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SUBORDINATION OF LEASE

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THIS AGREEMENT made this 12th day of April, 1988 by and between SONG YONG KIM, a/k/a Richard Kim, and YOU KYUNG KIM, his wife (hereinafter designated as "Owner"), and SEUN K. (JAMES) - KIM, d/b/a Palatine Cleaners or Pal-Quin Cleaners, an Illinois corporation (hereinafter designated as "Tenant"), and THE FIRST COMMERCIAL BANK (hereinafter designated as "Lender").

WITNESSETH:

WHEREAS, Owner is the owner in fee simple of certain premises (herein called the "Premises") located in the City of Palatine, County of Cook and State of Illinois, which are more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, by a certain undated lease (herein called the "Lease") Owner, as successor Lessor, leased and demised to Tenant, as Lessee, certain buildings comprising part of the Premises (herein called the "Leased Premises") for a term commencing upon the 15th day of July, 1985 and terminating on July 14, 1990; and

WHEREAS, Owner has executed, or is about to execute, a Mortgage dated April 12, 1988 to secure an Installment Note on the amount of Three Hundred Seventy Thousand and no/100 (\$370,000.00) Dollars, which said Mortgage is to be recorded contemporaneously herewith; and which Note is to be secured by said Mortgage and further secured by the following two (2)

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instruments, all of which are to be executed and delivered by Owner to Lender:

- a. a Security Agreement (herein called the "Security Agreement") creating a security interest in favor of Lender in and to all personal property, equipment and fixtures belonging to the Owner located at, or affixed to, or used in connection with the Premises, including, but not limited to, the Personal Property and Fixtures; and
- b. an Assignment of Leases and Rents assigning to Lender all Owner's right, title and interest of, in and co all leases covering various parts of the Premises, including the Lease, and assigning all rents, issues and profits under all leases, subleases and lettings of any nature and agreements for the use and occupancy of all or any part of the Premises, whether written or oral and whether now existing or hereafter entered into; and

WHEREAS, it is a condition precedent to obtaining said loan that said Lease and any and all rights thereunder, including any lien or charge held by Tenant be subordinated to the Mortgage above described, and that said Mortgage shall be and remain a lien and charge upon the lands hereinbefore described, prior and superior to the lien or charge of said Lease; and

WHEREAS, Tenant, as an inducement to Lender to make said loan of Three Hundred Seventy Thousand and no/100 (\$370,000.00) Dollars, is willing to grant such subordination in favor of Lender on the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the advantages to be derived from the provisions hereof as well as in further consideration of the sum of One and no/100 (\$1.00)

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Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do covenant, promise and agree as follows:

Tenant hereby covenants, consents and agrees to and with Lender that the Lease and any and all estates, rights, options, liens and charges therein contained or created in favor of and held by Tenant with respect to the Leased Premises and the Personal Property and Fixtures therein contained and any and all other rights therein granted by Owner and now held by Tenant are hereby made and shall continue to be subject, subordinate and postponed in all respects to the lien of the Mortgage, the security interest of Lender to be created by the Security Agreement, and the assignment to Lender of all leases, rents, issues and profits under the Assignment of Leases and Rents (and to any extensions, renewals and modifications or any of them, whether or not Tenant shall have received notice thereof or shall have consented thereto or approved same) to the full extend of the principal amount secured by the Mortgage, the Security Agreement, the Assignment of Leases and Kents and all interest and any other sums to become due under or secured by any of said instruments, and all advances, disbursements and expenses of Lender thereunder (or under any such extensions, renewals or modifications) shall be deemed to be secured by the Mortgage, the Security Agreement, the Assignment of Leases and Rents, and constitute encumbrances and assignments, as the case

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might be, under the Mortgage, Security Agreement, Assignment of Leases and Rents prior to the Lease, and all Tenant's rights under both, all with the same force and effect as if the Mortgage had been executed, delivered and duly recorded in the Office of the Recorder of Deeds of Cook County, Illinois prior to the execution and delivery of the Lease, and as if the Security Agreement had been executed and delivered, and as if Financing Statements perfecting the Security Interest to be created by the Security Agreement had been executed, delivered and duly filed in accordance with the provisions of the Illinois Uniform Commercial Code, all prior to the execution and delivery of the Lease.

