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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

3 THIS AGREEMENT is made and entered into as of the 7th day of January, 200~~7~~³, by and between NASH-FINCH COMPANY, a Delaware corporation, ("Tenant"), PARKWAY BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated April 21, 1998 and known as Trust Number 11961 ("Landlord") and COLE TAYLOR BANK, a national association ("Lender").

RECITALS:

A. Lender is a holder of a certain Mortgage dated August 10, 2001, recorded at 0010740693 of the Cook County Recorder's Office, and an Assignment of Rents and Leases (Real Property) dated August 10, 2001, recorded at 0010740694 of the Cook County Recorder's Office both, together with all amendments, restatements, modifications, extensions and renewals, the "Security Instruments" encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to \$3,500,000.

B. Tenant has entered into a lease agreement (such lease agreement, together with all amendments and modifications thereof, is hereafter referred to as the "Lease") dated Jan 7, 200~~7~~³ with Parkway Bank and Trus. Company, as Trustee under Trust Agreement dated April 21, 1998 and known as Trust Number 11961 (the "Landlord"), pursuant to which Tenant leased certain premises (the "Leased Premises") in the building (the "Building") on the parcel of land (the "Land") situated in Cook County, Illinois and legally described in Exhibit A attached hereto (the Land and Building herein being collectively referred to as the "Real Estate").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant represents and warrants to Lender that the Lease is the only document or agreement governing the tenancy of Tenant with respect to the Leased Premises.

2. Tenant has executed and delivered to Lender a certain Tenant Estoppel Certificate (the "Estoppel Certificate") dated on or about the date hereof. The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenant acknowledges that Lender will by relying on the statements made in the Estoppel Certificate in determining whether to enter into this Agreement.

3. Tenant and Landlord shall not amend the Lease without Lender's written consent if such amendment purports to terminate the Lease (other than pursuant to the terms of the Lease), reduce the term of the Lease, reduce the fixed or minimum rental due under the Lease other than as provided in the lease, or modify the allocation between Landlord and Tenant of the cost of providing insurance or the responsibility for the payment of taxes or would, in Lender's sole judgment, otherwise impair or adversely affect Lender's collateral interests under the Security Instruments, but

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Doc#: 0328718149
Eugene "Gene" Moore Fee: \$98.00
Cook County Recorder of Deeds
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may otherwise amend the Lease without Lender's consent. If Lender's consent is required for an amendment to the Lease and such consent has not been obtained, any provisions of such an amendment shall be void and of no further effect. Except with respect to the foregoing restrictions on amendment, no provision contained herein shall be deemed an amendment or modification of any provision contained in the Lease, including, without limitation, any right of Tenant under the Lease to terminate the Lease.

4. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any Event of Default (as defined in the Lease) on the part of Landlord ("Landlord's Default"), Tenant shall: (a) provide Lender with a notice of Landlord's Default specifying the nature thereof, the Section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Lender sixty (60) days following receipt of such notice of Landlord's Default or the time period allowed Landlord in the Lease, whichever is longer, to cure the same. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Lender fails to cure same within the time period specified above. Lender, in addition to any other remedies provided in the Security Instruments, shall have the right but not the obligation to cure such default on behalf of Landlord, and in connection therewith, do all work and make all payments deemed necessary or appropriate by Tenant to cure such default. Landlord hereby agrees to indemnify, defend and hold Tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment or performance of any obligations under the Lease by Lender.

5. Tenant covenants with Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Security Instruments and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby.

6. Lender agrees that, notwithstanding anything to the contrary in the Security Instruments:

(a) In the event the Premises are damaged or destroyed in whole or in part, and the Lease has not been terminated pursuant to its terms, Lender shall have the sole and absolute right to make proof of loss under all policies of insurance and, solely and directly, shall receive such payment for loss from each insurance company concerned. If and only if (i) no Event of Default (as defined in the Security Instruments) or event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists and is not cured under Section 6(d) hereunder (an "Uncured Default"), and (ii) Lender determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than sixty (60) days prior to the Maturity Date, then Lender shall endorse to Landlord any such payment and Landlord may collect such payment directly. Lender shall apply any insurance proceeds received by Lender pursuant to the terms of the Security Instruments, after the payment of all of Lender's expenses, either (i) on account of the indebtedness, irrespective of whether such principal balance is then due and payable, whereupon Lender may declare the whole of the balance of indebtedness to be due and

