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PREPARED BY:
William J Fink
IL 1-1145
10 S. Dearborn
Chicago, IL 60670

WHEN RECORDED RETURN TO:

Commercial Loan Services
IL1-1145 (Floor 7)
10 S. Dearborn
Chicago, IL 60670



Doc#: 1409744111 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/07/2014 04:24 PM Pg: 1 of 4

Stewart Title NTS Chicago
10 S. Riverside Plaza Suite 1400
Chicago, IL 60606
PH: 312-849-4400
File No: 1409744111

Ball



Subordination of Real Estate Lease

This agreement is dated as of March 13, 2014, by CERMAK PRODUCE NO. 15, INC. (the "Tenant"), whose address is 3604 West Grand Avenue, Chicago, IL 60651, 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 6623 DAMEN DB LLC and 6623 DAMEN ET LLC (collectively, the "Owner/Mortgagor") entered into a lease dated January 1, 2014 (the "Lease"), covering the following described real property (the "Premises"):

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

That part of the South 3.0 feet of Lot 1 and those parts of Lots 2, 4, 5, 7 and 8 lying East of the East line of Damen Avenue and West of the West line of Ridge Boulevard, as widened, all in the Subdivision of part of the South 50 rods of the North 70 rods of the West Half of the South East Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO,

Lots 1, 2, 3 and 4 in the Subdivision of that part of Lot 3, lying West of Ridge Road, of the Subdivision of part of the South 50 rods of the North 70 rods of the West Half of the South East Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, and also of the South 7 feet of land described as follows: Commencing at the East line of Henry and Clement Fortman at their partition line: running thence East 188 feet to Ridge Road: thence South 20 feet: thence West 188 feet of said Henry and Clement Fortman's East line: thence North 20 feet to the point of beginning, per plat thereof recorded in Book 62 of Records, Page 4G, as Document Number 2182258, in Cook County, Illinois.

ALSO:

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A parcel of land lying West of Ridge Boulevard as widened, and now used. East of the East line of Robey Street, South of and adjoining Lot 2 in the Subdivision of part of the South 50 rods of the North 70 rods of the West Half of the South East Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded February 1, 1888 in Book 27 of Plats, Page 42, as Document Number 918780, and North of and adjoining Lot 4 in the Subdivision of that part of the South 50 rods of the North 70 rods of the West Half of the South East Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as 6623 North Damen Avenue, Chicago, Illinois 60645,
Tax Parcel Identification No. 11-31-400-047; 11-31-400-013; 11-31-400-050; 11-31-400-034.

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:

1. 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;
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

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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 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:

CERMAK PRODUCE NO. 15, INC.

By: 

Dimitri Bousis President

Printed Name

Title

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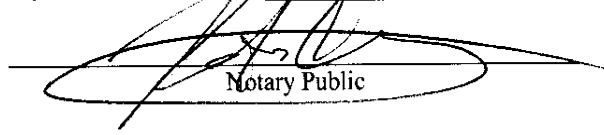
ACKNOWLEDGMENT

State of Illinois)
County of Cook) ss

I, Kostas Cios, a Notary Public in and for said County and State,
certify that Dimitri Bousis, a President of Cermak
Produce No 15 22a(n) Illinois corporation and _____
_____, a _____ of said _____, personally known to me to be the persons
whose names are subscribed to the foregoing instrument as such President 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 corporation
_____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of March, 2014

My Commission expires 7-3-2017


Notary Public



Property of _____ County Clerk's Office