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Doc#: 2320255165 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/21/2023 03:04 PM Pg: 1 of 10

RECORDATION REQUESTED BY:

US METRO BANK
Anaheim Office
1055 N. Tustin Ave.
Anaheim, CA 92807

WHEN RECORDED MAIL TO:

US METRO BANK
9866 Garden Grove Blvd
Garden Grove, CA 92844

SEND TAX NOTICES TO:

**3511-15 RAVENSWOOD LLC,
AN ILLINOIS LIMITED
LIABILITY COMPANY
3511-3515 NORTH
RAVENSWOOD AVENUE
CHICAGO, IL 60657-1013**

FOR RECORDER'S USE ONLY

This Subordination Agreement - Lease prepared by:

US METRO BANK
1055 N. Tustin Ave.
Anaheim, CA 92807

NOTICE: THIS SUBORDINATION AGREEMENT - LEASE 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.

SUBORDINATION AGREEMENT - LEASE

THIS SUBORDINATION AGREEMENT - LEASE dated July 14, 2023, is made and executed among 3511-15 RAVENSWOOD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY ("Lessor"); 3511-15 RAVENSWOOD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; and A FRESH START SOBER LIVING ENVIRONMENTS, INC., AN ILLINOIS CORPORATION ("Borrower"); and US METRO BANK ("Lender").

SUBORDINATED LEASE. Lessor has executed a lease dated July 14, 2023 of the property described herein which was recorded as follows: A CERTAIN UNRECORDED LEASE AGREEMENT DATED JULY 14, 2023, EXECUTED BY 3511-15 RAVENSWOOD LLC, AS LESSOR AND A FRESH START SOBER LIVING ENVIRONMENTS, INC., AS LESSEE, SUBJECT TO ALL THE TERMS AND CONDITIONS CONTAINED IN LEASE AGREEMENT (the "Subordinated Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: THE TERM OF LEASE SHALL BE 25 YEARS, COMMENCING ON JULY 14, 2023 AND ENDING ON JULY 14, 2048. THE MONTHLY RENTAL FOR 25 YEARS SHALL BE THE SUM OF FORTY-THREE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$43,920.00).

REAL PROPERTY DESCRIPTION. The Lease covers 3511-3515 NORTH RAVENSWOOD AVENUE, CHICAGO, IL 60657-1013 of the following described real property located in COOK County, State of Illinois:

LOT 22 AND 23 IN BLOCK 1 IN GROSS' NORTH ADDITION TO CHICAGO BEING A SUBDIVISION OF THE SOUTHWESTERLY 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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SUBORDINATION AGREEMENT - LEASE

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The Real Property or its address is commonly known as 3511-3515 NORTH RAVENSWOOD AVENUE, CHICAGO, IL 60657-1013. The Real Property tax identification number is 14-19-404-009-0000 AND 14-19-404-010-0000.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness");

LOAN IN THE AMOUNT OF \$4,830,000.00 WITH INTEREST AS EVIDENCED BY THAT U.S. SMALL BUSINESS ADMINISTRATION NOTE DATED JULY 14, 2023 AND EXECUTED BY 3511-15 RAVENSWOOD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND A FRESH START SOBER LIVING ENVIRONMENTS, INC., AN ILLINOIS CORPORATION.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated July 14, 2023, from 3511-15 RAVENSWOOD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY to Lender (the "Lender's Lien") and recorded in COOK County, State of Illinois as follows:

MORTGAGE AND ASSIGNMENT OF RENTS DATED ON THE SAME DATE TO BE RECORDED CONCURRENTLY HERewith.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease.

REQUESTED FINANCIAL ACCOMMODATIONS. Lessor and Borrower each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Borrower and Lessor each represent and acknowledge to Lender that Lessor will benefit as a result of these financial accommodations from Lender to Borrower, and Lessor acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. All of Lessor's right, title, and interest in and to the Subordinated Lease is and shall be subordinated in all respects to Lender's Lien and the Superior indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to Lessor's interests in the Subordinated Lease. Lessor also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lessor, whether now existing or hereafter acquired. The words "Security Interest" mean and include 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.

LESSOR'S REPRESENTATIONS AND WARRANTIES. Lessor hereby represents and warrants to Lender that Lessor has heretofore delivered to Lender a true, correct and complete copy of the Lease, which constitutes the entire agreement between the parties thereto and Lessor further acknowledges that the Lease is in full force and effect and that no default by Lessor or, to Lessor's knowledge, by other party under the terms and provisions of the Lease exists as of the date hereof.

LESSOR WAIVERS. Lessor waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower 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 nonaction on the part of Borrower, 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 Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, 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 Subordination. In particular, without limitation, Lender

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may (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, 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 Borrower'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 of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

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

Amendments. This Subordination, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Lessor also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Lessor represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Lessor's security interests in Lessor's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Applicable Law. 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.

Choice of Venue. If there is a lawsuit, Lessor agrees upon Lender's request to submit to the jurisdiction of the courts of Orange County, State of California.