- 2. Tenant further covenants and agrees to and with Lender that upon the execution and delivery by Owner to Lender of the Assignment of Leases and Rents and upon Tenant's receipt of notice thereof from Lender, Tenant shall, so long as any sums secured by the Mortgage remain unpaid:
 - a. Give to Lender a duplicate copy of any notice thereafter permitted or required to be given by Tenant under the Lease to Owner at the same time as any such notice is given to Owner; and
 - b. Not assign, mortgage, sublease or transference the leasehold estate, or any part thereof, created by the Lease or any right, title or interest of the Tenant of, in or to the Lease without the written consent of Lender being first had and obtained; and
 - c. Not attempt to terminate or surrender the Lease or the term or estate created thereby by reason of any default on the part of Owner without prior written notice thereof to Lender and unless and until

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a reasonable period of time shall have elapsed following the receipt of such notice by Lender, during which period Lender shall have the right, but shall not be obliged to remedy or cure any such default; and

- d. Not anticipate payment of the rent or other sums to become due by Tenant under the Lease in advance of the time fixed for the payment thereof under the original terms of the Lease; and
- e. Not amend or modify the Lease, or any terms thereof, in any respect without the written consent of Leacer first had and obtained.
- 3. Terant warrants and represents to Lender and covenants and agrees to and with Lender that:
 - a. The Lease is in full force and effect in accordance with the original terms thereof; and
 - b. Tenant does not, at the present time, have any right of set-off or right to withhold any rents or other sums due from Tenant under the Lease; and
 - c. That no rent or other sums due from Tenant under the Lease have been paid in advance of the time when same become due under the express terms and provisions thereof; and
 - d. Tenant has not assigned or in any other manner whatsoever transferred or encumbered as is as of the date hereof the sole owner of the leasehold estate and all other rights of the Lessen under the Lease; and
 - e. Tenant has the full right and power to enter into, agree to and be bound by the terms and provisions hereof, and the execution and delivery hereof by the officers have been duly and lawfully authorized by proper corporate action, resolutions and proceedings.
- 4. Owner joins herein for the purpose of assenting and agreeing, and does hereby consent and agree, to the

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subordination by Tenant of the leasehold estate and all right, title and interest of Tenant under the lease to the Mortgage and the Security Agreement as herein provided.

- 5. This Subordination Agreement and the respective rights and duties of each of the parties hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns or each of them.
- 6. All notices permitted or required to be given hereunder by any party hereto shall be in writing and shall be deemed to have been given if properly mailed by any form of United States mail, postage prepaid, to the party to be notified addressed as follows:
 - a. If to Owner, at 5076 N. Lincoln Avenue, Chicago, IL 60625;
 - b. If to Tenant, at 700 W. Palatine Road, Palatine, IL;
 - c. If to Lender, to the attention of Mr. Rick Salm, Vice President, The First Commercial Bank, 6945 N. Clark Street, Chicago, Illinois 60626.
 - d. In the case of a change after the date hereof in the address of any of the parties hereto, to such new address of such party, and in the case of a transfer as herein permitted by any of the parties hereto of its respective interests hereunder, to such transferee at its address, all as may be specified by notice given as provided herein.
- 7. This Subordination Agreement shall be construed in accordance with, and any dispute arising hereunder shall be governed by, the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties hereto have caused this Subordination Agreement to be executed in their names and for and on their behalf by their respective officers thereunto duly authorized, all as of the day and year first above written.

OWNER

CONG VONG KIM a/k/a Richard Kim

YOU KYUNG KIM

TENANT

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Palatine Cleaners or Pal-Quint Cleaners, an Illiois corporation

LENDER:

THE FIRST COMMERCIAL BANK

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s: Vice President

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STATE OF ILLINOIS }
} SS.
COUNTY OF C O O K }

I, CITCIAND. AHA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SONG YONG KIM, a/k/a Richard Kim, and YOU KYUNG KIM, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of April, 1988.

Notary Public

STATE OF ILLINOIS)
COUNTY OF C O O K

" OFFICIAL SEAL"
WILLIAM D. AHN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/4/92

I, WILLIAM D. AHM a Notary Public in and for said County, in the State aforesaid, of HEREBY CERTIFY that SEUN EDWARD SMIN H. (JAMMS) KIM, d/b/a Palatine Cleaners or Pal-Quinn Cleaners, an Illinois corporation, personally 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 said instrument as nic own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this April, 1988.

Notary Public

" OFFICIAL SEAL "
WILLIAM D. AHN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/4/92

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STATE OF ILLINOIS COUNTY OF C O O K

COMMERCIAL BANK, and (-100) Solver, Cashier thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Cashier, did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set

GIVEN under my hand and Notarial Seal this Did day of April, 1988.

OFFICIAL SEAL TINA M. HANSON NOTARY PUBLIC STATE OF A WOLS My Commission Explices 17 18 18 18

This instrument was prepared by

Hail to: Richard W. Rappold, Esq. Frincell, Gulper & Lasky, KTD 30 R. La Saller St. Clarage, 272, 600602

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EXHIBIT "A"

Legal Description

Lots 3 and 4 in Block 6 in Merrill's Garden Homes, a Subdivision in the North Half of the Northwest Quarter of Section 22, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

P.I. Nos.: 02-22-100-004 02-22-100-005

Property commonly known as: 700 West Palatine Road, Palatine, IL

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