

UNOFFICIAL COPY



1815025079

RECORD & RETURN TO **5909**
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
 63628397-IL31-Cook County

Doc# 1815025079 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/30/2018 03:36 PM PG: 1 OF 7

RECORDING REQUESTED BY
~~AND WHEN RECORDED MAIL TO:~~

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

Attn.: _____
Loan No.: _____

THIS DOCUMENT PREPARED BY:

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

Space above for Recorder's Use

SUBORDINATION AGREEMENT - LEASE

This Subordination Agreement – Lease is made as of September ^{8TH}, 2017; by and among Bombay Chopsticks, L.L.C., an Illinois limited liability company ("Bombay Chopsticks"), India House Hoffman Estates, LLC, an Illinois limited liability company ("India House Hoffman Estates"), India House Restaurant, L.L.C., an Illinois limited liability company ("India House Restaurant"), India House Catering, LLC, an Illinois limited liability company ("India House Catering"), India House Roselle, LLC, an Illinois limited liability company ("India House Roselle"), and J.G. Management LLC, an Illinois limited liability company ("J.G.", and together with Bombay Chopsticks, India House Hoffman Estates, India House Restaurant, India House Catering and India House Roselle, individually and collectively, "Lessee"), and JAI Chander Badani Mata, 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 January 1, 2015, as amended (as amended, restated, modified or supplemented and in effect from time to time, the "Lease"), covering certain premises located at 711 W. Golf Road, Hoffman Estates, IL 60169 ("Property"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

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

S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓

UNOFFICIAL COPY

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 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.

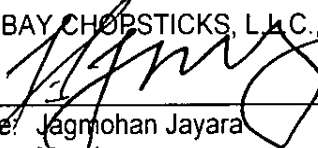
[Remainder of page intentionally left blank; signature page follows]

Property of Cook County Clerk's Office

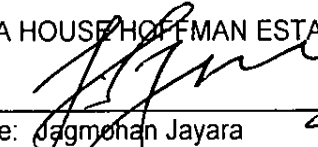
UNOFFICIAL COPY

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

LESSEE: BOMBAY CHOPSTICKS, L.L.C., an Illinois limited liability company

By: 
Name: Jagmohan Jayara
Its: Member

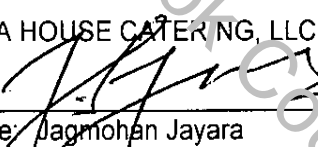
INDIA HOUSE HOFFMAN ESTATES, LLC, an Illinois limited liability company

By: 
Name: Jagmohan Jayara
Its: Managing Member

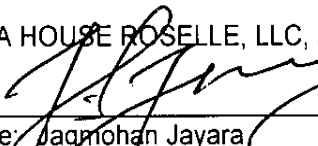
INDIA HOUSE RESTAURANT, L.L.C., an Illinois limited liability company

By: 
Name: Jagmohan Jayara
Its: Member

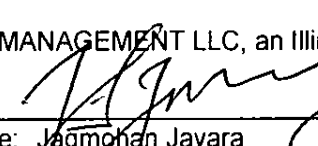
INDIA HOUSE CATERING, LLC, an Illinois limited liability company

By: 
Name: Jagmohan Jayara
Its: Managing Member

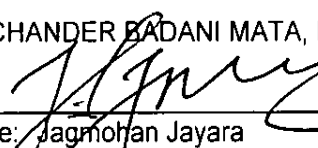
INDIA HOUSE ROSELLE, LLC, an Illinois limited liability company

By: 
Name: Jagmohan Jayara
Its: Managing Member

J.G. MANAGEMENT LLC, an Illinois limited liability company

By: 
Name: Jagmohan Jayara
Its: Managing Member

LESSOR: JAI CHANDER BADANI MATA, LLC, an Illinois limited liability company

By: 
Name: Jagmohan Jayara
Its: Managing Member

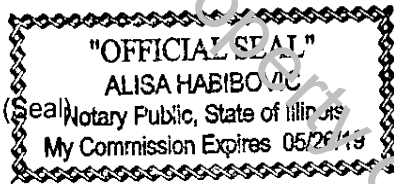
[All signatures must be acknowledged]

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

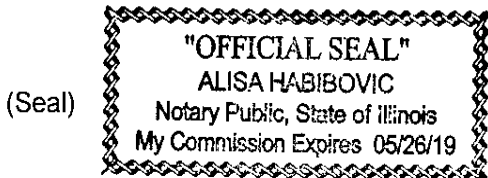
This instrument was acknowledged before me on September 8, 2017, by Jagmohan Jayara as Member of BOMBAY CHOPSTICKS, L.L.C., an Illinois limited liability company.



[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

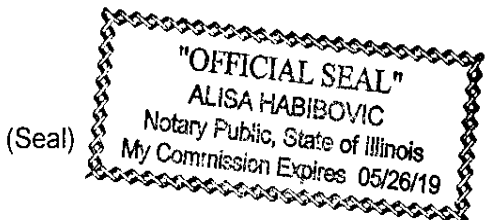
This instrument was acknowledged before me on September 8, 2017, by Jagmohan Jayara as Managing Member of INDIA HOUSE HOFFMAN ESTATES, L.L.C., an Illinois limited liability company.



[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

This instrument was acknowledged before me on September 8, 2017, by Jagmohan Jayara as Member of INDIA HOUSE RESTAURANT, L.L.C., an Illinois limited liability company.

