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Doc#: 1415755069 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/06/2014 10:44 AM Pg: 1 of 7

Freedom Title Corporation
2260 Hicks Road
Suite 415
Rolling Meadows IL 60008

6714832
3/4

WHEN RECORDED MAIL TO:
RIDGESTONE BANK
500 ELM GROVE ROAD
SUITE 104
ELM GROVE, WI. 53122
ATTN: LOAN OPERATIONS DEPARTMENT

FOR RECORDER'S USE ONLY

LEASE SUBORDINATION AND ESTOPPEL AGREEMENT

THIS LEASE SUBORDINATION AND ESTOPPEL AGREEMENT (the "Agreement") is made this ____ day of May, 2014, by and among GEORGE MARATOS, whose address is 8640 W. Stolting Road, Niles, IL 60714 and NICK MARATOS whose address is 104 S. Merrill, Park Ridge, IL 60068 (George Maratos and Nick Maratos being hereinafter collectively referred to as the "Landlord"), PRO-MAR STAPLE & NAIL, INC. (the "Tenant"), whose address is 4508 N. Milwaukee Avenue, Chicago, IL 60630, and RIDGESTONE BANK, whose address is 13925 W. North Avenue, Brookfield, WI 53025 ("Lender").

WHEREAS, Lender has agreed to make a loan to Landlord and Tenant (all hereinafter collectively referred to as "Borrowers") in the original principal amount of \$1,300,000.00 (the "Loan"); and

WHEREAS, as security for repayment of the Loan, Landlord has executed and delivered to Lender, among other things, a Mortgage (the "Mortgage"), which is or will be recorded in the land records of Cook County, Illinois, granting Lender a lien on the real property and improvements thereon described in the attached Exhibit A, which is incorporated herein by this reference (the "Property"), and an Assignment of Rents (the "Assignment") which is or will be recorded in the land records of Cook County, Illinois, granting Lender a lien on, and the right to collect all rents and proceeds from the Property and further to manage and act in place of Landlord with respect to any and all tenants in the Property; and

WHEREAS, Landlord and Tenant each claims an interest in the Property by virtue of that certain lease made by and between Landlord and Tenant, dated _____ (together with any modifications, extensions or amendments thereto) (the "Lease"); and

WHEREAS, Lender has agreed to make the Loan to Borrower but only if, among other things, Landlord and Tenant each subordinates to the lien of the Mortgage any and all right, title, and interest that Landlord and/or Tenant now has or hereafter acquires in and to the Property.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. Landlord and Tenant each completely and unconditionally subordinates and subjects any and all right, title, lien, claim, and/or interest that Landlord and/or Tenant now has or hereafter may acquire in and to the Property, whether pursuant to the Lease or otherwise, to Lender's liens on and claims against the Property. Landlord and Tenant each agrees that this subordination shall apply to the full extent of all principal advanced on the Loan, together with all accrued and accruing interest and all other amounts secured by the Mortgage, including, without limitation, all attorneys' fees and costs incurred by Lender in connection with the Loan or the Property. Landlord and Tenant each agrees that the Mortgage and any and all claims or liens hereafter acquired by Lender in and to the Property are prior and superior to any and all right, title, lien, claim, and/or interest now held or hereafter acquired by Landlord and/or Tenant in and to the Property. This subordination shall extend to any and all increases, renewals, extensions, modifications, substitutions, and consolidations of the Mortgage, of the Loan, and of any other documents evidencing or securing the Loan, and Lender may, without notice or demand and without affecting the subordination hereunder, (a) renew, compromise, extend, accelerate or otherwise change the time for payment or the terms of the Loan or any part thereof, including increasing or decreasing the interest thereon, (b) waive or release any part of Lender's lien on the Property, (c) apply proceeds from the sale of the Property and direct the order or manner of sale thereof as Lender, in its discretion, may determine, and (d) assign its rights hereunder or under the Loan, or both, in whole or in part.
2. Landlord and Tenant each acknowledges that the Loan would not have been made by Lender without the giving of this Agreement by Landlord and Tenant and each further acknowledges that Lender is relying upon this Agreement in making the Loan.
3. Any transfer or encumbrance of the Lease or Landlord's or Tenant's interest therein shall be subject to the terms of this Agreement. Landlord hereby agrees to notify any purchaser, assignee or encumbrancer of the Property of the terms of this Agreement.
4. Landlord and Tenant each represents and warrants that:
 - (a) The Lease (together with any exhibits, addenda, amendments or other attachments thereto, if any) is a commercial lease, is in full force and effect and has not otherwise been amended or modified in any way, and there are no documents or written agreements between Landlord and Tenant with respect to the subject matter of the Lease, except those disclosed herein.
 - (b) Landlord's and Tenant's respective interests under the Lease have not been, and will not be, assigned, pledged or otherwise transferred, whether for purposes of security or otherwise, without the prior written consent of Lender, and Landlord and Tenant each has all the requisite power and authority to enter into this Agreement.
 - (c) Under the Lease, Landlord and Tenant each will faithfully perform their respective obligations.
 - (d) The rent payable under the Lease has not been waived, discounted, compromised, setoff or paid more than one (1) month in advance.
 - (e) No uncured event of default or breach on the part of either Landlord or Tenant has occurred under the Lease, and no event has occurred which gives either Landlord or Tenant the right to terminate the Lease.
 - (f) All subleases and any future assignments of the Lease are fully subordinate to any Mortgage, mortgage or other encumbrance now or hereafter placed by Landlord upon the Property or to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof.
5. Landlord and Tenant each covenants and agrees that:
 - (a) Tenant will not pay, and Landlord will not accept, any installment of rent or any part thereof more than (1) month in advance.

