

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Dykema Gossett PLLC  
10 South Wacker Drive  
Suite 2300  
Chicago, Illinois 60606  
Attn: Diana Y. Tsai, Esq.

THIS DOCUMENT PREPARED BY:

Dykema Gossett PLLC  
10 South Wacker Drive  
Suite 2300  
Chicago, Illinois 60606  
Attn: Diana Y. Tsai, Esq.

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Space above for Recorder's Use

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**SUBORDINATION AGREEMENT - LEASE**

This Subordination Agreement – Lease (this "Subordination Agreement") is made as of August 18, 2014, by and among J.L. Gonzalez Produce, Inc., an Illinois corporation ("Lessee"), and JLG Properties, LLC, an Illinois limited liability company ("Lessor"), in favor of Bank of America, N.A. ("Bank").

**Factual Background**

A. Lessor and Lessee have entered into a lease agreement dated as of July 1, 2013 (as amended, restated, modified or supplemented and in effect from time to time, the "Lease"), covering certain premises located at 2404 South Wolcott Avenue, Units 1-7, Chicago, Illinois 60608 ("Property"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the mortgagee under that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of even date herewith made by Lessor in favor of Bank (as amended, restated, modified or supplemented and in effect from time to time, the "Mortgage"), which Mortgage will be recorded with the Cook County, Illinois Recorder of Deeds, encumbering the Property. The Mortgage secures certain obligations to Bank as more particularly described therein (the "Secured Obligations").

C. It is a condition to Bank's extending the Secured Obligations that the lien of the Mortgage shall at all times be senior and prior to the interest of Lessee under the Lease.

**Agreement**

Therefore, Lessor and Lessee agree for the benefit of Bank as follows:

1. The lien of the Mortgage, and any renewals, extensions, modifications and supplements thereto, shall unconditionally be and remain at all times a lien or charge on the Property

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prior and superior to the Lease, to the leasehold estate created thereby, and to all rights and privileges of Lessee thereunder.

2. The Bank would not extend the Secured Obligations without this Subordination Agreement.

3. Lessee consents to and approves of all provisions of the Secured Obligations and the Mortgage, as the same may be amended from time to time.

4. Lessee intentionally and unconditionally waives, relinquishes and subordinates its interests under the Lease in favor of the lien of the Mortgage and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan or other credit accommodation will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

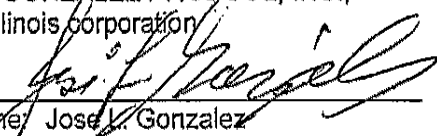
*[Remainder of page intentionally left blank; signature page follows]*

Property of Cook County Clerk's Office

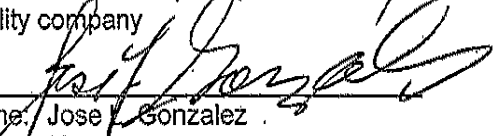
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IN WITNESS WHEREOF, the undersigned have executed this Subordination Agreement as of the day and year first above written.

LESSEE: J.L. GONZALEZ PRODUCE, INC.,  
an Illinois corporation

By:   
Name: Jose L. Gonzalez  
Title: President

LESSOR: JLG PROPERTIES, LLC, an Illinois limited liability company

By:   
Name: Jose L. Gonzalez  
Title: Manager

[All signatures must be acknowledged]

Property of Cook County Clerk's Office

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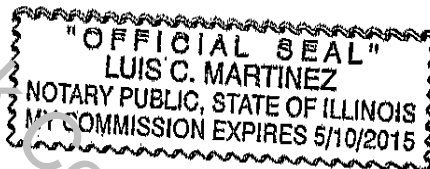
## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, LUIS C. MARTINEZ a notary public in and for said County, in the State aforesaid, do hereby certify that Jose L. Gonzalez, personally known to me to be the President of J.L. Gonzalez Produce, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument and caused the corporation seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 18<sup>th</sup> day of August, 2014.

[Signature]  
\_\_\_\_\_  
Notary Public  
Commission expires: \_\_\_\_\_

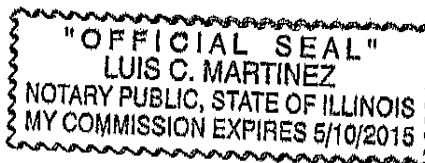


STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, LUIS C. MARTINEZ a notary public in and for said County, in the State aforesaid, do hereby certify that Jose L. Gonzalez, personally known to me to be the Manager of JLG Properties, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this 18<sup>th</sup> day of August, 2014.

