

# UNOFFICIAL COPY

This instrument prepared by  
and upon recording return to:

Jodi L. Henninger, Esq.  
Clingen Callow & McLean, LLC  
2300 Cabot Drive, Suite 500  
Lisle, Illinois 60532

Permanent Tax Index Number:  
10-33-101-104-0000

Property Address:  
5201-5231 W. Touhy Avenue  
Skokie, Illinois 60077

93149-016



Doc# 1825534005 Fee \$70.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/12/2018 09:43 AM PG: 1 OF 17

## AMENDED AND RESTATED SUBORDINATION AGREEMENT

This Amended and Restated Subordination Agreement (as modified, this "Agreement"), dated as of August 23, 2018 is between and among:

SUZANNE RUBIN, individually and as Trustee of the Suzanne Muriel Rubin Trust dated March 2, 1992, as amended ("Junior Creditor");

SRMR PROPERTIES, LLC, a California limited liability company ("Maker"), and RUBIN SKOKIE LLC, an Illinois limited liability company ("Guarantor" and together with Maker, the "Borrower"); and

WHEATON BANK & TRUST COMPANY, an Illinois banking corporation ("Senior Creditor").

### RECITALS

A. On March 21, 2017, Junior Creditor, SMA LTD as predecessor to Maker, Guarantor and Senior Creditor entered into a Subordination Agreement (the "Original Subordination Agreement"), whereby Junior Creditor subordinated a loan in the amount of One Million One Hundred Ninety-Six Thousand Two Hundred Forty-Four and 04/100 Dollars (\$1,196,244.04) made to Maker and guaranteed by Guarantor to Senior Creditor.

B. Junior Creditor has now increased its loans to Maker (the "Junior Loan") to the amount of Two Million Three Hundred Ninety Two Thousand Four Hundred Eighty Eight and 08/100 Dollars (\$2,392,488.08), which is evidenced by (i) that certain Promissory Note Secured by Guaranty dated January 1, 2015 in the principal amount of One Million One Hundred Ninety-Six Thousand Two Hundred Forty-Four and 04/100 Dollars (\$1,196,244.04) (the "Murrysville Note"), which note is guaranteed by Guarantor pursuant to that certain Guaranty dated as of March 21, 2017, as amended and restated by that certain Amended and Restated Guaranty dated as of August 23, 2018 (the "Junior Guaranty"), and (ii) that certain Promissory Note Secured by

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Guaranty dated as of January 1, 2015 in the principal amount of One Million One Hundred Ninety-Six Thousand Two Hundred Forty-Four and 04/100 Dollars (\$1,196,244.04) (the "Millcreek Note"; together with the Murrysville Note, collectively, the "Junior Notes"), which note was previously guaranteed by Maker's affiliate Rubin Mt. Clemens, LLC, a Delaware limited liability company, but will hereafter be guaranteed by Guarantor pursuant to the terms of the Junior Guaranty. The obligations of Borrower under or in connection with the Junior Notes, the Junior Guaranty, and all other obligations of Borrower to Junior Creditor which are secured by the Junior Mortgage (as defined below), whether for principal, interest, fees or otherwise, and whether previously, now or hereafter arising, outstanding or incurred, are herein sometimes referred to as the "Junior Debt."

C. As collateral for the Junior Debt, Borrower executed in favor of Junior Creditor a mortgage dated as of March 17, 2017, and recorded with the Cook County, Illinois, Recorder on March 27, 2017 as document number 1708618094, which has been amended and restated by that certain Amended and Restated Junior Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of August 23, 2018 and recorded with the Cook County, Illinois, Recorder on 9/12/18, 2018 document number ~~1708618094~~ 1825534005 (as amended, restated, renewed or replaced from time to time, the "Junior Mortgage") encumbering the real estate and all buildings, structures, fixtures and improvements thereon, on the premises commonly known as 5201-5231 W. Touhy Avenue, Skokie, Illinois 60077, together with rents, leases and other amounts pertaining thereto (individually and collectively, the "Premises"). The Premises are legally described on Exhibit A attached hereto and made a part hereof. The Junior Notes, Junior Guaranty, Junior Mortgage and related documents and instruments executed or delivered to or in favor of Junior Creditor by or on behalf of Borrower, any guarantor, and any provider of collateral, as and if amended, restated, renewed, or replaced, are sometimes referred to individually and collectively as the "Junior Loan Document(s)."

