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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/20/2018 11:33 AM Pg: 1 of 4

PREPARED BY:
William Fink
IL1-1146 (Floor L2)
10 S. Dearborn
Chicago, IL 60670



WHEN RECORDED RETURN TO:

Wholesale Lending Services
IL1-1145 (Floor L2)
10 S. Dearborn
Chicago, IL 60670



Subordination of Real Estate Lease

This agreement is dated as of May 22, 2018, by PRIMEDGE, INC. (the "Tenant"), whose address is 1281 Arthur Avenue, Elk Grove Village, IL 60007, and delivered to JPMorgan Chase Bank, N.A., and its successors and assigns (the "Bank"), whose address is 600 N Meacham Rd, Floor 03, Schaumburg, IL 60173-5454.

The Tenant and A & A PARTNERSHIP, LLC (the "Owner/Mortgagor") entered into a lease dated May 31, 2011 (the "Lease"), covering the following described real property (the "Premises"):

Located in the Village of Elk Grove Village, County of Cook, State of Illinois:

Parcel 2: Lot 1 in Four Columns Resubdivision in Elk Grove Village, being a Resubdivision in the South East 1/4 of Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, in Elk Grove Village Cook County, Illinois according to the Plat of South Resubdivision recorded July 30, 1980 as document 25530614, in Cook County, Illinois.

Parcel 3: Easement for benefit of Parcel 1 dated August 27, 1980 and recorded August 29, 1980 as document 25566450 and 25566451 for a 10 foot wide and 15 foot wide underground easement to install pipes, lines, wires and conduits to provide sewer, water, drainage, electricity, natural gas, telephone and other utilities granted by Chrysler Corporation to Lasalle National Bank, as Trustee under Trust No. 102 563 under the following described tract: that part of Lot 269 in Centex Industrial Park Unit 151, being a Subdivision in the South East 1/4 of Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: commencing at the Northwest Corner of Said Lot 269; thence eastward along the North Line of Said Lot 269, Also being the South Line of Arthur Avenue, North 89 degrees 30 minutes 00 seconds East, a distance of 716.56 feet to the point of beginning; thence South 3 degrees 38

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minutes 41 seconds West, a distance of 143.38 feet; thence North 89 degrees 30 minutes 00 seconds East, a distance of 15.04 feet; thence North 3 degrees 38 minutes 41 seconds East, a distance of 143.38 feet to a point on the said North Line of Lot 269; thence westward along the said North Line, South 89 degrees 30 minutes 00 seconds West, a distance of 15.04 feet to the point of beginning, all in Cook County, Illinois; Also

that part of Lot 269 in Centex Industrial Park Unit 151, being a Subdivision in the South East 1/4 of Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the Northwest Corner of Said Lot 269; thence eastward along the North Line of Said Lot 269, Also being the South Line of Arthur Avenue, North 89 degrees 30 minutes 00 seconds East, a distance of 339.52 feet to the point of beginning; thence South 00 degrees 30 Minutes 00 seconds East, a distance of 112.00 feet; thence North 89 degrees 30 minutes 00 seconds East, a distance of 12.00 feet; thence South 00 degrees 30 minutes 00 seconds East, a distance of 31.00 feet; thence North 89 degrees 30 minutes 00 seconds West, a distance of 10.00 feet; thence North 00 degrees 30 minutes 00 seconds West, a distance of 41.00 feet; thence South 89 degrees 30 minutes 00 seconds West, a distance of 12.00 feet; thence North 00 degrees 30 minutes 00 seconds West, a distance of 102.00 feet to a point on the said North Line of Lot 269; thence westward along the said North Line, South 89 degrees 30 minutes 00 seconds West, a distance of 10.00 feet to the point of beginning, all in Cook County, Illinois.

Parcel 4: Non-exclusive Utility, Drainage, sewer and water and railroad siding easements for the benefit of Parcel 2 created by the Plats of Subdivision recorded as documents 25530614 and 21360549.

Commonly known as 1281 Arthur Avenue, Elk Grove Village, Illinois 60007,
Tax Parcel Identification No. 08-34-402-050-0000.

The Owner/Mortgagor wishes to provide or has provided the Bank with a mortgage on the Premises (as extended, renewed, modified, and/or replaced from time to time, the "Bank's Mortgage") to secure the Liabilities (as defined in the Bank's Mortgage). The Bank is willing to extend or continue the Liabilities upon the condition that the Tenant subordinate its interest in the Lease to the Bank's Mortgage.

