(4784) 11 (64486449 425,50 2408(1) 17644 (5664 627)(4795 11158400) 467(37 7 684) 48 6 7 6 4 1115840) 1 4000 (64862) 80 (680)(6

90103801

Subordination of Real Estate Lease

	"Tenant")
whose address is 5242 W. Oiversey Avenue, Chicago, Illinois	
and delivered to Plaza Bank, an Illinois tanking corporation ("Bank") whose address is 7460 W. Road, Norridge, Illinois 60034	. Irving Park
Tenant and Michael Kuchejda, A/K/, MICHAL KUCHEJDA ("Owner/Mo	rtgagor'')
entered into a Lease dated	following
described real property ("the Premises"), 96103798, 96103799	
Land located in the City of Chicago Cook County, Illinois. 7/7 4/9/552 V	
SEE EXHIBIT "A" ATTACHED () () () () () () () () () () () () ()	0 1000
Commonly known as: 5242 W. Diversey Avenue, Chicago, Illinois 60639 Tax Parcel Identification No.: See Exhibit A Attached	
Tax Parcel Identification No.:	,
Owner/Mortgagor has applied to the Bank for a loan or other extension of credit, direct or indire with all extensions, renewals and substitutions is called "Debt." The Debt is or will be secured by a covering the Premises. The Bank is willing to extend or continue the Debt upon the condition that Tens	

THEREFORE, TENANT REPRESENTS AND AGREES AS FOLLOWS:

dinate its interest in the Lease to the Bank.

- Tenant subordinates its interest in the Lease to the Bank and agrees that any mortgage and any extension, renewal, modification or replacement of any mortgage made to secure the Debt is a lien prior and superior to the Lease.
- 2. The Lease is presently in full force and effect and is unmodified except as indicated by amendments attached to the Lease.
- 3. The term of the Lease has commenced and the Tenant is in possession of the leased premises.

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- Tenant as of the date of this Subordination Agreement, has no charge, lien, or claim of offset under the Lease or otherwise against rents or other charges due under the Lease and no default by Tenant or Owner/ Mortgagor exists under the Lease.
- 6. Without the prior written consent of the Bank, the leasehold will not be terminated or surrendered nor will the Lease be modified, except rentals may be increased without the Bank's consent.
- 7. Tenant will give the Bank notice of any default in the Lease by Owner/Mortgagor and Bank shall have a reasonable opportunity which shall in no event be less than 30 days from the Bank's receipt of the notice, to correct the default, but shall not be obligated to do so.
- 8. No action or failure of the Owner/Mortgagor shall adversely affect the rights of the Bank under this Subordination Agreement or discharge the Tenant's obligations under the Lease.
- 9. If the Premises are sold at foreclosure sale, the Tenant agrees to attorn to the purchaser at such sale as if the purchaser were the landlord under the Lease, if the purchaser so requests.

Any notice which either party may give or is required to give under this Subordination Agreement shall be made in writing and shall be effective when sent as registered mail, postage prepaid, addressed to the other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing.

These promises and recements shall bind and these rights shall be to the benefit of the Tenant and Bank and their respective successors and assigns. This agreement is governed by Illinois law. :: i. .

WAIVER OF JURY TRULE: The Bank and the Tenant after consulting or having had the opportunity to consult with counsel, knowingly, folintarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or crising out of this Subordination Agreement or any related instrument or agreement or any of the transactions contemplated by this Subordination Agreement or any course of conduct, dealing, statements, whether oral of written, or actions of either of them. Neither the Bank nor the Tenant shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial can lot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or clinquished by either the Bank or the Tenant except by a written instrument executed by both of them

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without manage everages of compt of	
Executed by the Tenant on the date first	t written above.
	TENANT:
	1 and (Carlotte)
	Chemigraph Col. Ind., an Illimpia
•	corporation
	(2) Bu: 19 14 (1/1/1/
	Michael Kuchejac, President
	ACKNOWLEDGEMENT
	C
State of Minois	
County of Cook (8)	
	Ja 24 41
The foregoing instrument was acknowled	chemigraph Co., Inc., an Illinois corporation
by Michael Ruch - President of C	themigraph corr inc., an intended corporation
on behalf of the corporation	
	·
	Notary Public " OFFICIAL SEcounty, IL
	My Commission ALAN B. MILLER
	MY COMMISSION EXPIRES 7/28.30

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LEGAL DESCRIPTION

LOTS 17 TO 21 BOTH INCLUSIVE, AND THE EAST 10 FEET OF LOT 22 IN THE HULBERT FULLERTON AVENUE HIGHLAND SUBDIVISION NO. 21 IN SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13 28 131 026, 13 28 131 025, 13 28 131 024, 13 28 131 023, 13 28 131 022

Property Common Address: 5242 W. Diversey Avenue, Chicago, Illinois 60639

Mail To: Gregg G. Rotter, ESQ.

Lapir, & Associates

300 w washington ST.

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