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(b) No extension or modification of the Lease shall be of any force or effect unless Lender has specifically consented thereto in writing.

(c) Lender may enter upon the Property and inspect the same at any reasonable time, with or without notice to Landlord and or Tenant.

(d) Landlord and Tenant will at any time and from time to time execute, deliver and acknowledge to Lender or to any third party designated by Lender, within thirty (30) days following Lender's written request therefor, a statement in writing certifying whether the Lease is in full force and effect, that neither Landlord nor Tenant is in default thereunder (or specifying any defaults by Landlord or Tenant which the other alleges), that rent has not been prepaid or accepted more than one (1) month in advance, and specifying any further information about the Lease or the Property which Lender or such third party may reasonably request.

(e) Landlord and Tenant will give Lender a copy of any notice of default under the Lease served upon the other at the time of such service. If Landlord or Tenant shall have failed to cure such default within the time provided for in the Lease, then Lender shall have an additional thirty (30) days to cure such default or if such default cannot be cured within such additional thirty (30) days, then such additional time as may be necessary to cure such default if, within the additional thirty (30) days, Lender has commenced and is diligently pursuing remedies necessary to cure the default (including, but not limited to, commencement of foreclosure proceedings if necessary to effect such cure); provided, however, that Lender is under no obligation to cure or attempt to cure any such default and would undertake to cure such default in Lender's sole discretion. The Lease shall not be terminated while Lender is pursuing such remedies, and the cure of any default by Lender shall have the same effect and be treated as a cure by Landlord or Tenant.

6. Notwithstanding anything to the contrary in this Agreement, Lender and its successors and/or assigns shall not, by virtue of this Agreement, be or become subject to any liability or obligation to either Landlord or Tenant under the Lease or otherwise, unless Lender or its successors and/or assigns shall obtain title to the Property, by foreclosure or otherwise. Furthermore Lender or any other purchaser in acquiring the interests of Landlord as a result of any such foreclosure or other proceeding, and its respective successors and/or assigns, shall not be: (a) liable for any act or omission of Landlord, (b) subject to any offsets or defenses which Tenant might have against Landlord, (c) bound by any amendment or modification of the Lease made without Lender's or such other purchaser's prior written consent, (d) bound by or responsible for any security deposit paid by Tenant unless Landlord transfers such security deposit to Lender or such other purchaser, (e) bound by or responsible for or affected by any purchase option contained in the Lease, which provisions shall be of no force or effect upon Lender or such other purchaser, and (f) bound by or responsible for any other term or provision of the Lease which is personal to Landlord or which may not reasonably be performed by Lender or such other purchaser in the ordinary course of business.

7. Notwithstanding anything to the contrary in this Agreement, Lender does not assume any responsibility or liability for any acts or conduct by any other person, including but not limited to, a purchaser at foreclosure or trustee's sale or a grantee under a deed in lieu of foreclosure.

8. The parties agree that if any notice or demand is required or permitted by this Agreement, the Lease, or any proceeding involving the foreclosure or attempt to foreclose pursuant to the Mortgage, then it will be sufficient if such notice or demand is in writing and either mailed, postage prepaid, by certified, registered or express mail, return receipt requested, or delivered in person to the appropriate address set forth above, and such notice or demand shall be deemed to have been given or served upon receipt or refusal to accept receipt. Any party may change its address by giving at least thirty (30) days' advance notice of such change to the other parties in accordance herewith.

