## **UNOFFICIAL COPY**

#### PREPARED BY:

Law Offices of Todd E. Kobernick 2448 Historic Decatur Road, Suite 220 San Diego, California 92106

#### WHEN RECORDED MAIL TO:

SomerCor 504, Inc. 601 South LaSalle, Ste. 510 Chicago, IL 60605 Attn: Mickey Maslic

SBA Loan #.

8361405006

SBA Loan Name

L. Robinson & Associates Inc.

Note Maturity:

7 years

Doc#: 1613129014 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 05/10/2016 11:48 AM Pg: 1 of 4

### SFACE ABOVE THIS LINE FOR RECORDERS USE ONLY

45 1563439

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PROPINTY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 29<sup>th</sup> day of April, 2016, by Lamont J. Robinson, Jr. owner of the land hereinafter described and hereinafter referred to as "Owner", and L. Robinson & Associates, Inc. present owner and holder of the leasehold estate created by the lease hereinafter described and Jereinafter referred to as "Lessee";

#### WITNESSETH

THAT WHEREAS, Lamont J. Robinson, Jr., as lessor, executed a lesse, dated 01/01/2016, covering:

5050 S. Indiana Street, Chicago, IL 60615 more formally described in Exhibit "A" attached hereto.

in favor of L. Robinson & Associates, Inc., as lessee; and

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the surr of \$150,000.00, dated 04/29/2016 in favor of SomerCor 504, Inc. hereinafter referred to as "Lender", payable with interest a to upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage last above in ntioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lease above described and to leasehold estate created thereby; and

WHEREAS, Lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon said land prior and superior to the lease above described and to the leasehold estate created thereby and provided that Lessee will specifically and unconditionally subordinate and subject the lease above described, the leasehold estate created thereby together with all rights and privileges of Lessee there under, to the lien or charge of the mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Lessee is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lease above described and to the leasehold estate created thereby.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

H

Old Republic Title 9601 Southwest Highway Oak Lawn, IL 60453

1613129014 Page: 2 of 4

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- That said mortgage securing said note in favor of Lender, and any renewals and extensions thereof, shall unconditionally be and remain at all times a lien or charge on the land described therein, prior and superior to the lease above described, to the leasehold estate created thereby and to all rights and privileges of Lessee thereunder, and said lease, the leasehold estate created thereby together with all rights and privileges of Lessee thereunder is hereby subjected, and made subordinate, to the lien or charge of the mortgage in favor of Lender.
- (2) That Lender would not make its loan above described without this subordination agreement.
- That this agreement shall be the whole and only agreement with regard to the subjection and subordination of the lease above described and the leasehold estate created thereby together with all rights and privileges of Lessee thereunder to the lien or charge of the mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the lease and the mortgage hereinbefore specifically described, any prior agreement as to such subjection or subjection, including, but not limited to, those provisions, if any, contained in the lease above described, which provide for the subjection or subordination of said lease and the leasehold estate created thereby to a deed or deeds of trust or to a mortgage or mortgages.

Lessee declares, agrees and acknowledges that

- (a) he consents to and approves (i) all provisions of the note and mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's Loan;
- (b) Lender in making disburgaments pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part, and
- He intentionally and unconditionally waives, relinquishes, subjects and subordinates the lease above described, the leasehold estate created thereby together with all rights and privileges of Lessee thereunder in favor of the lien or charge upon said land of the mortgage in favor of Lender above referred to and understand that in reliance upon, and in consideration of, this waiver, relinquishment, subjection and subordination specific loans and advances are being and 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, subjection and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Lessee

L. Robinson & Associates, Inc.

By: Agmit J. Mar.

Lamont J. Robinson, Jr., President

By: Agmit J. Mar.

Lamont J. Robinson, Jr.

Lamont J. Robinson, Jr.

Mary E. Robinson, Secretary

(All signatures must be acknowledged)

1613129014 Page: 3 of 4

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Title of Docume	ent: <u>Subordination Agreement</u>
Number of Pag	es: <u>2</u>
Date: <u>04/29/2</u>	<u>2016</u>
On the undersigned appeared known to me whose name he/she/(fney signature(s) individual(s)  OFFIC RHEAL NOTARY PUBLIC	$\frac{\text{line}(s)}{\text{cool}}$ $\frac{\text{cool}}{\text{cool}}$ day of $\frac{\text{Apr. }   \text{ in the year } 2016$ before me, the

1613129014 Page: 4 of 4

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#### LEGAL DESCRIPTION

LOT 21 (EXCEPT THE NORTH 1 FOOT THEREOF) IN BLOCK 6 IN DERBY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 Idress commonly kno 050 S indiana Thicago, It.

PIN#: 20-10-1/20-018-0000 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.