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2000-12-28 11:37:18
Cook County Recorder 59.50

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Heller First Capital Corp.
500 West Monroe Street, Suite 1600
Chicago, Illinois 60661
Attn: Central Documentation Dept.



PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK, IL 60302

HFCC Loan No.: 10845

00. 27502 5/12

SUBORDINATION, ATTORNMENT AND
NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement"), dated this 1st day of November, 2000, between **Molly Alter**, a ("Tenant"), and HELLER FIRST CAPITAL CORP., a Delaware corporation ("Mortgagee"), having its principal place of business at 500 West Monroe Street, 15th Floor, Chicago, Illinois 60661.

RECITALS:

A. Tenant is the lessee under that certain lease executed between Tenant and Arthur Paris, a ("Landlord"), dated October 17, 2000 (the lease and all amendments thereto are hereinafter referred to as the "Lease"), covering all or a portion of property legally described in Schedule I attached hereto and made a part hereof (the "Property").

B. Mortgagee is making a loan (the "Loan") to Landlord which is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Mortgagee encumbering the Property (the "Mortgage").

C. As a condition to making the Loan, Mortgagee requires that Tenant enter into this subordination, attornment and non-disturbance agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the Mortgage,

and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

2. In the event Mortgagee elects to foreclose the Mortgage, Mortgagee will not join Tenant in summary or foreclosure proceedings as long as Tenant has not amended the Lease without Mortgagee's prior written consent and is not in default under the Lease.

3. In the event that Mortgagee shall succeed to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Mortgagee's prior written consent, Mortgagee agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Mortgagee shall not be:

- (a) liable for any act or omission of Landlord or any prior landlord under the Lease;
- (b) subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord;
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;
- (d) bound by any amendment or modification of the Lease made without Mortgagee's prior written consent; or
- (e) liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent Mortgagee has actually received said security deposit.

4. Upon Mortgagee's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Mortgagee or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Mortgagee or any subsequent owner, Tenant shall execute a new lease with Mortgagee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

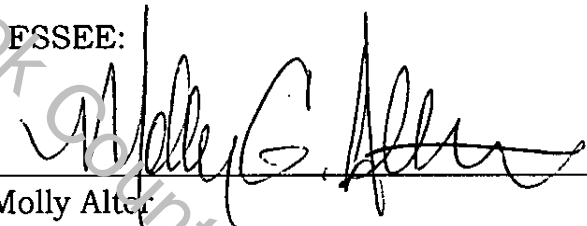
5. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Mortgagee of such default and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Mortgagee shall have such longer time as may be necessary to cure the default; provided that Mortgagee commences the cure within such period and diligently pursues the cure thereafter).

6. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. This Agreement can be modified only in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LESSOR:


Molly Alter

MORTGAGEE:

HELLER FIRST CAPITAL CORP.

By: 
LUISA M. IANNESSA

Its: Assistant Vice President

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Schedule I
Legal Description

LOT 28 IN BLOCK 5 OF JOHNSTON AND COX'S SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Id No.: 13-36-324-014-0000
Property address: 1621 N. Kedzie, Chicago, IL

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

On 2/4, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared LUISA M. JANNESCA personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as Assistant Vice President of Heller First Capital Corp., a Delaware corporation, the corporation that executed the within instrument and acknowledged to me that such corporation caused the foregoing instrument to be executed pursuant to its Bylaws or a resolution of its Board of Directors.

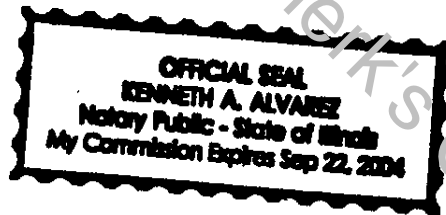
WITNESS my hand and official seal.



Notary Public

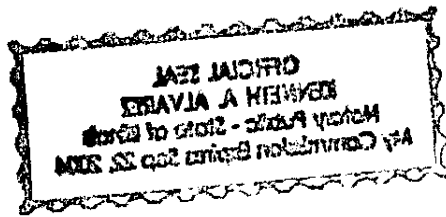
[SEAL]

My commission Expires: _____



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STATE OF ILLINOIS)
)
COUNTY OF Cook)ss.
)

On Nov 15th, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared **Molly Alter** personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument.

WITNESS my hand and official seal.



[SEAL]

Elizabeth C. Paris
Notary Public

My commission Expires: 2004

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