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Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lessor 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.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination 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 Subordination 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 Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Lessor, shall constitute a waiver of any of Lender's rights or of any of Lessor's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, 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.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Subordination. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Subordination shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means 3511-15 RAVENSWOOD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; and A FRESH START SOBER LIVING ENVIRONMENTS, INC., AN ILLINOIS CORPORATION, and all other persons and entities signing the Note in whatever capacity.

Lender. The word "Lender" means US METRO BANK, its successors and assigns.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Subordination.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral 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.

NOTICE: THIS 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.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED JULY 14, 2023.

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SUBORDINATION AGREEMENT - LEASE (Continued)

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BORROWER:

3511-15 RAVENSWOOD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 
**LENNY GOLDFARB aka LEONID GOLDFARB, Manager &
Member of 3511-15 RAVENSWOOD LLC, AN ILLINOIS
LIMITED LIABILITY COMPANY**

**A FRESH START SOBER LIVING ENVIRONMENTS, INC., AN ILLINOIS
CORPORATION**

By: 
**LENNY GOLDFARB aka LEONID GOLDFARB, President &
Secretary of A FRESH START SOBER LIVING ENVIRONMENTS,
INC., AN ILLINOIS CORPORATION**

LESSOR:

3511-15 RAVENSWOOD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 
**LENNY GOLDFARB aka LEONID GOLDFARB, Manager &
Member of 3511-15 RAVENSWOOD LLC, AN ILLINOIS
LIMITED LIABILITY COMPANY**

LENDER:

US METRO BANK

X 
Authorized Officer Samuel Lee, FVP / SBA Loan Officer

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

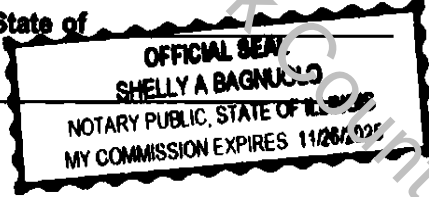
STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 17th day of July, 2023 before me, the undersigned Notary Public, personally appeared **LENNY GOLDFARB aka LEONID GOLDFARB, Manager & Member of 3511-15 RAVENSWOOD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**, and known to me to be a member or designated agent of the limited liability company that executed the Subordination Agreement - Lease and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

By [Signature] Residing at [Address]

Notary Public in and for the State of

My commission expires _____



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SUBORDINATION AGREEMENT - LEASE (Continued)

Loan No: 5187489101

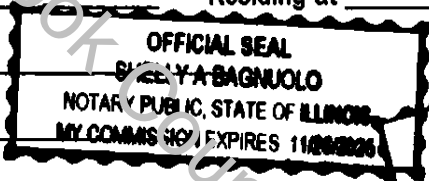
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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 17th day of July, 2022 before me, the undersigned Notary Public, personally appeared **LENNY GOLDFARB** aka **LEONID GOLDFARB, President & Secretary of A FRESH START SOBER LIVING ENVIRONMENTS, INC., AN ILLINOIS CORPORATION**, and known to me to be an authorized agent of the corporation that executed the Subordination Agreement - Lease and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By [Signature] Residing at [Address]
 Notary Public in and for the State of _____
 My commission expires _____



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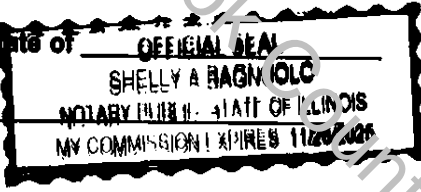
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

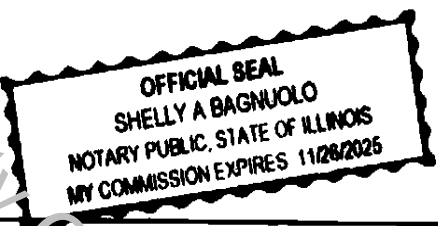
On this 17th day of July, 2022 before me, the undersigned Notary Public, personally appeared **LENNY GOLDFARB** aka **LEONID GOLDFARB, Manager & Member of 3511-15 RAVENSWOOD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**, and known to me to be a member or designated agent of the limited liability company that executed the Subordination Agreement - Lease and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

By [Signature] Residing at [Address]

Notary Public in and for the State of _____



My commission expires _____



Clerk's Office

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SUBORDINATION AGREEMENT - LEASE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

See attached

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for **US METRO BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **US METRO BANK**, duly authorized by **US METRO BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **US METRO BANK**.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Property of Cook County Clerk's Office

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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 Orange)

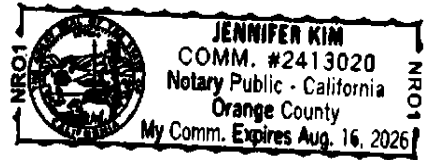
On 7/14/23 before me, Jennifer Kim, Notary Public
(here insert name and title of the officer)

personally appeared Samuel Lee

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)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Subordination Agmt - Lease

containing 9 pages, and dated 7/14/23

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method or Signer Identification	
Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # <u>45</u> Entry # <u>6</u>	
Notary contact: <u>Jennifer Kim</u>	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	