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RHSP Fee: \$9.00 RPHF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/26/2016 03:33 PM Pg: 1 of 8

Prepared by and when recorded
Return to:

Michael A. Durlacher, Esq.
1835 Larkin Ave
Elgin IL 60123

RECORDER'S STAMP

SUBORDINATION AGREEMENT.

THIS SUBORDINATION AGREEMENT (this "Subordination") is made as of the 29th day of December, 2015, by **ABT Owners 1, L.P.**, its successors and assigns (herein called "Lien Holder"), to **Evergreen Bank Group** (herein called "Lender"), and is consented and agreed to by **Wok N Fire South Barrington LLC** (herein called "Borrower").

RECITALS:

A. Borrower and Lender are entering into a Note (herein called the "Note") whereby Lender is making a loan (herein called the "Loan") in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) to Borrower, secured by a Note, Security Agreement, Guaranty from Guarantor to Lender, and other loan documents, as the same may be modified, amended and/or restated from time to time (the "Loan Documents"), with respect to the ownership interests of Borrower and all other collateral identified in the Security Agreement (herein called the "Collateral").

B. Borrower and Lien Holder acknowledge the Lien Holder's landlord's lien on and security interest of Landlord for the payment of all rent and other sums agreed to be paid pursuant to the Lease between the Borrower and Lien Holder is secured by a UCC Financing Statement filed May 10, 2013 as Document 1313029060 with the Cook County Recorder of Deeds and Document No. 18243644 with the Illinois Secretary of State and assignment of said UCC Financing Statement filed April 22, 2015 as Document No. 1511219138 with the Cook County Recorder of Deeds by the Lien Holder against the Borrower.

C. Lender requires as a condition to its consent to the making of the Note and the Loan Documents that Lien Holder and Borrower execute this Subordination Agreement.

Subordination Agreement

PRECISION TITLE EV601916-1 ACCOMMODATION

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AGREEMENT

For good and valuable consideration the parties hereto agree as follows:

1. **Subordination of UCC Financing Statement.** The Lien Holder, and any and all liens, rights and interests (whether choate or inchoate and including, without limitation, all interest and penalties thereunder and under applicable law) owed, claimed or held, by Lien Holder except the following shall be excluded from subordination: equipment and personal property left in the Premise not in excess of \$239,260, are and shall be in all respects subordinate and inferior to the liens and security interests created, or to be created, for the benefit of the Lender, and securing the repayment of the Note and the performance of the obligations under the Loan Documents and all renewals, extensions, increases, supplements, amendments, modifications or replacements thereof.
2. **Termination.** At such time as the Loan is paid in full and the Loan Documents are released or assigned of record, this Subordination shall terminate.
3. **No Exercise of Rights.** Lien Holder shall not exercise any rights it may have under the Lease between the Borrower and Lien Holder, Security Agreement or UCC Financing Statement with respect to a foreclosure of security or other realization on the obligations under the Lease or any other liabilities of Borrower by virtue of any agreements, rights or obligations arising under this Subordination Agreement.
4. **Loan Event of Default.** Regardless of any of event of default under the Loan Documents, Borrowers obligations and liabilities under the Lease shall continue and not be otherwise affected pursuant to this Agreement other than stated herein.
5. **Modifications, Amendments, Etc.** This Agreement shall not be modified except as consented to in writing by Lender.
6. **Liability.** This Subordination shall be binding upon and inure to the benefit of the Lien Holder and its predecessors, successors and assigns forever.
7. **Inapplicable Provisions.** If any term, covenant or condition of this Subordination is held to be invalid, illegal or unenforceable in any respect, this Subordination shall be construed without such provision.
8. **Duplicate Originals, Counterparts.** This Subordination may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Subordination may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement. The failure of any party hereto to execute this Subordination, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

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

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

LIEN HOLDER:
ABT OWNER 1, L.P. a Delaware limited partnership

LENDER:
EVEGREEN BANK GROUP

By: ABT Owners 1 GP. L.L.C, a Delaware limited liability Company, Its General Partner

By: Starwood Retail Property Management LLC, a Delaware limited liability company, as its agent and authorized signatory

By: F. Scott Ball, President and Chief Operating Officer

By: [Signature]
Name: MICHAEL R. CHODU
Its: GENERAL VICE PRESIDENT

BORROWER:
WOK N FIRE SOUTH BARRINGTON LLC

By: [Signature]
Name: SIRI LANPOUTHAKOUN
Its: MEMBER (SOUTH BARRINGTON)

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that F. Scott Ball, the authorized agent of **ABT OWNER 1, L.P, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said **ABT OWNER 1, L.P** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of December, 2015.

Renee T Rivers-Proby
Notary Public



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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that SIRI LANPOUTHAKUN, the MEMBER of **WOK N FIRE SOUTH BARRINGTON LLC, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such MEMBER, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said **WOK N FIRE SOUTH BARRINGTON LLC** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11 day of JANUARY, 2015.



 Notary Public

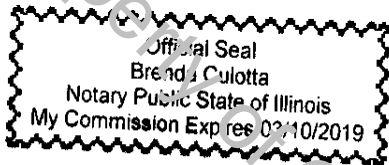
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that Mike Chock, the SVP of **EVERGREEN BANK GROUP, an Illinois banking corporation**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of **EVERGREEN BANK GROUP**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of December, 2015.



Brenda Culotta
Notary Public

Properly Cook County Clerk's Office

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LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1 AND 3 IN ARBORETUM OF SOUTH BARRINGTON, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 2007 AS DOCUMENT 0721115054, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 7 IN ARBORETUM OF SOUTH BARRINGTON SECOND RESUBDIVISION, BEING A RESUBDIVISION OF LOT 6 IN ARBORETUM OF SOUTH BARRINGTON FIRST RESUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2008 AS DOCUMENT NO. 0812122096, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 8, 9, 10, 11, 12 AND 13 IN ARBORETUM OF SOUTH BARRINGTON THIRD RESUBDIVISION, BEING A RESUBDIVISION OF LOT 8 IN ARBORETUM OF SOUTH BARRINGTON SECOND RESUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2012 AS DOCUMENT NO. 1225729066, IN COOK COUNTY, ILLINOIS.

A/K/A

LOTS 1 AND 3 IN ARBORETUM OF SOUTH BARRINGTON, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 2007 AS

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DOCUMENT 0721115094 IN COOK COUNTY, ILLINOIS.

LOTS 7 AND 8 IN THE ARBORETUM OF SOUTH BARRINGTON, SECOND RESUBDIVISION, BEING A RESUBDIVISION OF LOT 6 IN ARBORETUM OF SOUTH BARRINGTON FIRST RESUBDIVISION, IN PARTS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2008 AS DOCUMENT 0812122096 IN COOK COUNTY, ILLINOIS.

PINS:

- 01-33-209-002-0000
- 01-33-209-006-0000
- 01-33-209-007-0000
- 01-33-209-013-0000
- 01-33-209-014-0000
- 01-33-209-015-0000
- 01-33-209-016-0000

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