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SUBORDINATION OF LEASE AGREEMENT

90338218

THIS AGREEMENT, made as of the 29th day of June, 1990, between Black Ram, Inc. ("Tenant"), The First National Bank of Des Plaines ("Lender"), and James Mandas ("Landlord").

Recitals

A. The Landlord is the assignee of a certain lease ("Ground Lease") dated March 1, 1985, with Landlord as Lessee for the Premises commonly known as the parking lot on Oakton Street in Des Plaines, Illinois ("Premises") and more particularly described in said Ground Lease; and

B. The Lender is currently the holder of a Promissory Note, Leasehold Mortgage ("Mortgage"), Security Agreement, together with an Assignment of Subleases and Rents covering the Premises dated as of June 29, 1990 ("Loan Documents"); and

C. The Tenant has entered into a certain Sublease Agreement ("Lease") dated June 29, 1990 with Landlord for the Premises; and

D. Each party hereto has requested the other parties to enter into this Agreement.

DEPT-01 RECORDING 118.25
143373 TRAN 2031 07/13/90 14:09:00
47656 * -90-338218
COOK COUNTY RECORDER

90338218

Agreement

NOW THEREFORE, in consideration of loan, extension of credit or financial accommodation granted to Nicholas T. Lipes or Tenant or Landlord by Lender and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Tenant in and to said Premises are and shall be subject and subordinate to the Mortgage and Loan Documents and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof; and

2. Tenant consents to the Mortgage and Loan Documents and, in the event of the commencement of any proceeding of foreclosure of said Mortgage or Loan Documents, or in the event Lender comes into possession or acquires title to the Ground Lease as a result of the enforcement of foreclosure of the Mortgage or Loan Documents, or as a result of any other means, Tenant agrees that Lender at its option and in its sole discretion may terminate the Lease and dispossess Tenant from the Premises.

3. In the event Lender exercises its option to terminate the Lease and dispossess Tenant from the Premises, the Tenant's right to possession of the Premises and the Tenant's right to remain in quiet and peaceful possession of the Premises throughout the full term of the Lease shall terminate at 12:01

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a.m. on the 15th day after the Notice of Termination of the Lease is served upon the Tenant by the Lender. For purposes hereof, service of the Notice of Termination of the Lease may be made by the Lender in any of the following manners:

(a) Taping the Notice of Termination of the Lease to any entrance way into the Premises;

(b) Upon the mailing of the Notice of the Termination of the Lease to the Tenant by U.S. Mail postage prepaid, certified mail, return receipt requested or upon personally serving the Notice of Termination of the Lease upon any shareholder, officer or director of the Tenant.

The verification of the service of the Notice of Termination of the Lease by the Lender shall be conclusive evidence of the service of the Notice of Termination of the Lease.

4. Regardless of any term, provision, condition, covenant, representation or warranty contained in the Lease, Lender shall not at any time, be liable to Tenant for any amounts due Tenant as a result of the Termination of the Lease, whether provided for by the Lease, operation of law, applicable law or otherwise, including but not limited to actual, special, compensatory or consequential damages. Tenant waives and releases Lender from any and all rights, claims, demands, actions or causes of action, which Tenant may have against Lender as a result of the Termination of the Lease by Lender whether such right, claim, demand, action or cause of action arises as a result of any term, provision, condition, representation or warranty contained in the Lease or by operation of law or by applicable law.

5. In the event Tenant fails to voluntarily surrender possession of the Premises to the Lender upon Termination of the Lease by the Lender, the Tenant agrees to pay to the Lender all costs and expenses, including but not limited to attorneys' and paralegal fees incurred by the Lender in any action commenced by the Lender to dispossess the Tenant or to obtain possession of the Premises from the Tenant. The Tenant shall be liable to the Lender for any damage caused to the Premises by the Tenant.

