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Doc#: 1112433036 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/04/2011 10:17 AM Pg: 1 of 10

When recorded, return to:

JPMorgan Chase Bank Lease Administration
1111 Polaris Parkway, Suite 1J
Mail Code OH1-0241
Columbus, Ohio 43240
Attn: Lease Administration Manager

8488221 DELEM 2092

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of the 5th day of March, 2010, by and among Parkway Bank and Trust, an Illinois state bank ("Lender"), HARLEM & GRAND, L.L.C., an Illinois limited liability company ("Landlord"), and JPMORGAN CHASE BANK, N.A., a national banking association ("Tenant").

WITNESSETH:

WHEREAS, Lender is now the owner and holder of that certain Promissory Note ("Note") dated January 20, 2011, in the principal sum of One Million Seven Hundred Seventeen Thousand Two Hundred Twenty Three AND 00/100 DOLLARS (\$1,717,223.00), secured by a first priority Construction Mortgage ("Mortgage"), dated of even date with the Note recorded on March 2, 2011, as Document No. 1106111017 in the Cook County Recorder of Deeds Office, which Mortgage constitutes a lien or encumbrance on the real property described in Exhibit A attached hereto and incorporated herein for all purposes, together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in the Mortgage ("Property"); and

WHEREAS, Tenant is the holder of a leasehold estate in and to the Property, (the Property which is the subject of such leasehold estate, together with Tenant's appurtenant easements in the Property, being referred to as the "Demised Premises"), pursuant to the terms of that certain Ground Lease ("Lease") dated February 22, 2010, and executed by Tenant and Landlord; and

WHEREAS, Tenant, Landlord and Lender desire to confirm their understandings with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree and covenant as follows:

Box 400-CTCC

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1. Non-Disturbance by Lender. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession and occupancy of the Demised Premises shall not be interfered with or disturbed by Lender during the term of the Lease or any extension thereof duly exercised by Tenant.
2. Attornment by Tenant. If the interests of Landlord in and to the Demised Premises are owned by Lender by reason of judicial foreclosure, private trustee sale or other proceedings brought by it or by any other manner, including, but not limited to, Lender's exercise of its rights under any collateral assignment(s) of leases and rents, and Lender succeeds to the interest of the Landlord under the Lease, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension thereof duly exercised by Tenant with the same force and effect as if Lender were the Landlord under the Lease. Tenant does hereby attorn to Lender, as its Landlord, said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon Lender's succeeding to the interest of the Landlord under the Lease; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of the Landlord under the Lease. Landlord hereby authorizes and directs Tenant to deliver such payment to Lender upon receipt of such written notice and Landlord shall indemnify and hold Tenant harmless from any loss, cost, expense or claim incurred by Tenant in connection with its compliance with this provision. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extension, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference, with the same force and effect as if set forth at length herein.
3. Lender Bound by Terms of Lease. If Lender shall succeed to the interest of Landlord under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease.
4. Subordination of Lease. Subject to the terms of this Agreement (including, but not limited to, those in Paragraph 2), the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage.
5. Successors of Lender Also Included. The term "Lender" shall be deemed to include the Lender stated hereinabove and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest by, through or under judicial foreclosure or private trustee's sale or other proceedings brought pursuant to the Mortgage, or deed in lieu of such foreclosure or proceedings, or otherwise.
6. No Modification. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

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7. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

8. Notices. All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be deemed served and given at the time of (i) deposit in a depository receptacle under the care and custody of the United States Postal Service, properly addressed to the designated address of the addressee as set forth below, postage prepaid, registered or certified mail with return receipt requested or (ii) delivery to the designated address of the addressee set forth below by a third party commercial delivery service. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notices, the addresses of the parties shall be as follows:

Lender: Parkway Bank and Trust
4800 North Harlem Avenue
Harwood Heights, Illinois 60706
Attn: Real Estate Department

With a copy to: Scott & Kraus, LLC
150 South Wacker, Suite 2900
Chicago, Illinois 60606
Attn: Eugene Kraus, Esq.

Tenant: JPMorgan Chase Lease Administration
1111 Polaris Parkway, Suite 1J
Mail Code OH1-0241
Columbus, OH 43240
Attn: Lease Administration Manager

With a copy to: JPMorgan Chase Real Estate
131 South Dearborn, 5th Floor
Mail Code IL1-0930
Chicago, Illinois 60603-5506
Attn: Retail Portfolio Manager

JPMorgan Chase Law Department
1111 Polaris Parkway, Suite 4P
Mail Code OH1-0152
Columbus, OH 43240

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Attn: Real Estate Counsel

Landlord: Harlem & Grand, L.L.C.
7159 West Grand Avenue
Chicago, Illinois 60707
Attn: Mariano Mollo

With a copy to: *Prior to January 1, 2010*
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street, Suite 1910
Chicago, Illinois 60601
Attn: Charles Mangum

After January 1, 2010
Thompson Coburn
55 East Monroe Street
37th Floor
Chicago, IL 60603
Attn: Charles Mangum

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other parties of such new address at least thirty (30) days prior to the effective date of such new address.