THEREFORE, THE TENANT REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

1. The Tenant subordinates completely and unconditionally all of its right, title and interest in the Lease (including, but not limited to, purchase options and first refusal rights), to all of the Bank's right, title and interest under the Bank's Mortgage and agrees that the Bank's Mortgage is a lien prior and superior to the Lease;
2. The Lease is presently in full force and effect and is unmodified except as indicated by amendments attached to the Lease;
3. The term of the Lease has commenced and the Tenant is in possession of the portion of the Premises described in the Lease;
4. No rent has been paid nor will it be paid more than thirty (30) days in advance of its due date;
5. The Tenant, as of the date of this agreement, has no charge, lien, or claim of offset under the Lease or otherwise against rents or other charges due under the Lease, and no default by the Tenant or the Owner/Mortgagor exists under the Lease;
6. Without the prior written consent of the Bank, the leasehold will not be terminated or surrendered, nor will the Lease be modified, except rentals may be increased without the Bank's consent;
7. The Tenant will give the Bank notice of any default under the Lease by the Owner/Mortgagor, and the Bank shall have a reasonable opportunity, which shall in no event be less than one hundred twenty (120) days from the Bank's receipt of notice, to correct the default, but shall not be obligated to do so;
8. No action or failure to act by the Owner/Mortgagor shall adversely affect the rights of the Bank under this agreement, nor shall any such action or failure discharge the Tenant's obligations under the Lease;

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9. If the Premises are sold at foreclosure sale, the Tenant agrees to attorn to the purchaser at such sale as if the purchaser were the landlord under the Lease, if the purchaser so requests; and
10. Without notice to or the consent of the Tenant and without impairing or affecting this agreement, the Bank may take or refrain from taking any action regarding the Liabilities that it deems appropriate, including without limitation (a) amending, modifying, extending or renewing the Liabilities or changing any interest rate applicable thereto, (b) releasing, compromising, or settling any claim related to the Liabilities, (c) forbearing or agreeing to forbear from enforcing any right or remedy related to the Liabilities, including rights and remedies against any guarantor, surety or accommodation party of all or any part of the Liabilities, (d) determining when and in what order payments and credits shall be made to the Liabilities, or (e) substituting, releasing or exchanging all or any portion of any collateral for the Liabilities, including the Premises. The Tenant waives and agrees not to assert any rights or defenses with respect to any actions the Bank may take or refrain from taking with regard to the Liabilities or any property now or hereafter securing any of the Liabilities.
11. Any interest of the Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interests of the Bank in such proceeds or awards. The Tenant will neither seek nor accept any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises until all amounts secured by the Bank's Mortgage have been paid in full. However, the Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

Any notices and demands under or related to this document shall be in writing and delivered to the Tenant at its address stated herein and if to the Bank, shall be addressed to Manager Wholesale Lending Services, JPMorgan Chase Bank, N.A., 10 S. Dearborn, IL1-1145 (Floor L2), Chicago, IL 60603-2300 with a copy addressed to Erik A Devereaux, JPMorgan Chase Bank, N.A., 600 N Meacham Rd, Floor 03, Schaumburg, IL 60173-5454, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

This agreement binds and benefits the Tenant and the Bank and their respective successors and assigns.

Governing Law and Venue. This Subordination Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to its laws of conflicts). The Tenant agrees that any legal action or proceeding with respect to any of its obligations under this Subordination Agreement may be brought by the Bank in any state or federal court located in the State of Illinois, as the Bank in its sole discretion may elect. By the execution and delivery of this Subordination Agreement, the Tenant submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Tenant waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.

WAIVER OF SPECIAL DAMAGES. THE TENANT WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

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JURY WAIVER. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE TENANT AND THE BANK (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TENANT AND THE BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Tenant:

PRIMEEDGE, INC.

By:

Donna M. Nastaly
Donna M. NASTALY CONTROLLER
Printed Name Title

William Fink \ CDP-8220090000000
013450457000 \ DW000800961582R20HEF

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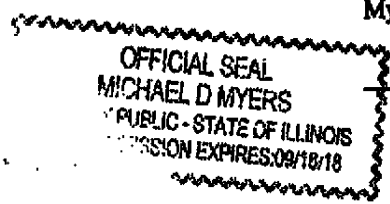
ACKNOWLEDGMENT

State of ILLINOIS)
County of COOK) ss

I, MICHAEL D MYERS, a Notary Public in and for said County and State, certify that Donna M. Nastaly, Controller, a controller of PrimeEdge, Inc. a(n) Illinois corporation and _____, a _____ of said _____, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7 day of June, 20 18

My Commission expires: 9-18-2018



[Signature]
Notary Public