D. Senior Creditor has made a term loan to Guarantor (the "Senior Loan") in the amount of Seven Million Two Hundred Fifty Thousand and 00/100 Dollars (\$7,250,000.00) which is evidenced by that certain Term Note dated March 21, 2017 in the amount of the Senior Loan made by Guarantor in favor of Senior Creditor (as amended, restated, renewed or replaced from time to time, whether in the same or larger or smaller amount, the "Senior Note").

E. As collateral for the Senior Note, Guarantor executed in favor of Senior Creditor: (i) a Mortgage, Security Agreement and Fixture Filing (as amended, restated, renewed or replaced from time to time, the "Senior Mortgage") dated as of March 21, 2017 and recorded with the Cook County, Illinois, Recorder on March 23, 2017 as document number 1708229087, and (ii) an Assignment of Leases and Rents dated as of March 21, 2017 and recorded with the Cook County, Illinois, Recorder on March 23, 2017 as document number 1708229087 (as amended, restated, renewed or replaced from time to time, the "Assignment of Rents"), each encumbering the Premises. The Guarantor and Senior Creditor have executed a Credit Agreement dated as of March 21, 2017, as amended by a First Amendment thereto dated as of even date herewith (the "Credit Agreement"). The Senior Note, Senior Mortgage, Assignment of Rents, the Credit Agreement, and related documents and instruments executed or delivered to or in favor of Senior Creditor by or on behalf of Guarantor, as and if amended, restated, renewed or replaced, are sometimes referred to individually and collectively as the "Senior Loan Document(s)."

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Capitalized terms used herein but not defined herein shall have the meaning set forth in the Credit Agreement.

F. The obligations of Guarantor under or in connection with the Senior Note, including without limitation future advances under the Senior Note, and all other obligations of Guarantor to Senior Creditor which are secured by the Senior Mortgage and the Assignment of Rents, whether for principal, interest, fees or otherwise, and whether previously, now or hereafter arising, outstanding or incurred, are herein sometimes referred to as the "Senior Debt."

G. Senior Creditor is willing to agree to the increase in the Junior Loan, if and only if Borrower and Junior Creditor enter into this Agreement. Borrower and Junior Creditor are willing to enter into this Agreement in order to induce Senior Creditor to approve the increase in the Junior Debt.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. **Certain Definitions**. For purposes of this Agreement:

(a) "Senior Default" means an "Event of Default" or "Unmatured Event of Default" as such latter two terms in quotation marks are defined in the Senior Loan Documents.

(b) "Debt Service Coverage Ratio" has the meaning given thereto in the Senior Loan Documents.

2. **Subordination of Junior Debt**.

(a) Junior Creditor subordinates Junior Creditor's claim and right to receive payment or performance of the Junior Debt to the claim and right of Senior Creditor to receive payment and performance in full of all Senior Debt.

(b) Maker agrees not to make, and Junior Creditor agrees not to receive or retain, payment of any Junior Debt until such time as all Senior Debt has been paid and performed in full, except that, subject to the other provisions of this Agreement, Maker may make, and Junior Creditor may receive and retain from Maker, regularly scheduled interest payments (no principal) on the Junior Debt unless and until:

(i) Whether or not Senior Creditor has given any notice of such condition to Borrower, an Event of Default or Unmatured Event of Default exists or would result from the making of such interest payment, including, but not limited any violation of the Debt Service Coverage Ratio as set forth in Section 10.1 of the Credit Agreement.

(ii) Senior Creditor notifies Borrower and Junior Creditor that a Senior Default has occurred and is continuing.

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For the avoidance of doubt, Maker agrees not to make, and Junior Creditor agrees not to receive or retain, interest payments on the Junior Debt in advance of regularly scheduled due dates or in amounts greater than are required to be paid on such regularly scheduled due dates.

(c) Notwithstanding anything to the contrary contained herein, it is anticipated and agreed that the Millcreek Note may be repaid to Junior Creditor, reduced or refinanced by Maker within nine (9) months from the date hereof. The Senior Creditor agrees that the principal balance of the Millcreek Note together with any unpaid interest thereon, may be repaid to Junior Creditor, reduced or refinanced but only with the prior consent of the Senior Creditor, which the Senior Creditor agrees will not be unreasonably withheld, conditioned or delayed.

