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KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

Date 3/19/2024 9:47 AM Pg: 1 of 3

(Space above is for Recording Information)

SUBORDINATION AGREEMENT

CF389 (03/23)

Drafted By: Greg J Davis, Esq
2600 Jenny Wren Trail
Sun Prairie, WI 53590

Return To: Compeer Financial
Attn: Jason Garman
1303 Leslie Drive
Bloomington, IL 61704

Loan No. 7916455900

This Subordination is granted by Acumen LLC (a/k/a Acumen, LLC), an Illinois limited liability company, (the "Grantor," whether one or more), to Compeer Financial, FSCA, a federally chartered corporation (the "Lender," whose address is PO Box 810, Sun Prairie, WI 53590), its successors and assigns, in connection with a loan being extended by the Lender to Debra J. Tucker (the "Borrowers," whether one or more).

Whereas, the Borrowers applied to the Lender for a loan of \$2,500,000.00 for a term expiring on 11/1/2028 to be secured by a mortgage dated 9/29/2023 encumbering real estate in Vermilion and Cook Counties, IL described in the attached Exhibit A executed by Acumen LLC (a/k/a Acumen, LLC), an Illinois limited liability company, and Heritage Hickory Grove Farms, LLC, an Illinois limited liability company, (the "Mortgagors," whether one or more).


Whereas, the Grantor is the legal holder of a unrecorded Lease dated 10/7/2004 in Book n/a at Page n/a as Document No. n/a of the records of said counties and state, and the property described in said instrument includes all or a portion of the above-described real estate; and

Whereas, to induce the Lender to make said loan, the Grantor agreed and consented to subordinate the unrecorded Lease of the Grantor to the mortgage of the Lender, and the Lender approved the loan subject to this Subordination;

Now, Therefore, the Grantor, in consideration of the premises and the loan extended by the Lender to the Borrowers, does hereby consent to and subordinate said unrecorded Lease in favor of the Grantor to said mortgage in favor of the Lender and, further, agree that said unrecorded Lease in favor of the Grantor shall be and remain subject and subordinate to said mortgage in favor of the Lender securing payment of said indebtedness, all extensions and renewals thereof, and all accrued interest thereon, reasonable foreclosure costs and expenses, including attorney's fees, and reasonable advances to protect the security, including taxes, insurance and repairs to the premises.

Dated: September 29, 2023

Alinea Restaurant, an Illinois limited liability company


Grant Achatz Manager

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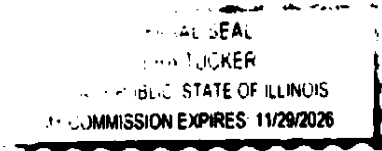
STATE OF Illinois

) ss. (Limited Liability Company)

COUNTY OF Cook

On September 29, 2023, before me personally appeared: Grant Achatz, to me known to be the person(s) described in and who executed the foregoing instrument as Manager of Aineia Restaurants, LLC, an Illinois limited liability company and acknowledged the same as the free act and deed of the company.

DJ Tucker
Debra Tucker Notary Public
Illinois State County, Cook
My Commission Expires 11/29/26



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EXHIBIT A LEGAL DESCRIPTION ATTACHMENT

Loan No. 7916455900

Cook County

Lot 76 in Ira Scott's Subdivision of the West Half of the West Half of Block 1 on Sheffield's Addition to Chicago in Section 29, 31, 32 and 33, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

PIN 14-33-313-005-0000

Vermilion County**Tract 1: (Greer Farm)**

The South Half of the Southwest Quarter of Section 16, Township 21 North, Range 12 West of the Second Principal Meridian,

AND the Northeast Quarter of the Southwest Quarter of Section 16 Township 21 North, Range 12 West of the Second Principal Meridian;

AND 58 1/2 rods off the North side of the South Half of the Southeast Quarter of Section 16, ALSO 3 rods off the South side of the North Half of the Southeast Quarter of Section 16, all in Township 21 North, Range 12 West of the Second Principal Meridian, EXCEPT commencing at a brass survey marker at the Southeast corner of said Section; thence North along the East line of said Section 1,080.8 feet for a place of beginning, thence continuing North along the aforesaid line 287 feet to the North line of the South 3 rods of the North Half of said Quarter Section as evidenced by an existing fence, thence West enclosing an angle of 90 degrees 24 minutes 24 seconds a distance of 852 feet to an Iron Flag, thence South enclosing an angle of 89 degrees 49 minutes 43 seconds a distance of 287 feet to an Iron Rod, thence East enclosing an angle of 90 degrees 10 minutes 17 seconds a distance of 853.2 feet to the place of beginning, all situated in Vermilion County, Illinois

AND (Wilber Farm)

The East Half of the East Half of the Northwest Quarter of Section 16,

AND the West 55 acres of the South Half of the Northeast Quarter of Section 16, in Township 21 North, Range 12 West of the Second Principal Meridian, situated in Vermilion County, Illinois.

PIN 13-16-100-006

Tract 2: (Moss Lane East)

The West Half of the Northwest Fractional Quarter AND the North Half of the West Half of the Southwest Fractional Quarter of Section 6, Township 20 North, Range 11 West of the Second Principal Meridian, situated in Vermilion County, Illinois, all situated in Vermilion County, Illinois.

PINs 18-06-100-003