall be subject, subordinate, and inferior to (a) the lien and security interests of the Mortgage, the Lease Assignment, and all other security instruments securing payment of the Loan that from time to time cover or affect the Premises and (b) all right, title, and interest of Lender in the Premises and created by the Mortgage, the Lease Assignment, and any such other security instrument.

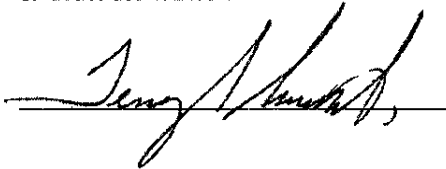
2. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

3. This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original but all of which, taken collectively, shall be deemed a single instrument, provided that this Agreement shall not be enforceable against any party hereto unless all parties hereto have executed at least one counterpart.

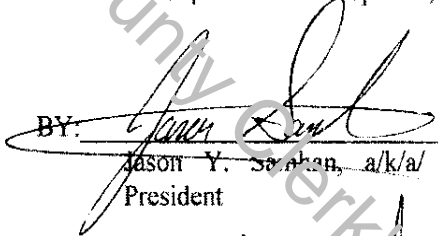
4. This Agreement, and all of the obligations of the parties arising hereunder, shall be governed, construed, and interpreted in accordance with the laws of the state in which the Premises are located (without giving effect to any "choice-of-law" principles that would require construction under the laws of a different jurisdiction), and the county in which the Premises are located shall be deemed a proper venue for any action arising hereunder or in connection herewith.

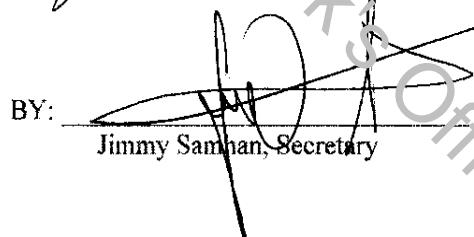
IN WITNESS WHEREOF, the parties hereto have caused this Subordination Agreement to be executed effective as of the date first above written.

LENDER: Terry A. Smith, or his successor,
as Trustee of the Terry A. Smith Declaration
of Trust dtd 7/27/94

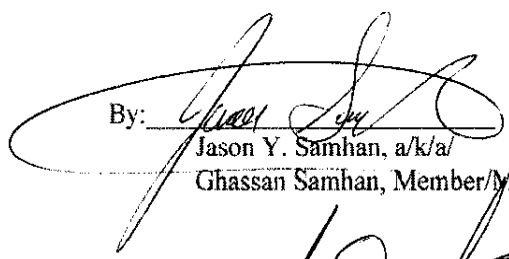


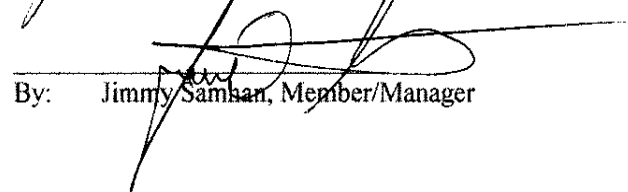
TENANT: Super One Development, Inc.

BY: 
Jason Y. Samhan, a/k/a/ Ghassan Samhan,
President

BY: 
Jimmy Samhan, Secretary

LANDLORD: JYS Super Development LLC

By: 
Jason Y. Samhan, a/k/a/
Ghassan Samhan, Member/Manager

By: 
Jimmy Samhan, Member/Manager

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

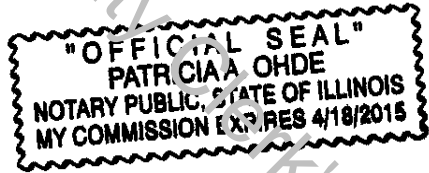
STATE OF Illinois)
COUNTY OF Cook) SS

On this 17th day of January, 2014 before me, the undersigned Notary Public, personally appeared Jimmy Samhan and Jason Y. Samhan, a/k/a Ghassan Samhan, the member/managers of JYS SUPER DEVELOPMENT, LLC, the limited liability company, who executed the SUBORDINATION AGREEMENT on behalf of the limited liability company and acknowledged the SUBORDINATION AGREEMENT to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this SUBORDINATION AGREEMENT and in fact executed the SUBORDINATION AGREEMENT on behalf of the limited liability company.

By Patricia A. Ohde
Notary Public

Residing at 6250 W 95th St
Oak Lawn, IL 60453

My commission expires 4/18/15



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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 17th day of January, 2014 before me, the undersigned Notary Public, personally appeared Jimmy Samhan and Jason Y. Samhan, a/k/a Ghassan Samhan, the Secretary and President, respectively SUPER ONE DEVELOPMENT, INC., the Illinois corporation, who executed the SUBORDINATION AGREEMENT on behalf of the corporation and acknowledged the SUBORDINATION AGREEMENT to be the free and voluntary act and deed of the corporation, by authority of statute, its articles of incorporation or its by-laws for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this SUBORDINATION AGREEMENT and in fact executed the SUBORDINATION AGREEMENT on behalf of the corporation.

By Patricia A. Ohde
 Notary Public

Residing at 4250 W. 95th St
Oak Lawn, IL 60453

My commission expires 4/18/15



Clerk's Office

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ACKNOWLEDGMENT

STATE OF Georgia)
) SS
 COUNTY OF Chatham)

On this 14 day of January, 2014 before me, the undersigned Notary Public, personally appeared Terry A. Smith, who executed the SUBORDINATION AGREEMENT not personally, but as Trustee of the Terry A. Smith Declaration of Trust dtd 7/27/94, as amended 9/11/2001 on behalf of the Trust and acknowledged the SUBORDINATION AGREEMENT to be the free and voluntary act and deed of the Trust, by authority of statute or the trust agreement for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this SUBORDINATION AGREEMENT and in fact executed the SUBORDINATION AGREEMENT on behalf of the Trust

By Susan B Nettles
 Notary Public

Residing at 20 Bark St
Savannah, Ga 31411

My commission expires 12/30/16

Susan B Nettles
 NOTARY PUBLIC
 Chatham County, GEORGIA
 My Comm. Expires
 12/30/2016

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EXHIBIT A

Lots 155 and 156 in O. Rueter and Company's Tinley Park Garden a subdivision of the South 60 acres of the West 1/2 of the Northeast 1/4 of Section 31, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 17651 Oak Park Avenue, Tinley Park, Illinois 60477.

PINs: 28-31-204-006-0000 and 28-31-204-007-0000.

Property of Cook County Clerk's Office