SIGNATURE PAGE TO FOLLOW

Prepared by:
Anne R. Garr
Freeborn & Peters LLP
311 S. Wacker Drive
Suite 3000
Chicago, IL 60606-6677


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

LENDER:


PARKWAY BANK AND TRUST, an Illinois
bank

state

By: 
Name: David Hyde
Title: Vice President

TENANT:

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: 
Name: Ryan Reed
Title: Regional U.P. Retail R.E.

LANDLORD:

HARLEM & GRAND, L.L.C.,
an Illinois limited liability company

By: _____
Name: MARIANO MOLLO
Title: MANAGER

NOTARY PAGE TO FOLLOW

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

LENDER:

PARKWAY BANK AND TRUST, an Illinois
bank

state

By: _____
Name: _____
Title: _____

TENANT:

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: *[Signature]*
Name: Kyan Redd
Title: Regional U.P. Retail R.E.

LANDLORD:

HARLEM & GRAND, L.L.C.,
an Illinois limited liability company

By: _____
Name: MARIANO MOLO
Title: MANAGER

NOTARY PAGE TO FOLLOW

Property of COOK COUNTY Clerk's Office

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

LENDER:

PARKWAY BANK AND TRUST, an Illinois
bank

state

By: _____
Name: _____
Title: _____

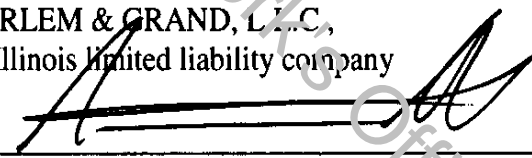
TENANT:

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: _____
Name: _____
Title: _____

LANDLORD:

HARLEM & GRAND, L.L.C.,
an Illinois limited liability company

By: 
Name: MARIANO MOLO
Title: MANAGER

NOTARY PAGE TO FOLLOW

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STATE OF Illinois

COUNTY OF Cook

This instrument was acknowledged before me on the 6th day of March, 2010, by David P. H. A., the Vice President of Parkway Bank & Trust Co. Illinois Corporation, on behalf of said Corporation.



Michelle Szymczyk
Notary Public

STATE OF Ohio

COUNTY OF Delaware

This instrument was acknowledged before me on the 16th day of February, 2010, by Ryan Fed, the Regional V.P. Retail B.E. of JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of said national banking association.

(Seal)

Mendy C Baker
Notary Public



MENDY C. BAKER
Notary Public, State of Ohio
My Commission Expires 09-24-2011

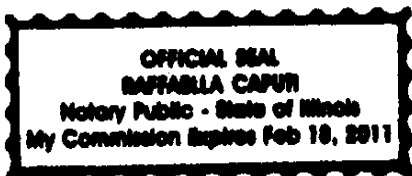
STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on February 22, 2010 by MARIANO MOLO, a MANAGER of HARLEM & GRAND, L.L.C., an Illinois limited liability company, on behalf of said limited liability company.

(SEAL)

Daffalla Caputo
NOTARY PUBLIC



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STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 200__, by _____, the _____ of _____, a _____, on behalf of said _____.

(Seal)

Notary Public

STATE OF OHIO

COUNTY OF DELMARE

This instrument was acknowledged before me on the 16th day of FEBRUARY, 2010, by Ryan Reed, the Regional V.P. Retail RE. of JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of said national banking association.

(Seal)

Notary Public

Mendy C Baker



MENDY C. BAKER
Notary Public, State of Ohio
My Commission Expires 09-24-2011

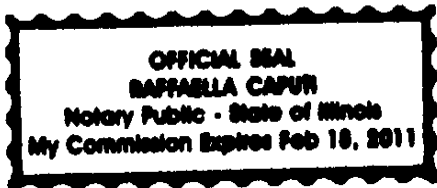
STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on February 22nd, 2010 by MARIANO MOLO, a MANAGER of HARLEM & GRAND, L.L.C., an Illinois limited liability company, on behalf of said limited liability company.

(S E A L)

Raffaela Caputi
NOTARY PUBLIC



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PARCEL 1:

LOTS 21, 22, 23 AND 24 IN GEORGE W. PRASSA'S ADDITION TO MONTCLARE, A SUBDIVISION IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 25, 26, 27 AND 28 IN GEORGE W. PRASSA'S ADDITION TO MONTCLARE, A SUBDIVISION IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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