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THIS DOCUMENT PREPARED BY:

Gotzmer Law Firm, Ltd.
101 Pine St.
Sheboygan Falls, WI 53085

Doc# 2131922022 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/15/2021 11:51 AM PG: 1 OF 18

AFTER RECORDING RETURN TO:

Byline Bank
Attn: PCE Team
10 N. Martingale Rd., Suite 160
Schaumburg, IL 60173

Property of Cook County Clerk's Office

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of Nov. 5, 2021, by HO ENTERPRISE, LLC, an Illinois limited liability company ("Assignor"), with a mailing address of 6064 N. Sauganash Ave., Chicago, IL 60646, to BYLINE BANK, an Illinois banking corporation ("Assignee") whose address is 13925 West North Avenue, Brookfield, Wisconsin 53005.

1. DEFINITIONS.

"Borrowers" shall mean Assignor H & L 88 Incorporated, an Illinois corporation, and Liangho Corp., an Illinois corporation.

"Leases" shall mean all of the leases, subleases, tenancies, and guaranties, present and future, and all amendments, extensions and renewals thereof for all or any part of the Property.

"Loan" shall mean the Loan evidenced by the Note.

"Loan Agreement" shall mean the Loan Agreement of even date herewith between Borrowers and Assignee pursuant to which the Loan was made, as the same may be amended, modified, restated or replaced from time to time.

"Loan Documents" shall mean the Loan Agreement, the Note, the Mortgage and any other agreements, instruments or documents relating to or securing the Loan.

"Mortgage" shall mean the Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith executed by Assignor in favor of Assignee, which encumbers the Property.

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“Note” shall mean the SBA Note (Form 147) of even date herewith in the original principal amount of \$2,287,000 delivered by Borrowers to Assignee.

“Property” shall mean the land described on Exhibit A attached hereto, together with all buildings and improvements thereon.

“Rents” shall mean all of the rents, income, receipts, revenues, issues and profits, and prepayments of the same including, without limitation, lease termination, cancellation or similar fees now due or which may become due or to which Assignor may now or shall hereafter become entitled or which it may demand or claim and arising directly or indirectly from the Leases or the Property.

“Tenant(s)” shall mean any present or future tenant, subtenant or occupant of the Property.

All other capitalized terms used herein, unless otherwise specified, shall have the same meaning ascribed to them in the Loan Documents.

2. ASSIGNMENT. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, convey, and deliver unto Assignee:

- (a) All of Assignor’s right, title and interest in all of the Leases;
- (b) The immediate and continuing right to collect and receive all of the Rents; and
- (c) Any and all rights and claims of any kind that Assignor may have now or in the future against any Tenant.

To have and to hold the same unto Assignee, its successors and assigns, until termination of this Assignment as hereinafter provided.

3. ABSOLUTE ASSIGNMENT. The parties intend that this Assignment shall be a present, absolute, and unconditional assignment and shall, immediately upon execution, give Assignee the right to collect the Rents and to apply them in payment of the principal, interest and all other sums payable under the Loan Documents. Such assignment and grant shall continue in effect until all principal, interest and all other sums payable under the Loan Documents are paid in full. Subject to the provisions set forth herein and in the Mortgage and provided there is no Default, Assignee grants to Assignor a license to enforce the Leases and collect the Rents as they become due (excluding however, any lease termination, cancellation or similar payments which Assignor agrees shall be held in trust and turned over to Assignee for credit to principal under the Loan). Assignor shall deliver such other Rents to Assignee as are necessary for the payment of principal, interest and other sums payable under the Loan Documents as such sums become due.

Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any security or collateral for the Loan; however, nothing herein contained shall prevent Assignee from exercising any other right under any of the Loan Documents.

4. POWER OF ATTORNEY. Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor to demand and collect any and all Rents and to file any claim or take any other action or proceeding and make any settlement regarding the Leases. All Tenants are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to such Tenants, all amounts due Assignor pursuant to the Leases. All

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Tenants are expressly relieved of all duty, liability or obligation to Assignor in respect of all payments so made to Assignee or such nominee.

5. CONSIDERATION. This Assignment is made for and in consideration of the loan made by Assignee to Assignor as set forth in the Loan Documents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

6. INDEMNITY. Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees, costs and expenses which may or might be incurred by Assignee under the Leases or by reason of this Assignment, and from any and all claims and demands which may be asserted against Assignee by reason of any term, covenant or agreement contained in any of the Leases, except for any such liability, loss or damage resulting solely from Assignee's gross negligence or willful misconduct.