6. Tenant agrees with Lender that if Lender shall succeed to the interest of Landlord under the Lease, Lender shall not be (a) liable for any action or omission of Landlord under the Lease, (b) subject to any offsets or defenses which Tenant might have against Landlord, (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord, (d) bound by any security deposit which Tenant may have paid to Landlord, unless such deposit is in an escrow fund available to Lender, or (e) bound by any term, provision or condition of the Lease or any sublease or any amendment or modification of the Lease or any sublease.

7. In the event that the Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to the Lender and the Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any

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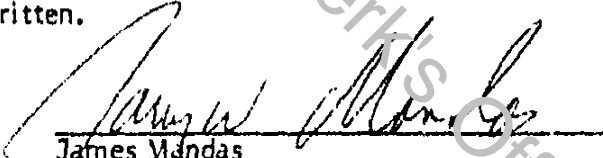
action with respect to such default under the Lease including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rental thereunder for a period of 90 days after receipt of such written notice thereof by the Lender with respect to any such default capable of being cured by the payment of money and for a period of 180 days after receipt of such written notice thereof by the Lender with respect to any other such default (provided, that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such 180 day period, if the Lender shall proceed promptly to cure the same and thereafter shall prosecute the curing of such default with diligence, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of same with diligence).

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns and subleases. As used herein the term "Tenant" shall include the Tenant, its successors and assigns and subleases; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Ground Lease and/or Lease and/or Premises by voluntary deed (or assignment) in lieu of foreclosure, and the word "Lender" shall include the Lender herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Ground Lease and/or Lease and/or Premises by, through or under foreclosure of the Mortgage or Loan Documents.

9. If any provision of this Agreement is held to be void or unenforceable such provision shall be deemed omitted from this Agreement and with such provision omitted, this Agreement shall remain in full force and effect.

10. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.


James Mandas

Black Ram, Inc.

By: 

Attest: 

The First National Bank of Des Plaines

By: 

90338218

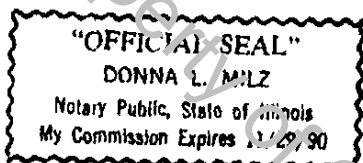
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STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that James W. Mondak personally known to me to be the same person subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of July, 1990.



Donna L. Milz
NOTARY PUBLIC

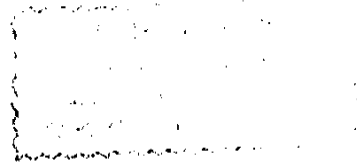
My Commission Expires: _____

Cook County Clerk's Office

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Property of Cook County Clerk's Office



11/15/2011

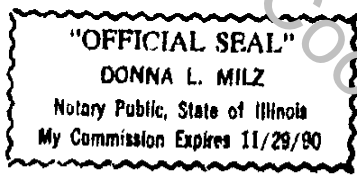
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STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that James W. Mendon, personally known to me to be the same person whose name is as President of Bank Ram Inc., a corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered 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 July, 1990.



[Signature]
NOTARY PUBLIC

My Commission Expires: _____

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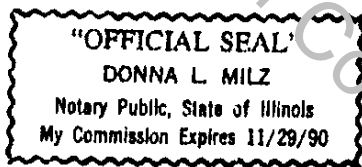
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STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Donna L. Milz, personally known to me to be the same person whose name is as Notary Public of First National Bank of Chicago, a National Bank corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered 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 July, 1990.



Donna L. Milz
NOTARY PUBLIC

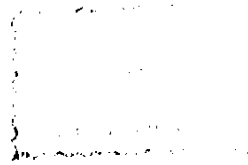
My Commission Expires: _____

GNT
MAIL TO: Guaranty National Title Company
30 N. LaSalle Street, Suite 3910
Chicago, Illinois 60602
312-609-2700 FAX 312-609-2713

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210-88001

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EXHIBIT A

THE EAST 100 FEET OF LOTS 1 TO 5 INCLUSIVE IN BLOCK 2 IN IRA BROWN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address:

14⁴⁵ Oakton Street
Des Plaines, Illinois 60016

P.I.N. 09-29-206-034

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11/10/2011