(d) If Junior Creditor receives from Maker any payments on the Junior Debt in contravention of this Agreement, Junior Creditor shall hold such payments in trust for Senior Creditor and immediately remit them to Senior Creditor to be applied to Senior Debt in such order as Senior Creditor determines.

3. **Subordination of Junior Mortgage.** Junior Creditor specifically subordinates the Junior Mortgage to the Senior Mortgage. Junior Creditor agrees that this subordination and the priority established hereby shall apply regardless of the time or order of recording, attachment or perfection, or the granting or failure to give notice thereof. Until Senior Creditor notifies Junior Creditor that the Senior Debt is paid in full and that no committed or uncommitted credit facilities exist pertaining thereto, Junior Creditor will not in any way, manner, or respect assert or seek to enforce the Junior Mortgage by legal or other proceedings or actions.

4. **Information Updates; Authorization to Creditors to Exchange Information.**

(a) Borrower agrees to provide to Senior Creditor:

(i) promptly after the execution thereof, copies of any documents and instruments later evidencing or securing the Junior Debt; and

(ii) with reasonable promptness such other information and copies of documents and instruments pertaining to the Junior Debt as Senior Creditor may from time to time reasonably request.

(b) Borrower irrevocably authorizes Junior Creditor and Senior Creditor to provide to each other such copies of documents and instrument and such information pertaining to or in connection with the Junior Debt or the Senior Debt as they may from time to time deem necessary or appropriate in their sole description. Borrower knowingly, voluntarily and irrevocably waives any right to claim that any such providing of information by Senior Creditor or Junior Creditor violates or impinges upon any privacy, confidentiality or other rights of Borrower of any nature.

5. **Insolvency.**

(a) In the event of:

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(i) any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Borrower or the proceeds thereof to creditors of Borrower, occurring by reason of the liquidation, dissolution or other winding up of Borrower; any execution sale, or otherwise; or

(ii) any receivership, insolvency or bankruptcy proceeding, or any assignment for the benefit of creditors by Borrower, or of any proceedings for reorganization or readjustment of Borrower or its properties;

then and in any such event all Senior Debt shall first be paid in full before any payment is made upon any Junior Debt, and any payment or distribution of any kind or character either in cash, property or securities which shall be payable or deliverable upon or in respect of any Junior Debt shall be paid or delivered directly to Senior Creditor for application to the Senior Debt until the Senior Debt shall have been paid in full. This Section, including without limitation this subsection 5(a), does not limit any other rights of Senior Creditor or any other obligations of Borrower or Junior Creditor.

(b) In order to enable Senior Creditor to enforce its rights under this Agreement in any action or proceeding referred to in subsection 5(a), Junior Creditor hereby irrevocably authorizes and empower Senior Creditor in its sole discretion:

(i) to make and present for or on behalf of Junior Creditor such proofs of claim against Borrower on account of the Junior Debt as Senior Creditor may deem expedient and proper, and to vote such claims in any such proceedings;

(ii) to receive and collect any and all dividends or other payments or disbursements made thereon in whatever form the same may be paid or issued, and to apply same on account of the Senior Debt.

Junior Creditor hereby assigns all such claims to Senior Creditor and agrees to execute such instruments as may be required by Senior Creditor to enable Senior Creditor to enforce any and all such claims and collect any and all dividends or other payments or disbursements that may be made on account of the Junior Debt.

(c) Junior Creditor grants Senior Creditor a power of attorney, acting in their or its name, place and stead, with full power of substitution, to execute, deliver and file such proofs of claim and other documents and instruments, and to take such actions, as Senior Creditor may deem necessary or appropriate from time to time to effect the provisions of this Section. The power of attorney set forth in this Section shall be irrevocable and deemed coupled with an interest.

## 6. Rights Cumulative; Application of Amounts Received; Waivers by Senior Creditor.

(a) The rights and remedies of Senior Creditor herein provided are cumulative and not exclusive of any rights or remedies provided by law or by any other guaranties or other documents or instruments pertaining to the Senior Debt. Senior Creditor may apply any amounts

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received by it pursuant to this Agreement in such order as Senior Creditor may determine in its discretion.