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payable, or (ii) to the restoration or repair of the property damaged as provided in subparagraph (c) below; provided, however, that Lender hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions of subparagraph (c) below, if (i) Lender has received satisfactory evidence that such restoration or repair shall be completed no later than the date that is sixty (60) days prior to the Maturity Date, and (ii) no Uncured Default then exists. If insurance proceeds are made available to Landlord by Lender as hereinafter provided, Landlord shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. In the event of foreclosure under the Security Instruments, all right, title and interest of Landlord in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

(f) If insurance proceeds are made available by Lender to Landlord pursuant to subparagraphs (a) and (c), Landlord shall comply with the following conditions:

i. Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, Landlord shall obtain from Lender its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding, which approval shall not be unreasonably withheld.

ii. Prior to each payment or application of any insurance proceeds to the repair or restoration of the improvements upon the Premises to the extent permitted in subparagraph (a) above (which payment or application may be made, at Lender's option, through an escrow, the terms and conditions of which are satisfactory to Lender and the cost of which is to be borne by Landlord), Lender shall be satisfied as to the following:

(A) no Uncured Default exists;

(B) either such improvements have been fully restored, or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the liens under the Security Instruments, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, Landlord has deposited with Lender such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises; and

(C) prior to each disbursement of any such proceeds, Lender shall be furnished with a statement of Lender's architect (the cost of which shall be borne by Landlord), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by Lender and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and Lender shall be furnished with appropriate

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evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

iii. If Landlord shall fail to restore, repair or rebuild the improvements within a time reasonably deemed satisfactory by Lender, then Lender, at its option, may (A) commence and perform all necessary acts to restore, repair or rebuild the said improvements for or on behalf of Landlord, or (B) declare an Event of Default (subject to Tenant's cure rights set forth in Section 6(d) below). If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of the improvements, such excess shall be applied on account of the indebtedness irrespective of whether such indebtedness is then due and payable without payment of any premium or penalty.

(c) Notwithstanding anything contained in this Section 6 to the contrary, Lender agrees that the insurance proceeds may, at the election of Landlord, be applied as provided in subparagraph (b) hereof, if and so long as the following conditions are satisfied: (i) there is not then an Uncured Default, (ii) the proceeds of insurance together with funds of Landlord or Tenant on deposit with the Lender are sufficient in Lender's reasonable judgment to fully repair and restore the Premises so damaged to its condition immediately prior to the time of such casualty, (iii) the Premises may legally be restored to the condition and use existing immediately prior to such casualty, and (iv) Tenant has not terminated the Lease.

(d) Notwithstanding anything to the contrary in the Security Instruments or the Lease, in the event of a default by Landlord under the Security Instruments (a "Borrower's Default"), Lender shall provide to Tenant, concurrently with any notice provided to Landlord, notice of such Borrower's Default, together with the specifics of such Borrower's Default and, if such Borrower's Default can be cured by the payment of money, the amounts required to so cure. Lender shall not exercise any foreclosure remedies under the Security Instruments or, in the event of a casualty, apply insurance proceeds to payment of the indebtedness secured by the Security Instruments on account of a Borrower's Default, without having first provided notice of such Borrower's Default to Tenant and allowing Tenant thirty (30) days after the date of such notice to cure such Borrower's Default. Landlord shall reimburse Tenant, upon demand, for any amounts paid by Tenant to cure a Borrower's Default, and, at Tenant's option, notwithstanding anything to the contrary in the Lease, such amounts may be offset by Tenant against any rent due thereafter under the Lease.

(e) In the event of a taking or other transfer in lieu of condemnation, Tenant shall be entitled to make a claim for its interest and any amounts Lender receives on account of Tenant's interest shall be paid to Tenant (including, without limitation, compensation for the cost of removal and decrease in value as a result of taking Tenant's fixtures, equipment, and stock-in-trade located in the Premises, the value of the leasehold of which Tenant is deprived for the remainder of the term and any options, and the value of any compensable goodwill associated with Tenant's business) and all other amounts received by Lender pursuant to Tenant's claim shall be paid to Tenant.

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7. Tenant acknowledges that Landlord has collaterally assigned to Lender all leases affecting the Real Estate, including the Lease, and the rents due and payable under such leases, in connection therewith, Tenant agrees that, upon receipt of a notice of a default by Landlord under such assignment and a demand by Lender for direct payment to Lender of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Lender.

