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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/27/2017 12:16 PM PG: 1 OF 8

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This document was prepared by
and after recording should be
returned to:

Justin Newman
Thompson Coburn LLP
55 East Monroe Street, Suite 3700
Chicago, IL 60603

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") made and entered into as of this 10th day of May 2017, by and between **GRANVILLE EL STATION INC.**, an Illinois corporation (hereinafter called "Tenant"), and **NORTHBROOK BANK & TRUST COMPANY** (hereinafter, together with its successors and assigns, called "Mortgagee").

WITNESSETH

WHEREAS, Tenant entered into a lease agreement dated 11-1-12 (herein called the "Lease") with 1127 Granville, LLC, as the landlord thereunder (herein called the "Landlord") for the property ("Leased Premises") commonly known as 1127-37 W. Granville Avenue, Chicago, Illinois 60660; and

WHEREAS, the property of which the Leased Premises is a part is situated upon real estate described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Mortgagee, as a condition to making the mortgage loan on the Premises has requested the execution of this Agreement; and

WHEREAS, each loan is evidenced by that certain Note and secured among other things, by a Mortgage (the "Mortgage"), Assignment of Rents and Leases (the "Assignment"), and a Uniform Commercial Code Financing Statement (the "UCC"), all of which are collectively referred to herein as the "Loan Documents" and are dated April , 2017; and

WHEREAS, the Loan Documents other than the Note are collectively referred to as the "Security Documents"; and

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WHEREAS, the Security Documents have been or will be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said Premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the Leased Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

3. In the event that the Mortgagee shall, by foreclosure, conveyance in lieu of foreclosure, or otherwise, succeed to the interest of the Landlord under the Lease, the Mortgagee (and any purchaser at the foreclosure sale) agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attach to the Mortgagee and/or purchaser at any foreclosure sale of the Premises, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee (or purchaser) for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Mortgagee (or purchaser) had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee (or purchaser) shall not be:

a. liable for any act or omission of any prior or subsequent landlord (including the Landlord); or

b. subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or

c. bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

d. bound by any amendment or modification of the Lease made without its consent.

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4. Mortgagee does not intend hereby to waive or negate any covenant or agreement in said Lease which provides Landlord an option to cancel independently of any default by Tenant.

5. It is understood and agreed that this instrument may be dated, executed and delivered prior to the execution, delivery and/or recordation of the Security Documents but, nonetheless, this instrument shall be and remain effective for the uses and purposes herein set forth.

6. In the event the Mortgage shall be assigned, the named Mortgagee shall be relieved of further responsibility hereunder and the benefits and burdens hereunder shall inure to the benefit of and be binding upon each successor owner of the Mortgage.

[Remainder of page intentionally left blank; signature page follows]

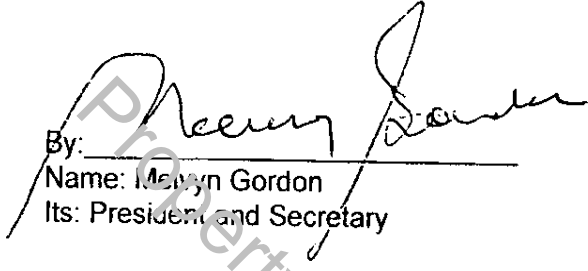
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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

GRANVILLE EL STATION INC., an
Illinois corporation

**NORTHBROOK BANK & TRUST
COMPANY**


By: _____
Name: Melvyn Gordon
Its: President and Secretary

By: _____
Name: _____
Its: _____

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

GRANVILLE EL STATION INC., an
Illinois corporation

**NORTHBROOK BANK & TRUST
COMPANY**

By: _____
Name: Melvin Gordon
Its: President and Secretary

By: 
Name: Ronald C. Gentry
Its: SVP

Property of Cook County Clerk's Office

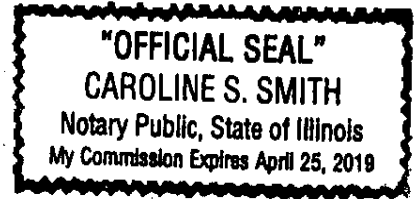
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Melvyn Gordon**, the President and Secretary of **GRANVILLE EL STATION INC.**, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, he signed and delivered such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of **GRANVILLE EL STATION INC.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of June, 2017.

Caroline Smith
Notary Public



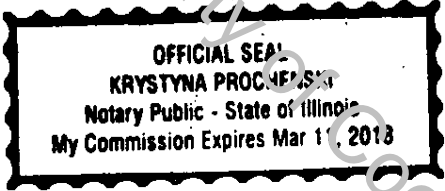
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Ronald Calandra the
SVP officer of NORTHBROOK BANK & TRUST
COMPANY, personally known to me to be the same person whose name is subscribed
to the foregoing instrument, appeared before me this day in person and acknowledged
that, he/she signed and delivered such instrument, as his/her free and voluntary act and
deed, and as the free and voluntary act and deed of NORTHBROOK BANK & TRUST
COMPANY, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of June, 2017.



Kristina Prochopka
Notary Public

COOK County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 32 AND 33 IN BLOCK 12 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 1320 FEET OF THE SOUTH 1913 FEET AND EXCEPT RIGHT OF WAY OF CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD) IN COOK COUNTY, ILLINOIS.

Address of Property:

1127-37 W. Granville Avenue
Chicago, Illinois 60650

Permanent Index No.:

14-05-208-003-0000

Property of Cook County Clerk's Office
**COOK COUNTY
RECORDER OF DEEDS**