(b) Senior Creditor may, by written notice to the other parties, at any time and from time to time, waive any failure to comply with this Agreement, which shall be for such period and subject to such conditions as shall be specified in any such notice. In the case of any such waiver the parties shall be restored to their former position and rights hereunder, and any failure so waived shall be deemed to be cured and not continuing; but no such waiver shall extend to or impair any subsequent or other failure to comply.

7. **Authorization.** The parties each represent and warrant to the other parties that the execution and delivery of this Agreement by each of them have been duly authorized.

8. **Representations And Warranties; Sale Of Junior Debt To Be Subject To This Agreement.** The "Recitals" above are hereby incorporated into this Agreement as representations and warranties by Borrower and Junior Creditor to Senior Creditor. Junior Creditor warrants and represents to Senior Creditor that it has not assigned, sold, or otherwise transferred any note or agreement respecting or evidencing the Junior Debt or any interest therein to any person or entity, and agrees that it will make no such assignment, sale, or transfer until and unless (before the same occurs) any such assignee, buyer, or transferee agrees, in writing in form acceptable to Senior Creditor, to be bound by the provisions of this Agreement.

9. **Further Assurances.** Borrower and Junior Creditor agree to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements, and instruments, in each case with reasonable promptness, as Senior Creditor may at any time reasonably request in connection with the administration or enforcement of this Agreement or in order better to assure and confirm unto Senior Creditor its rights, powers and remedies hereunder.

10. **Waiver of Guarantor-Type Defenses.** Borrower and Junior Creditor irrevocably agree that no fact or circumstance whatsoever which might at law or in equity constitute a discharge or release of, or defense to the obligations of, a guarantor, accommodation party, co-signer or surety shall limit or affect any of their obligations under this Agreement or any document or instrument executed in connection herewith, Without limiting the generality of the foregoing:

(a) Senior Creditor may at any time and from time to time, without notice to Borrower or Junior Creditor, take any or all of the following actions without affecting or impairing the liability of Borrower or Junior Creditor under or in connection with this Agreement:

(i) renew or extend time of payment of, and increase the amount of, the Senior Debt;

(ii) accept, substitute, release or surrender any security for the Senior Debt;  
and

(iii) release any person primarily or secondarily liable on the Senior Debt (including without limitation Borrower and any guarantor).

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(b) No delay in enforcing payment of the Senior Debt, nor any amendment, waiver, change, or modification of any terms of any document or instrument which evidences or is given in connection with the Senior Debt, shall release Borrower or Junior Creditor from any obligation hereunder. The obligations of Borrower and the Junior Creditor under this Agreement are and shall be primary, continuing, unconditional and absolute, irrespective of the value, genuineness, regularity, validity or enforceability of any documents or instruments respecting or evidencing the Senior Debt. In order for Senior Creditor to exercise rights or remedies hereunder, there shall be no obligation on the part of Senior Creditor, at any time, to resort to Borrower or any guarantor or to any security for the Senior Debt. Senior Creditor shall have the right to enforce this Agreement irrespective of whether or not other proceedings or steps are being taken against any property securing the Senior Debt or any other party primarily or secondarily liable on any of the Senior Debt.

(c) Borrower and Junior Creditor irrevocably waive presentment, protest, demand, notice of dishonor or default, notice of acceptance of this Agreement, notice of any loans made, extensions granted or other action taken in reliance hereon, and all demands and notices of any kind in connection with this Agreement or the Senior Debt.

11. **Term.** This Agreement shall remain in full force until Senior Creditor notifies Borrower and Junior Creditor that the Senior Debt is paid in full and that no committed or uncommitted credit facilities exist pertaining thereto.

12. **Notices.** All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been given or made five business days after a record has been deposited in the mail, postage prepaid, or one business day after a record has been deposited with a recognized overnight courier, charges prepaid or to be billed to the sender, or on the day of delivery if delivered manually with receipt acknowledged, in each case addressed or delivered, if to:

(a) Junior Creditor to:

Suzanne M. Rubin, Individually and as Trustee  
560 North Beachwood Drive  
Los Angeles, CA 90004

With a copy to:

Carlsmith Ball LLP  
515 South Flower Street, Suite 2900  
Los Angeles, CA 90071  
Attention: Annie Kun Baker, Esq.

