

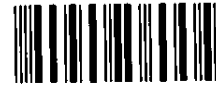
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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

OST 5013344

This instrument was drafted by  
and after recording return to:

Charles F. Adler, Esq.  
Altheimer & Gray  
10 South Wacker Drive  
Suite 4000  
Chicago, IL 60606  
Attention: Ms. Jean Watson



00563255

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4941/0031 20 001 Page 1 of 6  
2000-07-26 11:16:05  
Cook County Recorder 59.00

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT is made and entered into as of the 5 day of JUNE, 2000, by and between ILLINOIS BELL TELEPHONE Co., having an address at c/o Ameritech, 425 West Randolph Street, 9th Floor, Chicago, Illinois 60606, Attn: Corporate Real Estate Department (herein, together with its successors and assigns, referred to as "Tenant") and PRAIRIE BANK & TRUST Co (herein, together with its successors and assigns, referred to as "Lender").

WITNESSETH:

Whereas, Greg Bayer doing business as B & B Development (herein, together with its successors and assigns, referred to as "Landlord") and Tenant have executed a certain Lease dated June 5, 2000 (herein, together with all amendments, modifications, restatements, extensions or renewals thereof or supplements thereto, whether now or hereafter existing, referred to as the "Lease") pursuant to which Landlord has leased the premises described in the Lease (herein, as such premises are constituted from time to time, referred to as the "Premises") to Tenant as more fully described in the Lease;

Whereas, Landlord (or Landlord's predecessor-in-interest) has mortgaged the real property described on Exhibit A attached hereto (the "Mortgaged Property") of which the Premises constitute all or part by a certain mortgage to Lender (the "Mortgage") dated 4/25/00 and recorded with the RECORDER of COOK County, State of ILL, on JUNE 22, 2000 (as Document No. 00462775) (at Book     , Page     );

BOX 333-CTI

Whereas, Tenant desires to insure its peaceful and quiet use and enjoyment of the Premises for garage and other purposes permitted by the Lease; and

Whereas, Tenant and Lender are willing to agree that the Lease shall be subject and subordinate to the Mortgage but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Mortgage, or if Lender or a purchaser at foreclosure or other sale succeeds to Landlord's interest with respect to any part of the Mortgaged Property.

Now, Therefore, in consideration of the mutual agreements herein contained, Tenant and Lender agree as follows:

1. Subordination. The Lease shall be, and the same is hereby made, subject and subordinate to the Mortgage.
2. Tenant Not to be Named. Lender will not name Tenant as a party-defendant, or otherwise join Tenant or disturb Tenant's possession under the Lease, in any suit for foreclosure of the Mortgage.
3. Non-Disturbance. If any proceedings are brought by Lender to (a) foreclose the Mortgage or (b) to succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, Tenant and Lender agree that the Lease (including any options to purchase or rights of first refusal upon purchase contained therein) shall in accordance with all its terms, conditions and covenants remain in full force and effect as a direct lease between Lender and Tenant for the unexpired balance (and any extensions or renewals provided for in the Lease, including, without limitation, any extensions or renewals pursuant to options contained in the Lease and previously, at that time or thereafter exercised by Tenant) of the term of the Lease, with the same force and effect as if originally entered into with Lender; and Tenant's possession of the Premises and rights, options, privileges and remedies under the Lease shall not be diminished, interfered with or disturbed by Lender by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interest of Landlord by foreclosure, deed in lieu thereof, or otherwise.
4. Attornment. In the event of any such foreclosure or succession to the interest of Landlord by deed in lieu thereof or otherwise by Lender or by any purchaser of such interest through foreclosure or other sale, Tenant shall attorn to and shall be bound to Lender or such purchaser under all of the terms, conditions and covenants in the Lease for the unexpired balance (and any extensions or renewals provided for in the Lease, including, without limitation, any extensions or renewals pursuant to options contained in the Lease and previously, at that time or thereafter exercised by Tenant) of the term of the Lease without the execution of any further instrument on the part of the parties hereto.

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5. Proceeds. All condemnation awards or insurance proceeds paid or payable with respect to the Mortgaged Property, including the Premises, and received by Lender will be applied as set forth in the Lease.

