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2212410041

Doc# 2212410041 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/04/2022 02:12 PM PG: 1 OF 10

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Harvest Commercial Capital, LLC
24422 Avenida De La Carlota
Suite 232
Laguna Hills, CA 92653

T000773A 9/9

Old Republic Title
9601 Southwest Highway
Oak Lawn, IL 60453

FOR RECORDER'S USE ONLY

**SUBORDINATION, ESTOPPEL, CONSENT, NONDISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, ESTOPPEL, CONSENT, NONDISTURBANCE AND ATTORNMENT 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 SUBORDINATION, ESTOPPEL, CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and executed as of the 13th day of April, 2022, by and between Harvest Commercial Capital, LLC, ("Lender"), and 6853 W. 60th, LLC ("Lessor"), San Pedro Imports, Inc. ("Lessee"), and Wayne Phillips / D&P Mechanical, Inc. ("Sublessee").

WHEREAS, Lessee has previously executed one or more unrecorded Leases, dated April 12th, 2022, with 6853 W. 60th, LLC as "Lessor", as at any time amended (the "Lease"), which Lease relates to and encumbers a portion of that certain real property located in Cook County, State of Illinois, together with certain improvements now or subsequently located thereon (the "Property"), which Property is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

APN: 19-18-303-022-0000 & 19-18-303-027-0000

AKA: 6853-55 W. 60th Place, Chicago, IL 60638

Specifically, the leased premises is described as: 6853 W. 60th Place, Chicago, IL 60638.

WHEREAS, Lessee has entered into a certain sublease of the Property dated December 30th, 2020, With Sublessee (the "Sublease").

WHEREAS, on the condition that all of Lessee's rights in the Property and the Lease and all of Sublessee's rights in the Property and the Sublease (the "Lease Rights") be subordinated

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as provided below, Lender has agreed to make a mortgage loan (the "Loan") to Lessor, in the principal amount of \$276,000.00 to provide long term financing for the Property. In connection with the Loan, Lessor has or will be executing a Promissory Note and Deed of Trust with Assignment of Rents, and certain other documents required by Lender to evidence and/or secure Lessor's obligations under the Loan (as at any time amended or supplemented, the "Loan Documents").

NOW, THEREFORE, in consideration of Lender's making the Loan to Lessor, the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by Lender and Lessee, Lender, Lessee and Sublessee agree as follows:

1. Consent and Representations. Lessee and Sublessee each consent to the assignment of the Lease to Lender to secure Lessor's payment of the Loan and Lessor's other obligations under the Loan Documents. Furthermore, Lessee does hereby warrant and represent that:

(a) The Lease is the valid and binding obligation of Lessee, Lessee is not in default under the Lease, and Lessee is not aware of any default by Lessor under the Lease;

(b) No amendments, modifications, or alterations have been made to the Lease;

(c) Neither Lessee nor Lessor shall agree to any mutual termination, amendment, or modification or renewal of the Lease without the prior written consent of Lender;

(d) Lessee shall give Lender prompt written notice of any default by Lessor under the Lease which notice shall specify the nature of the default;

(e) That notwithstanding anything to the contrary in the Lease, should any default under the Lease occur, Lender shall have sixty (60) days after the receipt of such notice from Lessee, and at the option of the Lender, to cure such default of Lessor. Or, if the nature of the default is such that it cannot reasonably be cured within such sixty (60) day period, such longer period as is reasonably necessary to cure such default of Lessor;

(f) All rights of Lessee to terminate the Lease as a result of the occurrence of an event of default thereunder are subject to and conditioned upon Lessee's having first given Lessor written notice of and an opportunity to cure such default as specified herein;

(g) No rent has been pre-paid under the Lease at this time;

(h) The commencement date of the Lease is April 28, 2022. The term of the Lease is for a period of twenty-six years, expiring April 27, 2048.

(i) The amount of zero dollars (\$0.00) is held by Lessor as a security deposit; and

(j) Lessee agrees not to assign, transfer, mortgage, or otherwise encumber the Lease Rights or any interest therein. Lessee further agrees not to sublet the Property or any

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part thereof, without the prior written consent of Lender and any attempt to do so without such consent shall be void as to Lender.

(k) Lender is under no obligation or duty to see to the application of such proceeds by the persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than there provided for in such agreements shall not defeat the subordination herein made in whole or in part.