(b) Borrower or any of the parties constituting "Borrower" to:

Rubin Skokie LLC  
729 Montana Avenue, Suite 6  
Santa Monica, CA 90403  
Attention: Samuel L. Rubin

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With a copy to:

Funkhouser Vegosen Liebman & Dunn Ltd.  
55 West Monroe, Suite 2300  
Chicago, IL 60603  
Attention: Vance Liebman, Esq.

(c) Senior Creditor to:

Wheaton Bank & Trust Company  
100 N. Wheaton Ave.  
Wheaton, IL 60187  
Attention: Joe Nitti, Senior Vice President

With a copy to:

Clingen Callow & McLean, LLC  
2300 Cabot Drive, Suite 500  
Lisle, IL 60532  
Attention: Jodi L. Henninger, Esq.

or to such other address as may be hereafter designated in writing by the respective parties hereto by a notice in accord with this Section.

13. **Miscellaneous.** This Agreement and any document or instrument executed in connection herewith shall be governed by, and construed in accordance with, the internal law of the State of Illinois, and shall be deemed to have been executed in the State of Illinois. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others. Captions herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof; references herein to Sections or provisions without reference to the document in which they are contained are references to this Agreement. This Agreement shall bind and inure to the benefit of the parties and their heirs, personal representatives, successors and assigns, except that neither Borrower nor the Junior Creditor may assign this Agreement or any obligations hereunder without the express prior written consent of Senior Creditor. If more than one in each case, all obligations and agreements of the persons and entities constituting the "Junior Creditor" and/or "Borrower" are joint and several. This Agreement may be executed in multiple original counterparts which when taken together shall constitute one and the same instrument.

14. **Legal Proceedings; Waiver of Jury Trial Rights.** Borrower and Junior Creditor jointly and severally agree to pay upon demand all expenses (including without limitation attorneys' fees and legal costs and expenses, in each case whether in or out of court, in original or appellate proceedings or in bankruptcy) incurred or paid by Senior Creditor in connection with the enforcement or preservation of its rights hereunder or under any document or instrument executed in connection herewith. **JUNIOR CREDITOR, BORROWER, AND SENIOR CREDITOR IRREVOCABLY AGREE THAT ALL SUITS, ACTIONS OR OTHER PROCEEDINGS WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION**



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WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HERewith SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN OR JURISDICTION OVER DUPAGE COUNTY, ILLINOIS. JUNIOR CREDITOR, BORROWER, AND SENIOR CREDITOR HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED IN OR HAVING JURISDICTION OVER SUCH COUNTY. AS TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION, THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO REQUEST OR DEMAND TRIAL BY JURY, TO TRANSFER OR CHANGE VENUE, OR TO CLAIM THAT ANY PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

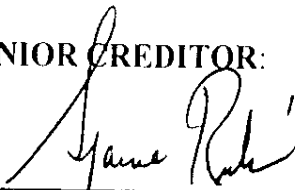
15. Amendment and Restatement. This Agreement amends and restates the Original Subordination Agreement executed by Junior Creditor, Maker, Guarantor and Senior Creditor its entirety. The undersigned each hereby (i) reaffirm and ratify all of the terms and provisions of the Original Subordination Agreement, (ii) waives any defects with respect to the execution and delivery of the Original Subordination Agreement, and (iii) waives any claims, defenses or counterclaims with respect to the execution, delivery, existence, possession, production and/or reestablishment of the Original Subordination Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have entered into this Subordination Agreement as of the date first written above.

