RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

U.S. Bank National Association, 9918 Hibert Street, Suite 301 San Diego CA 92131



Doc# 1703410141 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/03/2017 12:34 PM PG: 1 OF 4

Space Above this Line for Recorder's Use

SUBORDINATION OF LEASE

THIS SUBORDINATION OF LEASE is made by Unlimited Freight Inc ("Tenant") as of the date set forth below.

Tenant and Dixie Highway Property LLC ("Landlo d") are parties to a lease dated January 20, 2017 (the "Lease"), covering premises (the "Premises") which are located on the real property legally described as

LOT 1, THE NORTH 1/2 OF LOT 2, AND ALL OF LOT 4 AND THE NORTH 1/2 OF LOT 5 IN BLOCK 6 IN ANDERSON'S DIXIE HIGHWAY SUBDIVISION OF THE SOUTH 60.65 ACRES LYING WEST OF OLD VINCENNES ROAD OF THE WEST 1/2 OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

and made a part hereof, having an address of 16200 Leavitt Avenue, Markham, II. 60428 and a property tax identification numbers of 29-19-129-001-0000, 29-19-129-004-0000, 29-19-129-008-0000 and 29-19-129-010-0000.

U.S. BANK NATIONAL ASSOCIATION ("Bank") has made or may make a loan or loans to Landlord directly or indirectly secured by one or more mortgages or deeds of trust covering the Premises (as modified, supplemented, renewed, extended, consolidated, increased or replaced from time to time, and which mortgages or deeds(s) of trust may secure future advances made by Bank, collectively the "Mortgage/Deed of Trust").

As a condition to any such loan, Bank has required that the Lease be subordinate to the Mortgage/Deed of Trust.

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UNOFFICIAL COPY

Tenant hereby covenants that the Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant in and to the Premises, including but not limited to any option or right of first refusal to purchase all or any portion of the Premises, or any acquisition of title to the Premises or any portion thereof by Tenant while the Mortgage/Deed of Trust may be in effect, are and shall be subject and subordinate in all respects to the Mortgage/Deed of Trust and Bank's right, title and interest in the Premises, to any increases in the amounts secured by the Mortgage/Deed of Trust, and to any renewals, modifications, restatements, replacements, consolidations and extensions thereof. Tenant further acknowledges and agrees that in the event of foreclosure of the Mortgage/Deed of Trust, or in the event that Bank shall acquire the Premises by conveyance in lieu of foreclosure of the Mortgage/Deed of Trust, the Lease shall be terminated and of no further force and effect.

This Subordication of Lease (the "Agreement") is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of the Agreement may, on behalf of Tenant, create a microfilm or optical disk or other electronic image of the Agreement that is an authoritative copy as defined in such law. The holder of the Agreement may store the authoritative copy of such Agreement in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

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IN WITNESS WHEREOF, the undersigned has executed the Agreement as of the date set forth above.

TENANT: Unlimited Freight, Inc.

By: <u>Opog/</u>

Mirko Gogie, President/Secretary

ADDRESS:

2581 Fair Oaks Avenue Altadena, CA 91001

LENDER:

US Bank N.A.

Authorized Signer

William Kornit

BANK ADDRESS: U.S. Bank National Association

Attn: SBA Division-Servicing 9918 Hibert Street, Suite 301,

San Diego, CA 92131

Clorts

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STATE OF Almois) SS. COUNTY OF COOK)
On
I certify under PLNALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal) OFFICIAL SEAL NATHANIEL E MANNING Notary Public - State of Illinois My Commission Expires Oct. 21, 2020
7 Sommission Expires Oct. 21, 2020