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10753142

RETURN TO AFTER RECORDING:
LandAmerica National Commercial Services
450 S. Orange Avenue, Suite 170
Orlando, FL 32801
Attn: Christi Pawlak
LCS Case No. 05-001670



Doc#: 0532719062 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/23/2005 02:15 PM Pg: 1 of 7

PREPARED BY:
Dale A. Burket, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
P.O. Box 2800
Orlando, Florida 32802

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT ("Agreement") is made this 8th day November, 2005, by and between **NATH ILLINOIS OPERATING GROUP, LLC**, a Minnesota limited liability company, whose address is 900 American Boulevard East, Suite 300, Bloomington, Minnesota 55420 ("Tenant"), **KATHLEEN KAHN**, a married woman, whose address is 3 Silver Queen Court, Park City, Utah, 84060 ("Landlord"), and **BANK OF INTERNET USA**, whose address is P.O. Box 919008, San Diego, California, 92191-9872 ("Lender").

RECITALS:

WHEREAS, Lender is the holder of a mortgage loan (hereinafter referred to as the "Loan") to Landlord, which Loan is secured by, inter alia, a Commercial Mortgage/Deed of Trust and Security Agreement executed by Landlord to and in favor of Lender (hereinafter referred to as the "Mortgage"), encumbering Landlord's property located at 4121 Sauk Trail, Richton Park, in Cook County, Illinois (hereinafter referred to as the "Mortgaged Premises"); and

WHEREAS, Landlord has leased all or some portion of the Mortgaged Premises (hereinafter referred to as the "Premises") to Tenant by Lease dated August 11, 2005 (hereinafter referred to as the "Lease"); and

WHEREAS, Lender, in connection with the Loan, requires that the Lease and all of the rights of Tenant thereunder be subordinated to the Mortgage and all of the rights of Lender thereunder; and

WHEREAS, Tenant desires to receive certain assurances that its possession of the Premises will not be disturbed in such event, and Lender is willing to grant certain assurances upon the terms and conditions hereinafter set forth;

Attorneys Unit # 11344 Case # 10753142

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NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, hereby agree as follows:

1. The Lease and all of the rights of Tenant thereunder shall be and are hereby declared to be and at all times hereafter shall be and remain subject and subordinate in all respects to the Mortgage and all of the rights of Lender thereunder. Notwithstanding such subordination, Lender hereby agrees that the Lease shall not terminate in the event of a foreclosure of the Mortgage. Tenant agrees to attorn to and to recognize Lender (as mortgagee in possession or otherwise), or the purchaser at such foreclosure sale, as Tenant's landlord, and Lender or the purchaser at such foreclosure sale shall be subject to and protect Tenant's rights under this Lease and shall undertake all of Landlord's duties thereunder for the balance of the term of the Lease, in accordance with the terms and provisions thereof, but subject, nevertheless, to the provisions of this Agreement, which Agreement shall be controlling in the event of any conflict.
2. Lender hereby agrees with Tenant that, so long as Tenant and/or its permitted successors and assigns comply with all of the terms, provisions, agreements, covenants and obligations set forth in the Lease, Tenant's possession of the Premises under the Lease shall not be disturbed or interfered with by Lender.
3. Tenant hereby agrees that Lender, or any purchaser at a foreclosure sale, shall not be (a) liable for any act or omission of Landlord under the Lease, (b) subject to any offsets or defenses which Tenant may have at any time hereafter against Landlord, (c) bound by any rent which Tenant may have paid to Landlord for more than the current month, and (d) bound by any amendment or modification of the Lease made without Lender's prior written consent.
4. Tenant hereby agrees that any entity or person which at any time hereafter becomes the landlord under the Lease, including, without limitation, Lender or the purchaser at a foreclosure sale, shall be liable only for the performance of the obligations of Landlord under the Lease which arise and accrue during the period of such entity's or person's ownership of the Premises.
5. Tenant hereby agrees that, thirty (30) days before exercising any of its rights and remedies under the Lease in the event of any default by Landlord thereunder, it shall use its best efforts to send written notice to Lender at the address set forth above, by certified mail, return receipt requested, of the occurrence of any default by Landlord in the terms and provisions of the Lease and describe with reasonable specificity the events constituting such default. Tenant further agrees that with respect to any default of Landlord which would entitle Tenant to cancel the Lease or offset or abate the rent payable thereunder, any provision of the Lease to the contrary notwithstanding, no such cancellation or offset or abatement of rent shall be effective unless Lender shall have received notice in the form and manner required by the provisions of this paragraph, and shall have failed within thirty (30) days of the date of receipt of such notice to cure or cause to be cured, or if such default cannot be cured within such thirty (30) day period, shall have failed to commence and diligently prosecute the cure of, such default.
6. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto, or their respective successors in interest. This

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Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

7. This Agreement shall be construed in accordance with the laws of the State of Illinois.

8. This Agreement may be executed in two or more counterparts, each of which when assembled together shall be deemed an original, but all of which shall constitute but one Agreement.