[Signature]  
\_\_\_\_\_  
Notary Public  
Commission expires: \_\_\_\_\_



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## EXHIBIT A

**PARCEL 1:** UNITS 1, 2, 3, 4, 5, 6 AND 7 IN CHICAGO INTERNATIONAL PRODUCE MARKET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

**TRACT A:** LOTS 1 THROUGH 15 BOTH INCLUSIVE, (EXCEPTING THERE FROM THE WEST 65 FEET OF THE SOUTH 15 FEET OF LOT 2 AND THE WEST 15 FEET OF LOTS 3 THROUGH 15, BOTH INCLUSIVE), AND LOTS 16, 17, AND 18 (EXCEPTING THERE FROM THE WEST 100 FEET THEREOF), ALL IN BLOCK 13; AND LOTS 19 AND 34 BOTH INCLUSIVE, AND LOT 35 (EXCEPTING THERE FROM THE NORTH 80.4 FEET OF THE EAST 30 FEET THEREOF) AND LOT 36 (EXCEPTING THERE FROM THE EAST 80 FEET THEREOF) ALL IN BLOCK 12, ALL SAID LOTS AND BLOCKS BEING IN S. J. WALKER'S DOCK ADDITION TO CHICAGO BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

**TRACT B:** THE WESTERLY 1/2 OF CANAL "C" LYING EAST OF AND ADJOINING LOTS 19 TO 35, BOTH INCLUSIVE, (EXCEPTING THERE FROM THE NORTH 80.4 FEET OF THE WESTERLY 1/2 OF CANAL "C" LYING EAST OF AND ADJOINING THE NORTH 80.4 FEET OF LOT 35), ALL IN BLOCK 12 IN S. J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 NORTH OF RIVER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**TRACT C:** ALL THAT PART OF VACATED SOUTH WOLCOTT AVENUE DESCRIBED AS FOLLOWS: LYING WEST OF THE WEST LINE OF LOTS 19 TO 35, BOTH INCLUSIVE, IN BLOCK 12 AFORESAID LYING EAST OF THE EAST LINE OF LOTS 1 TO 18, BOTH INCLUSIVE, IN BLOCK 13 AFORESAID, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF LOT 36 IN BLOCK 12 FROM A POINT WHICH IS 38.89 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 36 AS MEASURED ALONG THE WEST LINE OF SAID LOT 36, SAID RIGHT ANGLE LINE EXTENDED WEST TO THE EAST LINE OF LOT 1 IN BLOCK 13 AND LYING NORTH AND NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 19 IN BLOCK 12 TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 13 AFORESAID; SAID VACATED STREET BEING FURTHER DESCRIBED AS THAT PART OF SOUTH WOLCOTT AVENUE LYING BETWEEN A RIGHT ANGLE LINE DRAWN FROM THE EAST LINE OF SOUTH WOLCOTT AVENUE FROM A POINT 38.89 FEET SOUTH OF THE SOUTHEASTERLY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD AND THE NORTHWESTERLY LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS VACATED BY VACATION ORDINANCE, RECORDED OCTOBER 4, 2000 AS DOCUMENT NUMBER 00778090.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020271499, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:** THE RIGHT TO USE OF U1-A THROUGH U7-A, EXCLUSIVE LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0020271499.

**PARCEL 3:** EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY AGREEMENT RECORDED OCTOBER 19, 1979 AS DOCUMENT NUMBER 25201753 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, UNDER TRUST NUMBER 44760, AND EDWARD HINES LUMBER CO., A CORPORATION OF DELAWARE, OVER THE FOLLOWING DESCRIBED PROPERTY: AN EASEMENT 22 FEET IN WIDTH LYING 11 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEING THAT PART OF LOTS 16, 17 AND 18 IN BLOCK 13 IN S.J. WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE

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THIRD PRINCIPAL MERIDIAN WHICH LIES NORTH OF THE WEST BRANCH OF THE SOUTH BRANCH OF THE CHICAGO RIVER DESCRIBED AS FOLLOWS:

NOTE: THE WEST LINE OF AFORESAID LOTS 16 ,17 AND 18 CONSIDERED AS BEARING DUE NORTH FOR THE FOLLOWING COURSES: COMMENCING AT THE NORTHWEST CORNER OF AFORESAID LOT 16, THENCE NORTH 89 DEGREES 54 MINUTES EAST IN ITS NORTH LINE, A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING OF THE AFORESAID CENTER LINE; THENCE SOUTH IN AFORESAID CENTER LINE A DISTANCE OF 347.0 FEET TO MANHOLE; THENCE SOUTH 25 DEGREES 49 MINUTES WEST IN AFORESAID CENTER LINE A DISTANCE OF 71.50 FEET TO THE END OF THE SEWER BEING IN THE WESTERLY FACE OF STEEL SHEETING, IN COOK COUNTY, ILLINOIS.

PINS: 17-30-209-017-1001; 17-30-209-017-1002; 17-30-209-017-1003; 17-30-209-017-1004; 17-30-209-017-1005; 17-30-209-017-1006; AND 17-30-209-017-1007.

COMMONLY KNOWN AS 2404 S. WOLCOTT AVE., UNITS 1-7, CHICAGO, IL 60608-5300