8. Lender agrees that so long as Tenant is not in default under the Lease:

(a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage; and

(b) The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

9. If Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owners of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment; provided, however, if applicable law shall require additional documentation at the time Lender exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law, and provided further that Tenant shall be under no obligation to pay rent to such new owner until Tenant receives a copy of the recorded deed or other instrument by which such new owner succeeds to the interest of Landlord under the Lease; and

(b) Such new owner shall be bound to Tenant under all terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner's liability for the obligations of Landlord under the Lease arising or accruing prior to the date on which such new owner acquires title to the Premises shall be limited to such new owner's

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interest in the Premises and the Real Estate (including, without limitation, such new owner's right, title and interest in and to the rents from the Real Estate and the proceeds from the sale of all or any part of the Real Estate); provided, however, that such limitation shall not limit the amount by which Tenant may offset rent under the Lease. In addition, such new owner shall not be:

- (i) liable for any act or omission of any prior landlord (including Landlord);
- (ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord);
- (iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month any prior landlord (including Landlord);
- (iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;
- (v) bound by any amendment or modification of the Lease made without Lender's consent;
- (vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or
- (vii) liable for the payment of any allowance or other amount payable to the Tenant under the Lease or the performance of any work required to be performed by any prior landlord (including Landlord) under the Lease; or
- (viii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability herein limited in all cases to its interest in the Leased Premises.

10. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: Cole Taylor Bank
 111 West Washington Street
 Suite 400
 Chicago, Illinois 60606
 Attn: Mr. Joel Gordon

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With copy to: Patzik, Frank & Samotny Ltd.
 150 South Wacker Drive
 Suite 900
 Chicago, Illinois 60606
 Attn: Steven M. Prebish, Esq.

To Tenant: Nash-Finch Company
 7600 France Avenue South
 Edina, Minnesota 55435
 Attention: Legal Department

To Landlord: Parkway Bank and Trust Company
 5220 Pulaski Avenue
 Chicago, Illinois 60632
 Attention: Edmund Kim

With copy to: Kurt Feuer
 Ross & Hardies
 150 North Michigan Avenue, Suite 2500
 Chicago Illinois 60601

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

11. (a) Tenant acknowledges and agrees that Lender will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

(c) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Lender, all of whom are entitled to rely upon the provisions hereof.

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(d) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and may not be amended or modified except by a written instrument signed by all parties hereto.

(e) In the event any party hereto brings or commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs (including reasonably attorneys' fees and costs on appeal) from the losing party.

(f) This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

Tenant:

NASH-FINCH COMPANY,
a Delaware corporation

By: William F. Harbecke
Name: William F. Harbecke
Title: Vice President

pu

Landlord:

Parkway Bank and Trust Company,
as Trustee under Trust Agreement dated
April 21, 1998 and known as Trust Number 11961

By: _____
Name: _____
Title: _____

SEE EXHIBIT FOR TRUSTEE
SIGNATURE, ACKNOWLEDGEMENT AND
EXCULPATION.

Lender:

COLE TAYLOR BANK

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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

Tenant:

NASH-FINCH COMPANY,
a Delaware corporation

By: _____

Name:
Title:

Landlord:

E.P.K. Management LP
a _____ limited liability company

By: _____

Name:
Title:

Lender:

COLE TAYLOR BANK

By: Joel Gordon

Name: Joel Gordon
Title: Vice President

SG3280v3

First American Title

Order # _____

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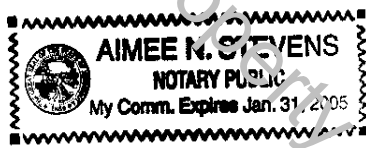
STATE OF MINNESOTA)

: ss.

COUNTY OF RAMSEY)

On the 7th day of January, 2002³, before me personally came William F. Harbede to me known, who, being by me duly sworn, did depose and say that his principal place of business is at Minneapolis, MN, that ~~he~~she is the Vice President of NASH-FINCH COMPANY, a Delaware corporation, described in and which executed the foregoing instrument, and that such signed his/her name thereto by duly authorized order of said corporation.

GIVEN under my hand and notarial seal, this 7th day of January, 2002³.



Aimee N. Stevens
NOTARY PUBLIC
(SEAL)

STATE OF _____)

: ss.

COUNTY OF _____)

On the _____ day of _____, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that his principal place of business is at _____, that he/she is the _____ of Parkway Bank and Trust Company, as Trustee under Trust Agreement dated April 21, 1998 and known as Trust Number 11961, described in and which executed the foregoing instrument, and that such signed his/her name thereto by duly authorized order of said corporation.