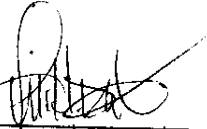
[Signatures on Next Page]

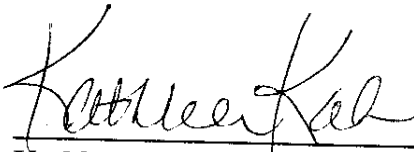
Property of Cook County Clerk's Office


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"LANDLORD"

Signed, Sealed and Delivered
in the Presence of:

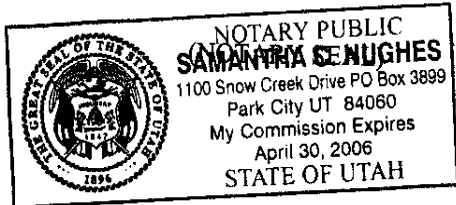

Name: LISA H. DENT

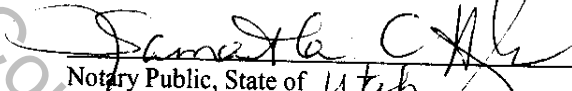

Name: Kathleen Kahn


Name: Quinton J. Benson

STATE OF Utah
COUNTY OF Summit

The foregoing instrument was acknowledged before me this 25 day of October, 2005, by
KATHLEEN KAHN.




Notary Public, State of Utah
Printed Name: Summit
Notary Commission No. _____
My Commission Expires: 4-30-06

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"LENDER"

Signed, Sealed and Delivered
in the Presence of:

BANK OF INTERNET USA

Kellie Damico
Name: Kellie Damico

By: [Signature]
Name: GARY LEWIS EVANS
Title: CEO

Mary Sully
Name: Mary Sully

STATE OF California
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this 8th day of November, 2005, by Gary Lewis Evans, as President of **BANK OF INTERNET USA**, on behalf of the banking institution.

(NOTARY SEAL)



Leilani S. Mitchell
Notary Public, State of California
Printed Name: Leilani S. Mitchell
Notary Commission No. 1563371
My Commission Expires: March 22, 2009

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"TENANT"

Signed, Sealed and Delivered
in the Presence of:

**NATH ILLINOIS OPERATING GROUP,
LLC**, a Minnesota limited liability company

Kathy Melchior
Name: Kathy Melchior

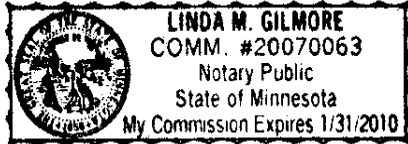
Beverly Kladde
Name: Beverly Kladde

By: [Signature]
Name: Kenneth Stanecki
Title: President

STATE OF Minnesota
COUNTY OF Dubuque

The foregoing instrument was acknowledged before me this 13 day of October, 2005, by Kenneth Stanecki as President of **NATH ILLINOIS OPERATING GROUP, LLC**, a Minnesota limited liability company on behalf of the limited liability company.

(NOTARY SEAL)



Linda M. Gilmore
Notary Public, State of Minnesota
Printed Name: Linda M. Gilmore
Notary Commission No. 20070063
My Commission Expires: 1/31/10

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EXHIBIT "A"

Legal Description of the Premises

LOT 1 IN GALLERIA SUBDIVISION IN RICHTON PARK, IN SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JUNE 17, 1981 AS DOCUMENT 25908574, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAUK TRAIL WITH THE WEST LINE OF KARLOV AVENUE, ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN GALLERIA SUBDIVISION IN SAID SECTION; THENCE SOUTH 00 DEGREES 25 MINUTES 44 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT, ALSO BEING THE WEST LINE OF SAID KARLOV AVENUE, 179.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT, 208 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES 25 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 179.00 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT, ALSO BEING THE SOUTH LINE OF SAID SAUK TRAIL, 208.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

TAX #: 31-34-201-009

ADDRESS: 4121 SAUK TRAIL, RICHTON PARK