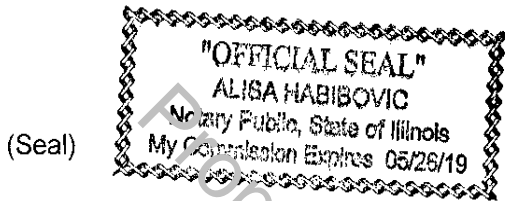


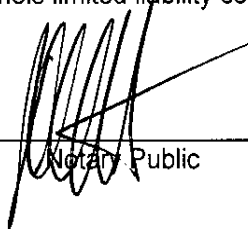
[Signature]
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF Code) SS.

This instrument was acknowledged before me on September 8, 2017, by Jagmohan Jayara as Managing Member of INDIA HOUSE CATERING, LLC, an Illinois limited liability company.

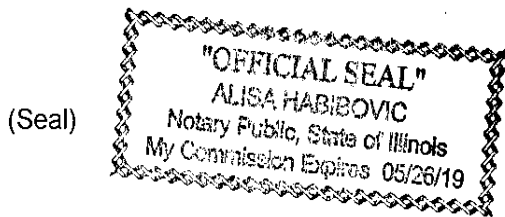


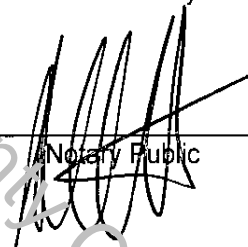


Notary Public

STATE OF ILLINOIS)
COUNTY OF Code) SS.

This instrument was acknowledged before me on September 8, 2017, by Jagmohan Jayara as Managing Member of INDIA HOUSE ROSE LE, LLC, an Illinois limited liability company.

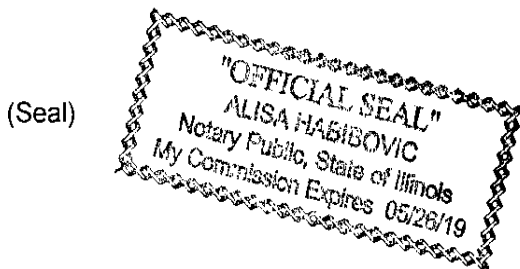


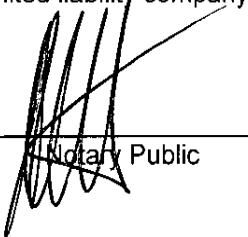


Notary Public

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

This instrument was acknowledged before me on September 8, 2017, by Jagmohan Jayara as Managing Member of J.G. MANAGEMENT LLC, an Illinois limited liability company.





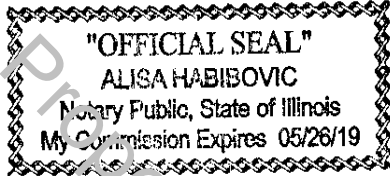
Notary Public

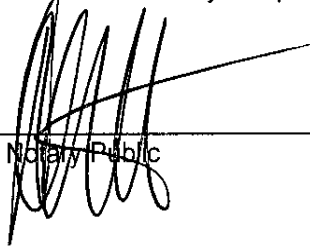
UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

This instrument was acknowledged before me on September 8, 2017, by Jagmohan Jayara as
Managing Member of JAI CHANDER BADANI MATA, LLC, an Illinois limited liability company.

(Seal)





Notary Public

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

PARCEL 2:

LOT 4 IN MOBIL'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2A:

AN EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 2 OF THE SUBJECT PROPERTY FOR THE ERECTION AND MAINTENANCE OF A SIGN FOR THE BENEFIT OF THE OWNERS, OCCUPANTS, LESSEES AND TENANTS OF PARCEL 1 OF THE SUBJECT PROPERTY OVER, AT AND ADJACENT TO A POINT 30 FEET SOUTH EAST OF THE MOST EASTERLY CORNER OF LOT 2 IN MOBIL'S SUBDIVISION AFORESAID AND ON THE NORTH EASTERLY BOUNDARY LINE OF LOT 3 IN MOBIL'S SUBDIVISION AFORESAID AS CREATED BY DEED RECORDED FEBRUARY 24, 1971 AS DOCUMENT NUMBER 21405417 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 10 ACRES OF THE NORTHWEST 1/4 OF THE SAID NORTHEAST 1/4 AND THE SOUTH LINE OF GOLF ROAD; THENCE SOUTH 2 DEGREES 48 MINUTES 8 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 10 ACRES 440.12 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 58 SECONDS EAST 888.19 FEET, THENCE NORTH 0 DEGREES 37 MINUTES 02 SECONDS WEST 70.00 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 58 SECONDS WEST 837.36 FEET; THENCE NORTH 2 DEGREES 48 MINUTES 08 SECONDS EAST TO THE SOUTH LINE OF GOLF ROAD; THENCE SOUTH 83 DEGREES 22 MINUTES 58 SECONDS WEST ALONG SAID SOUTH LINE 46.65 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. AS RESERVED IN DEED RECORDED AS DOCUMENT 21205996 AND CORRECTED BY DEED RECORDED AS DOCUMENT 21551389 AND CONTAINED IN GRANT RECORDED NOVEMBER 15, 1971 AS DOCUMENT 21701797.

Street Address of Property: 711 W. Golf Road, Hoffman Estates, IL 60169

PIN: 07-16-200-033-0000