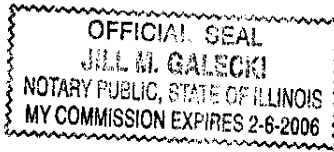
GIVEN under my hand and notarial seal, this _____ day of _____, 2002.

NOTARY PUBLIC
(SEAL)

(SEAL)

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)



On the 17 day of December, 2002, before me personally came Juel Gordon, to me known, who, being by me duly sworn, did depose and say that his principal place of business is at 111 W. Washington, that he is the Vice President of COLE TAYLOR BANK described in and which executed the foregoing instrument, and that such signed his name thereto by duly authorized order of said limited liability company.

GIVEN under my hand and notarial seal, this 17 day of December, 2002.

J. M. Galecki
 OFFICIAL SEAL
 JILL M. GALECKI
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 2-6-2006
 NOTARY PUBLIC
 (SEAL)

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A**

Legal Description of Real Estate

PARCEL 1:

LOT 1 IN THE COURTESY PLAZA SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PARKING OF MOTOR VEHICLES AND INGRESS AND EGRESS OVER AND UPON THAT PORTION OF THE PARKING AREA LOCATED WITHIN LOT 2 OF THE COURTESY PLAZA SUBDIVISION AFORESAID FOR THE PURPOSE OF FURNISHING ACCESS FROM, TO AND BETWEEN THE PUBLIC STREETS AND SUCH PORTION OF THE PARKING AREA LOCATED WITHIN SAID LOT 2 DESCRIBED AS FOLLOWS: THAT PART OF LOT 2 IN COURTESY PLAZA SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1; THENCE WEST, ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 265.99 FEET; THENCE SOUTHWEST, ALONG THE NORTHWEST LINE OF LOT 2, A DISTANCE OF 357.52 FEET; THENCE SOUTH, ALONG A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 2, A DISTANCE OF 152.62 FEET TO THE SOUTH LINE OF LOT 2; THENCE EAST, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 50 FEET; THENCE SOUTH, ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 15 FEET TO THE MOST SOUTHERLY LINE OF LOT 2; THENCE EAST, ALONG THE MOST SOUTHERLY LINE OF LOT 2, A DISTANCE OF 127 FEET; THENCE NORTH, ALONG A LINE 408.72 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 2, A DISTANCE OF 222.65 FEET; THENCE NORTHEAST, ALONG A LINE 30 FEET SOUTH EAST OF AND PARALLEL TO THE NORTHWEST LINE OF LOT 2, A DISTANCE OF 167.45 FEET; THENCE EAST, ALONG A LINE 30 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 2, A DISTANCE OF 228.84 FEET; THENCE SOUTH, ALONG A LINE 30 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 2, A DISTANCE OF 70 FEET; THENCE WEST, ALONG A LINE 192 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 2, A DISTANCE OF 253.72 FEET; THENCE SOUTH, ALONG A LINE 283.72 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 2, A DISTANCE OF 229 FEET TO THE MOST SOUTHERLY LINE OF LOT 2; THENCE EAST, ALONG THE MOST SOUTHERLY LINE OF LOT 2, A DISTANCE OF 8 FEET TO THE EAST LINE OF LOT 2; THENCE NORTH, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 37 FEET TO THE SOUTH LINE OF LOT 2; THENCE EAST, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 275.72 FEET TO THE EAST LINE OF LOT 2; THENCE NORTH, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 289.47 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY,

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ILLINOIS, AS CREATED BY CROSS EASEMENT AND CROSS MAINTENANCE AGREEMENT FILED DECEMBER 12, 1985 AS DOCUMENT 3483416.

5220 South PULASKI Avenue
Chicago, IL

Pin # 19-10-408-043

Return to: KRISTEN HNETEN
First American Title Ins.
One First American Way
Santa Ana, CA 92707

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EXHIBIT "§"

TRUSTEE SIGNATURE, EXONERATION and ACKNOWLEDGEMENT RIDER FOR SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This document is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee under Trust No 11961 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless presentations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement, thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income there from, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state, or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust, have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, As Trustee Under Trust No. 11961
as aforesaid and not personally,

By: *[Signature]*
VICE PRESIDENT & TRUST OFFICER



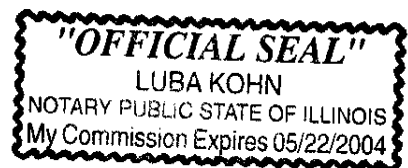
STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that the above named officer of PARKWAY BANK & TRUST COMPANY, is personally known to me to be the same person whose name is subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on 1/3, 2003.

[Signature]
(Notary Public)



First American Title