9. No amendment or modification of this Agreement shall be valid or binding unless in writing, signed by the party or parties to be bound thereby.

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10. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Lender, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

11. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

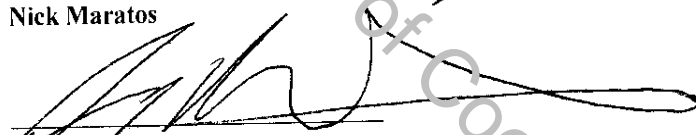
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

LANDLORD:



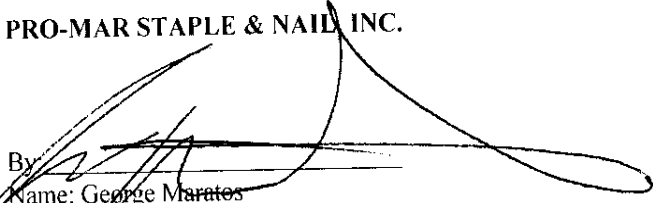
Nick Maratos



George Maratos


TENANT:

PRO-MAR STAPLE & NAIL INC.

By: 
Name: George Maratos
Title: President

LENDER:

RIDGESTONE BANK

By: 
Name: Lucia Guerra
Its: RUP

Property of Cook County Clerk's Office

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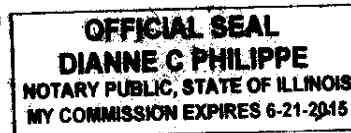
STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

On this 28th day of May, 2014, 2014 before me, a Notary Public in and for said County and State, NICK MARATOS, to me personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Dianne C Philippe
NOTARY PUBLIC

My Commission Expires:

6/21/15



STATE OF ILLINOIS)
)
COUNTY OF Cook) SS.

On this 28th day of May, 2014, 2014 before me, a Notary Public in and for said County and State, GEORGE MARATOS, to me personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Dianne C Philippe
NOTARY PUBLIC

My Commission Expires:

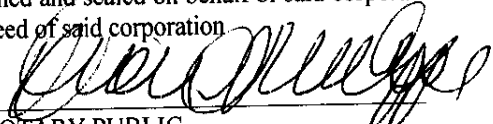
6/21/15



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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

On this 28th day of May, 2014 before me, a Notary Public in and for said County and State, appeared George Martos, to me personally known, who being by me duly sworn, did say that he is the President of Pro-Mar Staple & Mail, Inc. and that the foregoing instrument was signed and sealed on behalf of said corporation and that he acknowledged the foregoing instrument to be the free act and deed of said corporation.


NOTARY PUBLIC

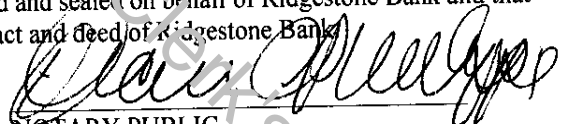
My Commission Expires:

6/21/15



STATE OF ILLINOIS)
COUNTY OF Cook) SS.

On this 28th day of May, 2014 before me, a Notary Public in and for said County and State, appeared Lucia Guerra, to me personally known, who being by me duly sworn, did say that she is a AVP of Ridgestone Bank and that the foregoing instrument was signed and sealed on behalf of Ridgestone Bank and that he/she acknowledged the foregoing instrument to be the free act and deed of Ridgestone Bank.


NOTARY PUBLIC

My Commission Expires:

6/21/15



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LOT 7 IN BLOCK 8 IN SUNNYSIDE ADDITION TO JEFFERSON PARK, A SUBDIVISION OF THAT PART OF LOT 5 AND THE SOUTH 1/2 OF LOT 4 LYING NORTHEAST OF MILWAUKEE AVENUE, ALSO THAT PART OF LOT 2 LYING SOUTHWEST OF RAILROAD IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: LOTS 8 AND 9 IN SUBDIVISION OF THAT PART LYING WEST OF MILWAUKEE AVENUE OF LOT 5 IN SCHOOL TRUSTEES' SUBDIVISION OF EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16, 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 4505 N. Milwaukee Avenue, Chicago, IL 60630 and 4508 N. Milwaukee Avenue, Chicago, IL 60630

Permanent Tax Identification Numbers: 13-16-218-004
13-16-121-018

Property of Cook County Clerk's Office