7. PERFORMANCE OF LEASE COVENANTS. Assignee may, at its option, upon prior notice to Assignor (except in the event of an emergency) perform any Lease covenant for and on behalf of Assignor, and all monies expended in so doing shall be chargeable to Assignor and added to the outstanding principal balance and shall be immediately due and payable.

8. REPRESENTATIONS AND WARRANTIES. ASSIGNOR REPRESENTS AND WARRANTS:

- (a) The Leases are in full force and effect and have not been modified;
- (b) There are no defaults, defenses or setoffs of either landlord or, to the best of Assignor's knowledge, tenant under the Leases nor, to the best of Assignor's knowledge, is there any fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases;
- (c) The sole ownership of the entire landlord's interest in the Leases is vested in Assignor and the Leases have not been otherwise assigned or pledged; and
- (d) All Rents due to date have been collected, no Rent has been collected more than one (1) month in advance, and no Tenant has been granted any Rent concession or inducement whatsoever.

9. COVENANTS AND AGREEMENTS. Assignor hereby covenants and agrees as follows:

- (a) Assignor shall not permit any Rent under any Lease of the Property to be collected more than one (1) month in advance of the due date thereof;
- (b) Assignor shall act in a commercially reasonable manner to enforce all available remedies against any delinquent Tenant to protect the interest of the landlord under the Leases and to preserve the value of the Property;
- (c) Assignor shall comply with and perform in a complete and timely manner all of its obligations as landlord under all Leases. Assignor shall give notice to Assignee of any default by Assignor under any Lease or by any Tenant under any non-residential Lease in such time to afford Assignee an opportunity to cure any such default prior to the Tenant having any right to terminate the Lease. Assignor shall also provide Assignee with notice of the commencement of an action of ejectment or any summary proceedings for dispossession of the Tenant under any of the Leases;

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(d) Assignor shall furnish promptly to Assignee the original or certified copies of all Leases now existing or hereafter created. Assignee shall have the right to notify any Tenant at any time and from time to time of any provision of the Loan Documents;

(e) Assignor shall not permit any Leases to be made of the Property or existing Leases to be modified, terminated, extended or renewed without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed. At Assignee's request, Assignor shall cause the Tenant under any Lease to execute a subordination, non-disturbance and attornment agreement in form and substance reasonably satisfactory to Assignee;

(f) Assignor shall not without the prior written consent of Assignee: (i) perform any act or execute any other instrument which might interfere with the exercise of Assignee's rights hereunder; (ii) execute any assignment, pledge or hypothecation of Rents or any of the Leases; (iii) suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage;

(g) This Assignment transfers to Assignee all of Assignor's right, title, and interest in any security deposits, provided that Assignor shall have the right to retain the security deposit so long as there is no Default under this Assignment or the Loan Documents. Assignee shall have no obligation to any Tenant with respect to its security deposit unless and until Assignee comes into possession and control of the deposit;

(h) Assignor shall use reasonable to efforts to deliver to Assignee, promptly upon request, a duly executed estoppel certificate from any Tenant in form and content satisfactory to Assignee; and

(i) Assignee may assign its right, title and interest in the Leases and any subsequent assignee shall have all of the rights and powers provided to Assignee by this Assignment.

10. **NO OBLIGATION.** This Assignment shall not be deemed to impose upon Assignee any of the obligations or duties of the landlord or Assignor provided in any Lease. Assignor hereby acknowledges and agrees: (i) Assignor is and will remain liable under the Leases to the same extent as though this Assignment had not been made; and (ii) Assignee has not by this Assignment assumed any of the obligations of Assignor under the Leases, except as to such obligations which arise after such time as Assignee shall have assumed full ownership or control of the Property. This Assignment shall not make Assignee responsible for the control, care, management, or repair of the Property or any personal property or for the carrying out of any of the terms of the Leases. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm, or corporation in or about the Property.

11. **TENANT BANKRUPTCY.** In the event any Tenant should be the subject of any proceeding under the Federal Bankruptcy Code or any other federal, state, or local statute which provides for the possible termination or rejection of any Lease, Assignor covenants and agrees no settlement for damages shall be made without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed, and any check in payment of damages for rejection of any Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that it will duly endorse to the order of Assignee any such check.

12. **EVENTS OF DEFAULT.** The occurrence of any one or more of the following events shall constitute a "Default" under this Assignment:

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(a) failure of Borrowers to pay when due any of the Indebtedness, including any payment due under the Note; or

(b) failure of Assignor to strictly comply with Sections 9(a) and (f) of this Assignment; or

(c) breach of any covenant (other than those covenants set forth in subsection (b) above), representation or warranty set forth in this Assignment which is not cured within ten (10) days after notice; provided, however, if such breach cannot by its nature be cured within ten (10) days, and Assignor immediately initiates steps which Assignee deems in Assignee's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical; or

(d) the occurrence of any Event of Default (as defined in the Loan Agreement).

