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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/21/2016 11:07 AM Pg: 1 of 5

PREPARED BY:
Judith A. Gathard
IN1-0128
1 E. Ohio Street
Indianapolis, IN 46277

WHEN RECORDED RETURN TO:
Dealer Commercial Services
IN1-0128
1 E. Ohio Street
Indianapolis, IN 46277

8963229 CT 1042 NWC

* The signatures on this document are
Copies ~~not originals~~ AND not originals.



Subordination of Real Estate Lease

This agreement is dated as of APRIL 27, 2015, by First Family Inc. (the "Tenant"), whose address is 1401 West Dempster Street, Park Ridge, IL 60068, and delivered to JPMorgan Chase Bank, N.A. and its successors and assigns (the "Bank"), whose address is 10 South Dearborn, Floor 39, Chicago, IL 60603.

The Tenant and Dempster Development L.P., an Illinois limited partnership (the "Owner/Mortgagor") have entered into or may hereafter enter into one or more oral or written leases (collectively, the "Lease"), covering the following described real property (the "Premises"):

Located in the City of Park Ridge, County of Cook, State of Illinois:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 200.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4, 200.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4, 200.0 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE NORTH ALONG SAID EAST LINE 200.0 FEET TO PLACE OF BEGINNING,

EXCEPT THAT PART OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

DONE AT CUSTOMER'S REQUEST

SPSS INTL
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BEGINNING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 200 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 50.04 FEET TO A POINT ON A LINE LYING 50.0 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHWEST 1/4; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 134.96 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 20.80 FEET TO A POINT ON A LINE LYING 50.0 FEET WESTERLY OF AND PARALLEL WITH THE AFORESAID EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 134.96 FEET TO A POINT; THENCE EAST PARALLEL WITH THE AFORESAID NORTH LINE OF THE NORTHWEST 1/4 A DISTANCE OF 50.04 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4; THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART PREVIOUSLY DEDICATED OR USED FOR HIGHWAY PURPOSES), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN DEMPSTER-WESTERN RESUBDIVISION OF THAT PART OF LOT 55 IN ALFINI AND RIZZO'S RESUBDIVISION OF ALL OF LOTS AND BLOCKS TOGETHER WITH VACATED STREETS, IN GREENWOOD TERRACE, UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 55 AND PASSING THROUGH A POINT WHICH IS 298.73 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 55, ACCORDING TO THE PLAT OF SAID DEMPSTER-WESTERN RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS, ON DECEMBER 7, 1967 AS DOCUMENT LR2363161.

PARCEL 3:

LOT 55 (EXCEPTING THEREFROM THAT PART THEREOF LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 55 AND PASSING THROUGH A POINT WHICH IS 298.73 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 55) IN ALFINI AND RIZZO'S RESUBDIVISION OF ALL OF LOTS AND BLOCKS, TOGETHER WITH VACATED STREETS IN GREENWOOD TERRACE, UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ALFINI AND RIZZO'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 2, 1959 AS DOCUMENT LR1852542, IN COOK COUNTY, ILLINOIS.

Commonly known as 1301 and 1401 West Dempster Street, Park Ridge, Illinois 60068,
Tax Parcel Identification No. 09-23-105-015-0000, 09-23-105-033-0000, 09-23-105-034-0000.

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 all of its now and hereafter existing 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. No rent has been paid nor will it be paid more than thirty (30) days in advance of its due date;
3. 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;

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4. 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;
5. 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;
6. 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;
7. 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
8. 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.
9. 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 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.

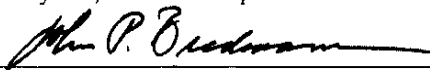
WAIVER OF SPECIAL DAMAGES. THE TENANT WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

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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:

First Family Inc., an Illinois corporation

By: 

John P. Bredemann, President

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ACKNOWLEDGMENT

State of IL)

County of Cook) ss

I, TANA C SCHUSTER

MB

John P, a Notary Public in and for said County and State, certify that ~~Joseph J. Bredemann~~, the ~~Vice~~ President of First Family Inc., an Illinois corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his 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 27 day of April, 20 15

My Commission expires: _____

Tana C Schuster
Notary Public



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