6. Notices. Whenever in this Agreement or in any proceedings involving the foreclosure of or attempt to foreclose the Mortgage or exercise of any power of sale it shall be required or desired that notice or demand be given or served by either party hereto, such notice or demand shall be in writing and shall be given by United States certified or registered mail, postage prepaid, return receipt requested, or by messenger or overnight delivery, addressed to the party for whom it is intended at the following addresses:

To Tenant: Illinois Bell Telephone Company  
c/o Ameritech  
425 West Randolph Street, 9th Floor  
Chicago, IL 60606  
Attention: Corporate Real Estate Department

with a copy to: Equ's Corporation  
P.O. Box 541338  
Chicago, IL 60664-1338

and a copy to: Ameritech  
225 West Randolph Street  
Chicago, IL 60606  
Attention: Legal Department

To Lender: PRAIRIE BANK & TRUST CO.  
7661 S. HARLEM  
BRIDGEVIEW, IL 60455  
ATTN: PATRICK FANNING

or to such other addresses as may hereafter be designated by either party by notice to the other given in accordance with this paragraph. Notice shall be deemed given when actually received or refused.


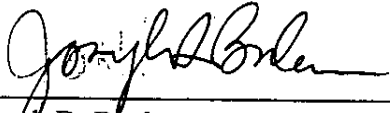
7. Successors and Assigns. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.

8. Release. This Agreement shall remain in full force and effect until such time as the Mortgage is released of record and no longer affects the Mortgaged Property.

9. Recording. The parties hereto agree that this Agreement may be recorded in the public records in the county where the Premises are located.

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IN WITNESS WHEREOF, Lender and Tenant have executed this Agreement as of the day and year first above written.

<p>WITNESSED:</p> <p>By: _____ Print Name: _____</p> <p>By: _____ Print Name: _____</p>	<p>LENDER:</p> <p><del>B &amp; B Development</del> PRAIRIE BANK &amp; TRUST Co.</p> <p> By: _____ Name: <u>PATRICK FANNING</u> Title: <u>Commercial Loan Officer</u></p>
<p>WITNESSED:</p> <p>By: _____ Print Name: _____</p> <p>By: _____ Print Name: _____</p>	<p>TENANT:</p> <p>Illinois Bell Telephone Company</p> <p> By: _____ Name: <u>Joseph D. Buckman</u> Title: <u>Director of Transactions</u></p>

LENDER ACKNOWLEDGMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )

Personally came before me this 15 day of June, 2000, the above named PATRICK FANNING as the LOAN OFFICER of PRAIRIE BANK & TRUST Co. and acknowledged that he or she executed the foregoing instrument on behalf of said PRAIRIE BANK & TRUST Co. and by its authority, for the purposes set forth therein.

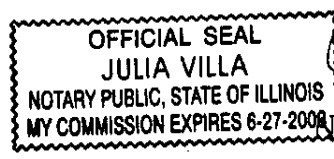
Marilyn E Hanners
Notary Public



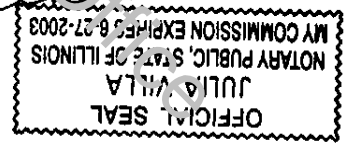
TENANT ACKNOWLEDGMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF ILLINOIS )
COUNTY OF COOK )

Personally came before me this 19th day of June, 2000, the above named Joseph D. Buckman as the Director/Transactions of Amenitech and acknowledged that he or she executed the foregoing instrument on behalf of said corporation and by its authority, for the purposes set forth therein.



Julia Villa
Notary Public



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## EXHIBIT A TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

### LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY

LOTS 18 THROUGH 23 IN BLOCK 1 IN JOHN F. EBERHART'S SUBDIVISION OF THE  
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

Property of Cook County Clerk's Office

[Permanent Index No.: \_\_\_\_\_]

[or, Tax Parcel No.: \_\_\_\_\_]

19-23-103-001-0000

19-23-103-002-0000

19-23-103-003-0000

19-23-103-004-0000

19-23-103-005-0000

19-23-103-006-0000