13. **REMEDIES.** Upon the occurrence of a Default, then, without notice to, or the consent of, Assignor, Assignee shall be entitled to exercise all of the rights and remedies contained in this Assignment or in any other Loan Document or otherwise available at law or in equity including, without limitation, the right to do any one or more of the following:

(a) To enter upon, take possession of and manage the Property for the purpose of collecting the Rents;

(b) Dispossess by the usual summary proceedings any Tenant defaulting in the payment thereof to Assignor;

(c) Lease the Property or any part thereof;

(d) Repair, restore, and improve the Property;

(e) Apply the Rent after payment of Property expenses as determined by Assignee to Assignor's indebtedness under the Loan Documents; and

(f) Apply to any court of competent jurisdiction for specific performance of this Assignment, an injunction against the violation hereof and/or the appointment of a receiver.

14. **NO WAIVER.** Neither the exercise of any rights under this Assignment by Assignee nor the application of any Rents to payment of Assignor's indebtedness under the Loan Documents shall cure or waive any Default thereunder. Failure of Assignee to avail itself of any of the terms of this Assignment for any period of time or for any reason shall not constitute a waiver of the Assignment.

15. **OTHER DOCUMENTS.** This Assignment is intended to be supplementary to, not in substitution for, or in derogation of, any assignment of rents contained in the Mortgage or in any of the Loan Documents.

16. **NOTICES.** All communications or notices required or permitted by this Assignment shall be in writing and shall be deemed to have been given (a) upon delivery if hand delivered, or (b) upon deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier, airbill prepaid, or (c) upon transmission if by facsimile, provided that such transmission is promptly confirmed by hand delivery, mail or courier as provided above, and each such communication or notice

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shall be addressed as follows, unless and until any party notifies the other in accordance with this Section 16 of a change of address:

If to Assignor:

Ho Enterprise, LLC
 Attn: Ka Yan Ho
 6064 N. Sauganash Ave.
 Chicago, IL 60646

If to Assignee:

Byline Bank
 Attn: Loan Operations Department
 13925 W. North Ave.
 Brookfield, WI 53005.

17. APPLICABLE LAW. Subject to Section 18 below, this Assignment shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of Illinois without regard to conflicts of law principles. This Assignment shall be binding upon the parties hereto and their respective heirs, successors and assigns, and may not be modified, amended or altered except by writing signed by each of the parties hereto.

18. SBA MANDATORY PROVISION. *The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:*

- a) *When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.*
- b) *Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.*
- c) *Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.*

[Signature Page Follows]

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 11 TO 18, BOTH INCLUSIVE IN LINCOLN AVENUE HIGHLANDS "L" SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 77 TO 80, BOTH INCLUSIVE IN H. LEROY EVAN'S ADDITION TO NILES CENTER IN THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 76 IN H. LEROY EVAN'S ADDITION TO NILES CENTER IN THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF SECTION 21, AND THAT PART OF LOT 10 IN LINCOLN AVENUE HIGHLANDS "L" SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21, WHICH LIES SOUTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF LOT 76, SAID POINT BEING 60 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 76, TO A POINT 4 FEET SOUTH OF THE NORTH WEST CORNER OF LOT 10, EXCEPTING FROM SAID PREMISES THE NORTHERLY 16 FEET THEREOF FALLING IN THE PUBLIC ALLEY AS DEDICATED IN INSTRUMENT RECORDED MARCH 7, 1961 AS DOCUMENT 18102482 IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 10 IN LINCOLN AVENUE HIGHLANDS "L" SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21 AND SOUTH OF THE SOUTH LINE OF LOT 76 IN H. LEROY EVAN'S ADDITION TO NILES CENTER IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 21, TOGETHER WITH VACATED NORTH AND SOUTH ALLEY LYING SOUTH OF A LINE 2.64 FEET NORTH OF THE SOUTH WEST CORNER OF LOT 10 IN LINCOLN AVENUE HIGHLANDS "L" SUBDIVISION AND EXTENDING WEST FORMING AN ANGLE OF 86 DEGREES 06 MINUTES FROM NORTH TO WEST, ALL IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

LOTS 17 AND 18 IN LINCOLN AVENUE HIGHLANDS "L" SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTH WES T1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5300-5328 Lincoln Ave., Skokie, IL 60077

