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RECORDING REQUESTED BY:

SomerCor 504, Inc.
601 S. LaSalle Street, Suite 510
Chicago, Illinois 60605

AND WHEN RECORDED MAIL TO:

SomerCor 504, Inc.
601 S. LaSalle Street, Suite 510
Chicago, Illinois 60605

SBA LOAN NO.: 32169570-00
SBA LOAN NAME: Palatine Music Center, Inc.

 *1834644007*
Doc# 1834644007 Fee \$44.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 12/12/2018 10:19 AM PG: 1 OF 4

SUBORDINATION AGREEMENT

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

THIS AGREEMENT, made this 30th day of November, 2018, by 26 North Brockway, LLC, owner of the land hereinafter described and hereinafter referred to as "Owner", and The Music Room, Ltd. dba Palatine Music Center, Inc. present owner and holder of the leasehold estate created by the lease hereinafter described and hereinafter referred to as "Lessee";

WITNESSETH

THAT WHEREAS, 26 North Brockway, LLC, as lessor, executed a lease, dated 02/29/2012, covering:

26 N. Brockway Street, Palatine, IL 60067, more formally described in Exhibit "A" attached hereto.

in favor of The Music Room, Ltd., as lessee; and

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the sum of \$201,000.00, dated 11/30/2018 in favor of SomerCor 504, Inc. hereinafter referred to as "Lender", payable with interest and 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 mentioned 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:

CCRD REVIEW 

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(1) 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.

(3) 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 subordination, 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 disbursements 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

(c) 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.

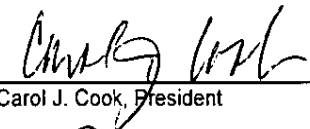
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Lessee

Owiler

The Music Room, Ltd.
dba Palatine Music Center, Inc.

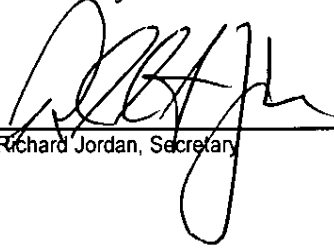
26 North Brockway, LLC

By: 

Carol J. Cook, President

By: 

Carol J. Cook, Manager

By: 

Richard Jordan, Secretary

(All signatures must be acknowledged)

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Title of Document: Subordination Agreement

Number of Pages: 2

Date: November 30, 2018

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a notary public in and for said County, in the State aforesaid, does hereby certify that Carol J. Cook and Richard Jordan, 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 he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 30th day of November, 2018

Milan Macic

My Commission Expires: 4/27/2022



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EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 74 FEET OF LOT 1 IN BLOCK "K" IN WOOD'S SUBDIVISION OF PALATINE, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common address: 26 N. Brockway Street, Palatine Illinois 60067

PIN #: 02-15-429-005-0000

Property of Cook County Clerk's Office