

UNOFFICIAL COPY

WHEREAS Tenant is willing to subordinate its leasehold interest in the Property;

NOW THEREFORE, in consideration of the premises, Tenant and Lender agree as follows:

1. Tenant acknowledges that its leasehold interest in the Property shall be subordinate to the mortgage interest of Lender given to secure a note and any other obligations secured thereby, present or future, which mortgage and security interest are evidenced by the Mortgage.
2. Tenant further acknowledges that its leasehold interest shall remain subordinate to the mortgage interest of the Lender as long as the Note, or any other sums advanced by lender and secured by the Mortgage remain unpaid.
3. Tenant shall not prepay rent without the written consent of Lender.
4. In the event Lender shall foreclose the Mortgage and title shall be transferred to Lender, its successors or assigns, Lender, its successors or assigns, shall not be liable to Tenant for any security deposit paid to the landlord under the terms of the Lease.
5. At Lender's sole discretion, the Lender shall have the right to foreclose the Tenant's interests under the Lease through a foreclosure proceeding; however, the Lender is not required to do such but shall have the right to so act if it deems it appropriate without any recourse from the Tenant.
6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
7. This Agreement shall be construed according to the laws of the State of Illinois.
8. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the 24th day of September, 2008.

NORTH COMMUNITY BANK

By: *Ronald L. Ludwig*
Its *Vice President*

FULTON MATTHEWS, INC.

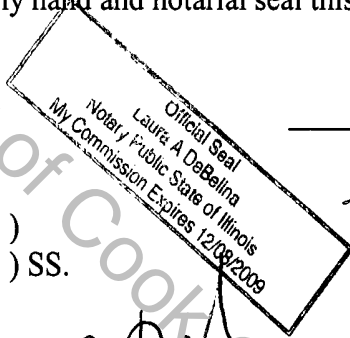
By: *[Signature]*
John Leydon, Its President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Lauren A. DeBelina, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, John Leydon, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be HS, and an authorized agent, of North Community Bank and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act of North Community Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of September, 2008.



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lauren A. DeBelina, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, John Leydon, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the President of Fulton Matthews, Inc. and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act of Fulton Matthews, Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of September, 2008.



[Signature]
Notary Public