**JUNIOR CREDITOR:**



SUZANNE RUBIN, individually as Trustee of the Suzanne Muriel Rubin Trust dated March 2, 1992, as amended

**MAKER:**

SRMR PROPERTIES, LLC, a California limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**GUARANTOR:**

RUBIN SEOKIE LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SENIOR CREDITOR:**

WHEATON BANK & TRUST COMPANY, an Illinois banking corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

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**JUNIOR CREDITOR:**

\_\_\_\_\_  
SUZANNE RUBIN, individually as Trustee of the Suzanne Muriel Rubin Trust dated March 2, 1992, as amended

**MAKER:**

SRMR PROPERTIES, LLC, a California limited liability company

By: \_\_\_\_\_  
Printed Name: SAM RUBIN  
Its: MANAGER

**GUARANTOR:**

RUBIN SKOKIE LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Printed Name: SAM RUBIN  
Its: MANAGER

**SENIOR CREDITOR:**

WHEATON BANK & TRUST COMPANY, an Illinois banking corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

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\_\_\_\_\_  
SUZANNE RUBIN, individually as Trustee of the Suzanne Muriel Rubin Trust dated March 2, 1992, as amended

**MAKER:**

SRMR PROPERTIES, LLC, a California limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

**GUARANTOR:**

RUBIN SKOKIE LLC, an Illinois limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SENIOR CREDITOR:**

WHEATON BANK & TRUST COMPANY, an Illinois banking corporation

By: Joseph J. Nitti

Printed Name: Joseph J. Nitti

Its: Senior Vice President

[ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

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## ACKNOWLEDGMENT – JUNIOR CREDITOR

(Suzanne Muriel Rubin Trust)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of (Los Angeles)

On July 30, 2018, before me, Jane E. Ray, Notary Public, personally appeared Suzanne M. Rubin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jane E. Ray (Seal)



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## ACKNOWLEDGMENT – MAKER (SRMR PROPERTIES, LLC)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

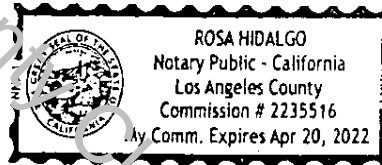
State of California  
County of Los Angeles

On July 20<sup>th</sup> 2018 before me, Rosa Hidalgo, notary public  
(insert name and title of the officer)

personally appeared Samuel L. Rubin  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]* (Seal)

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## ACKNOWLEDGMENT – GUARANTOR (RUBIN SKOKIE LLC)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

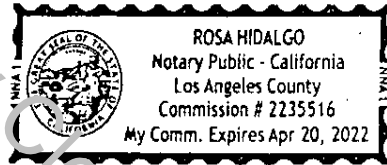
State of California  
County of Los Angeles

On July 20<sup>th</sup> 2018 before me, Rosa Hidalgo, notary public  
(insert name and title of the officer)

personally appeared Samuel L. Rubin  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

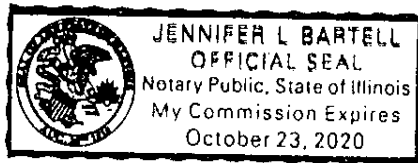
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## ACKNOWLEDGMENT – SENIOR CREDITOR (Wheaton Bank & Trust Company)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

I Jennifer L Bartell, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joe Nitti, personally known to me as the Senior Vice President of WHEATON BANK & TRUST COMPANY, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as officer such of said entity, s/he signed and delivered the said instrument, and caused the seal of said entity to be affixed thereto, pursuant to authority given, as his/her free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of August, 2018.



Jennifer L Bartell  
Notary Public

My commission expires: 10/23/2020



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## Exhibit A

### Legal Description

#### PARCEL 1:

THE EAST 220 FEET (EXCEPT THE EAST 33 FEET THEREOF DEDICATED FOR PUBLIC STREET (LARAMIE AVENUE) BY PLAT OF DEDICATION RECORDED MARCH 22, 1976 AS DOCUMENT NO. 23424206) OF LOT 1 OF ASSESSOR'S DIVISION, ALSO KNOWN AS LOT 14 OF COUNTY CLERK'S DIVISION, BEING THE NORTH 3 CHAINS OF NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST 100 FEET OF THE EAST 320 FEET OF LOT 1 OF ASSESSORS DIVISION ALSO KNOWN AS LOT 14 IN COUNTY CLERKS DIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE WEST 120 FEET OF THE WEST 220 FEET OF THE EAST 440 FEET OF LOT 1 OF THE ASSESSOR'S DIVISION; ALSO KNOWN AS LOT 14 OF THE COUNTY CLERK'S DIVISION, BEING THE NORTH 3 CHAINS OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Number: 10-33-101-104-0000

Property Address: 5201-5229 W. Touhy Avenue, Skokie, Illinois 60077