Lessee hereby makes each and all of the representations and warranties described in Section 1 as to the Master Lease. Lessee hereby makes each and all of the representations and warranties described in Exhibit "B", with the information necessary to complete all blanks pertaining to the Sublease provided and incorporated herein.

2. Non-Disturbance. If Lender or any successor shall succeed to the interest of Lessor by foreclosure, deed in lieu thereof or otherwise, so long as Lessee is not in default (after expiration of any applicable grace period) under the Lease, (a) the Lease shall be deemed to remain in full force and effect as a direct lease between Lender (or its successor) and Lessee, with the same force and effect as if originally entered into with Lender (or its successor) (and the Sublease shall continue in full force and effect so long as Sublessee is not in default thereunder); and (b) Lessee's and Sublessee's possession of the Property and Lessee's and Sublessee's rights and privileges under the Lease or Sublease, respectively, shall not be diminished, interfered with or disturbed by Lender (or its successor) after Lender (or its successor) succeed to the interests of Lessor by foreclosure, deed in lieu thereof or otherwise (subject to the provisions of Section 3 below).

3. Certain Lender Protections. Notwithstanding the provisions of Section 2 above or the Lease or Sublease, if Lender (or its successor) shall succeed to the interest of Lessor under the Lease, Lessee and Sublessee agree as follows: (a) Lender (or its successor) shall not be: (i) subject to any credits, offsets, defenses, claims or counterclaims which Lessee might have against Lessor (or its successor) or Sublessee might have against Lessee, nor liable for any act, omission, breach or default of Lessor or Lessee (or its successor); (ii) bound by any rent or additional rent which Lessee or Sublessee shall have paid more than one (1) month in advance to Lessor or Lessee (or its successor); (iii) bound by any covenant to undertake or complete any improvement to the Premises or the Property; (iv) bound by any amendment or modification to the Lease or Sublease, or waiver of any provision of the Lease or Sublease, which has not been consented to in writing by Lender (or its successor), other than any amendment or modification which does not materially and adversely affect the value of the Property, the Lease, the Sublease or the cash flows therefrom; or (v) liable for the return of any security deposit made by Lessee or Sublessee unless Lender (or its successor) shall have actually received such security deposit. Upon transfer or assignment of the Property by Lender (or its successor), Lender (or its successor) shall be deemed automatically released from any and all liability under the Lease and/or Sublease.

4. No Personal Liability. This Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Lessee or Sublessee for repayment of or otherwise in connection with the Loan.

5. Subordination to Loan Documents and Liens. The Lease Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents, and all liens and security interests of Lender in the Property and to all sums advanced on the security of the Loan

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Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Lease Rights are hereby subordinated to the Loan Documents and all liens and security interests of Lender in the Property the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to execution, delivery and filing of the Lease or Sublease.

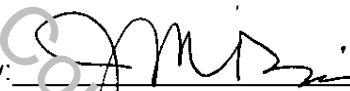
6. Attornment. Lessee shall attorn to and recognize any purchaser at a foreclosure sale under the Deed of Trust, any transferee who acquires the Property by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its lessor for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

7. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Lessee, Sublessee, Lender and their respective successors and assigns.

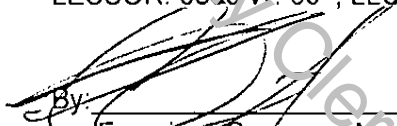
NOTICE: THIS SUBORDINATION, ESTOPPEL, CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE LESSOR TO OBTAIN A LOAN A PORTION OF WHICH MAYBE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EXECUTED as of the day and year first above written.

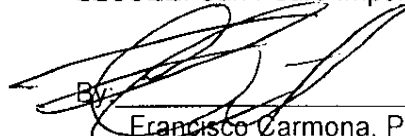
LENDER: Harvest Commercial Capital, LLC

By: 
Jacqueline Dragmire, SVP/Loan Administration

LESSOR: 6853 W. 60th, LLC

By: 
Francisco Carmona, Manager

LESSEE: San Pedro Imports, Inc.

By: 
Francisco Carmona, President

SUBLESSEE: Wayne Phillips / D&P Mechancial, Inc.