Permanent Index Numbers:

- 10-21-127-011-0000
- 10-21-127-027-0000
- 10-21-127-028-0000
- 10-21-127-029-0000
- 10-21-127-030-0000
- 10-21-127-031-0000
- 10-21-127-032-0000
- 10-21-127-033-0000
- 10-21-127-041-0000
- 10-21-127-042-0000
- 10-21-127-052-0000

Property of Cook County Clerk's Office

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THIS DOCUMENT PREPARED BY:

Gotzmer Law Firm, Ltd.
101 Pine St.
Sheboygan Falls, WI 53085

AFTER RECORDING RETURN TO:

Byline Bank
Attn: PCE Team
10 N. Martingale Rd., Suite 160
Schaumburg, IL 60173

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

LEASE SUBORDINATION AGREEMENT

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

THIS LEASE SUBORDINATION AGREEMENT dated as of Nov. 5, 2021, is entered into between HO ENTERPRISE, LLC, an Illinois limited liability company ("Lessor"), H & L 88 INCORPORATED, an Illinois corporation ("Lessee"), and BYLINE BANK, an Illinois banking corporation ("Lender").

LEASE. Lessor and Lessee have executed a Lease dated as of September 8, 2021, for the following described property (the "Subordinated Lease").

REAL PROPERTY DESCRIPTION. The Subordinated Lease covers the land, together the buildings and improvements thereon (the "Real Property") located in Cook County, Illinois. See Exhibit "A" attached hereto and incorporated herein by reference.

The Real Property or its address is commonly known as 5300-5328 Lincoln Ave., Skokie, IL 60077.

Permanent Index Nos.:

- 10-21-127-011-0000
- 10-21-127-027-0000
- 10-21-127-028-0000
- 10-21-127-029-0000
- 10-21-127-030-0000
- 10-21-127-031-0000
- 10-21-127-032-0000
- 10-21-127-033-0000

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10-21-127-041-0000
 10-21-127-042-0000
 10-21-127-052-0000

REQUESTED FINANCIAL ACCOMMODATIONS. Lessor and Lessee each want Lender to provide financial accommodations to Lessor and Lessee (the "Superior Indebtedness") in the form of (a) new credit or loan advances, (b) an extension of time to pay or other compromises regarding all or part of Lessor's present indebtedness to Lender, or (c) other benefits to Lessor. Now, therefore, Lessor and Lessee each represent and acknowledge to Lender that Lessee will benefit as a result of these financial accommodations from Lender to Lessor and Lessor and Lessee acknowledge receipt of valuable consideration for entering into this Agreement.

LENDER'S LIEN. As a condition to the granting of the requested financial accommodations, Lender has required that its mortgage, deed of trust or other lien on the Real Property ("Lender's Lien") be and remain superior to Lessee's interest in the Subordinated Lease.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

SUBORDINATION. All of Lessee's right, title and interest in and to the Subordinated Lease and the Real Property is hereby subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is hereby agreed that Lender's Lien shall be and remain, at all time, prior and superior to Lessee's interests in the Subordinated Lease and the Real Property. Lessee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lessee, whether now existing or hereafter acquired. The words "Security Interest" means and includes, without limitation, any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee represents and warrants to Lender that: (a) no representations or agreements of any kind have been made to Lessee, which would limit or qualify in any way the terms of this Agreement; (b) this Agreement is executed at Lessor's request and not at the request of Lender; (c) Lender has made no representation to Lessee as to the creditworthiness of Lessor; and (d) Lessee has established adequate means of obtaining from Lessor on a continuing basis information regarding Lessor's financial condition. Lessee agrees to keep Lender adequately informed of any facts, events, or circumstances which might in any way affect Lessee's risks under this Agreement and Lessee further agrees that Lender shall have no obligations to disclose to Lessee information or material acquired by Lender in the course of its relationship with Lessor.

LESSEE'S WAIVERS. Lessee waives any right to require Lender: (a) to make, extend, renew or modify any loan to Lessor or to grant any other financial accommodations to Lessor whatsoever; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or non-action on the part of Lessor, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (c) to resort for payment or to proceed directly or at once against any person, including Lessor; (d) to proceed directly against or exhaust any collateral held by Lender from Lessor, any other guarantor, or any other person; (e) to pursue any other remedy within Lender's power; or (f) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender

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may, without notice of any kind to Lessee, (a) make one or more additional secured or unsecured loans to Lessor and/or Lessee; (b) repeatedly alter, compromise, renew, extend, accelerate or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) take and hold collateral for the payment of the Superior Indebtedness and exchange, enforce, waive and release any such collateral, with or without the substitution of new collateral; (d) release, substitute, agree not to sue or deal with any one or more of Lessor's sureties, endorsers or guarantors on any terms or manner Lender chooses; (e) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (f) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (g) assign this Agreement in whole or in part.