By: _____
Wayne Phillips, Individually

By: _____
Authorized Signer of D&P Mechancial, Inc.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Lease Rights are hereby subordinated to the Loan Documents and all liens and security interests of Lender in the Property the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to execution, delivery and filing of the Lease or Sublease.

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EXECUTED as of the day and year first above written.

LENDER: Harvest Commercial Capital, LLC

By: _____
Jacqueline Dragmire, SVP/Loan Administration

LESSOR: 6853 W. 60th, LLC

By: _____
Francisco Carmona, Manager

LESSEE: San Pedro Imports, Inc.

By: _____
Francisco Carmona, President

SUBLESSEE: Wayne Phillips / D&P Mechancial, Inc.

By: Wayne Phillips
Wayne Phillips, Individually

By: Wayne Phillips
Authorized Signer of D&P Mechancial, Inc.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

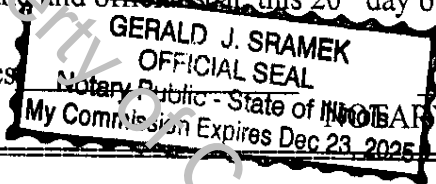
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State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Wayne Phillips, personally known to me to be the President of D & P Mechanicals, Inc, and individually, appeared before me this day in person and severally acknowledged that as such President and Individual, he signed and delivered the said instrument as President of said corporation, and individually and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation and as an individual, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of April, 2022.

Commission expires



[Handwritten Signature]

Cook County Clerk's Office

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CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Sacramento }

On April 20, 2022 before me, K. Knizevski, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jacqueline Dragmire
Name(s) of Signer(s)

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]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

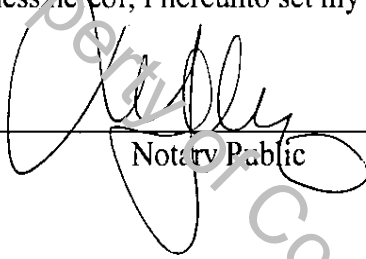
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State of IL)SS:
County of COOK

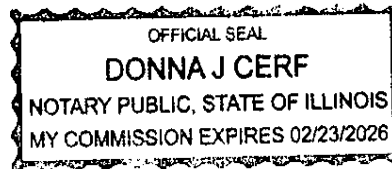
On this, the 26th day of APRIL, 2022, before me a notary public, the undersigned officer, personally appeared FRANCISCO CARMONA

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public



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EXHIBIT A

ALL OF LOT 6 AND THAT PART OF LOT 5, IN SCHLESS INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 5 AND RUNNING THENCE SOUTH 00 DEGREES 00 MINURES, 00 SECONDS EAST ALONG THE WEST LINE OF LOT 5 A DISTANCE OF 140 FEET TO THE SOUTHWEST CORNER OF LOT 5; THENCE SOUTH 89 DEGREES 30 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF LOT 5, A DISTANCE OF 122.43 FEET TO A POINT; THENCE NORTH 00 DEGREES 29 MINUTES 45 SECONDS EAST, A DISTANCE OF 1.70 FEET TO A POINT, THENCE NORTH 83 DEGREES 17 MINUTES 46 SECONDS WEST, A DISTANCE OF 60.03 FEET TO A POINT, THENCE NORTH 00 DEGREES 26 MINUTES 29 SECONDS EAST ALONG THE EAST LINE OF BUILDINGS, A DISTANCE OD 71.47 FEET TO A POINT; THENCE SOUTH 89 DEGREES 33 MINUTES 31 SECONDS WEST, A DISTANCE OF 4.00 FEET TO A POINT, THENCE NORTH 00 DEGREES 26 MINUTES 29 SECOND WEST, A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 90 DEGREES 33 MINUTES 31 SECONDS WEST, S DISTANCE OF 4.00 FEET TO A POINT, THENCE NORTH 00 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 36.43 FEET TO A POINT; THENCE WESTERLY ON A CURVE HAVING A RADIUS OF 45 FEET CONVEX TO THE SOUTH AN ARC DISTANCE OF 72.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

No amendments, modifications, or alterations have been made to the Sublease except the Amendment dated N/A;

The commencement date of the Sublease is January 1st, 2021. The term of the Sublease is for a period of two years, expiring December 31st, 2023.

The amount of zero dollars (\$0.00) is held by Lessee as a security deposit.

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W.P.
Tenant Initial Here