DEFAULT BY BORROWER. If Lessor becomes insolvent or bankrupt, this Agreement shall remain in full force and effect.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Lessee and Lessor agree upon Lender's request to submit to the jurisdiction of the Courts of Cook County, Illinois. Lender, Lessee and Lessor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender, Lessee or Lessor against the other. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring Lender to grant to Lessor or to Lessee any financial assistance or other accommodations, or (b) as limiting or precluding Lender from the exercise of Lender's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Lessor.

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender, Lessor and Lessee.

Attorneys' Fees; Expenses. Lessee and Lessor agree to pay upon demand all of Lender's costs and expenses, including reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement and Lessee and Lessor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Lessee and Lessor also shall pay all court costs and such additional fees as may be directed by the court.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement and the covenants of Lessor and Lessee herein in favor of Lender shall extend to, include and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

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Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Lessee shall constitute a waiver of any of Lender's rights or of any of Lessee's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SBA Mandatory Provision. *The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:*

- a) *When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.*
- b) *Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.*
- c) *Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.*

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

[Signature Pages Follow]

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EACH PARTY TO THIS SUBORDINATION AGREEMENT-LEASE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND EACH PARTY AGREES TO ITS TERMS.

LESSOR:

HO ENTERPRISE, LLC, an Illinois limited liability company

By: Ka Yan Ho
Name: Ka Yan Ho
Title: Manager

STATE OF Illinois)
) ss
COUNTY OF COOK)

I, Donna K. Nguyen, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Ka Yan Ho, the Manager of Ho Enterprise, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of November, 2021.



Donna K. Nguyen
NOTARY PUBLIC
My Commission Expires 12/10/24

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LESSEE:

H & L 88 INCORPORATED, an Illinois corporation

By: *Ka Yan Ho*
Name: Ka Yan Ho
Title: President

STATE OF Illinois)
) ss
COUNTY OF COOK)

I, Donna K. Nguyen, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Ka Yan Ho, the President of H & L 88 Incorporated, an Illinois corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of November, 2021.



Donna K. Nguyen
NOTARY PUBLIC
My Commission Expires _____

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 11 TO 18, BOTH INCLUSIVE IN LINCOLN AVENUE HIGHLANDS "L" SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 77 TO 80, BOTH INCLUSIVE IN H. LEROY EVAN'S ADDITION TO NILES CENTER IN THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 76 IN H. LEROY EVAN'S ADDITION TO NILES CENTER IN THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF SECTION 21, AND THAT PART OF LOT 10 IN LINCOLN AVENUE HIGHLANDS "L" SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21, WHICH LIES SOUTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF LOT 76, SAID POINT BEING 60 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 76, TO A POINT 4 FEET SOUTH OF THE NORTH WEST CORNER OF LOT 10, EXCEPTING FROM SAID PREMISES THE NORTHERLY 16 FEET THEREOF FALLING IN THE PUBLIC ALLEY AS DEDICATED IN INSTRUMENT RECORDED MARCH 7, 1961 AS DOCUMENT 18102482 IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 10 IN LINCOLN AVENUE HIGHLANDS "L" SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21 AND SOUTH OF THE SOUTH LINE OF LOT 76 IN H. LEROY EVAN'S ADDITION TO NILES CENTER IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 21, TOGETHER WITH VACATED NORTH AND SOUTH ALLEY LYING SOUTH OF A LINE 2.64 FEET NORTH OF THE SOUTH WEST CORNER OF LOT 10 IN LINCOLN AVENUE HIGHLANDS "L" SUBDIVISION AND EXTENDING WEST FORMING AN ANGLE OF 86 DEGREES 06 MINUTES FROM NORTH TO WEST, ALL IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

LOTS 17 AND 18 IN LINCOLN AVENUE HIGHLANDS "L" SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTH WES T1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5300-5328 Lincoln Ave., Skokie, IL 60077

Permanent Index Numbers:

10-21-127-011-0000

10-21-127-027-0000

10-21-127-028-0000

10-21-127-029-0000

10-21-127-030-0000

10-21-127-031-0000

10-21-127-032-0000

10-21-127-033-0000

10-21-127-041-0000

10-21-127-042-0000

10-21-127-052-0000

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