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ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS ATTORNMENT AND NON-DISTURBANCE AGREEMENT made as of the loth day of April, 1986, by and between White Hen Pantry, Inc., a Delaware corporation ("WHP") and First Illinois Bank of Evanston (the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagee is the owner and holder of a certain note or notes dated October 28, 1985 secured by a certain Mortgage (the "Mortgage") of even date therewith upon certain real estate situated in Glenview, Illinois (Cook County), legally described in Exhibit A attached hereto and hereby made a part hereof (the "Shopping Center"); said Mortgage having been recorded in said County as Document No. 85318900.

WHEREAS, by Lease dated January 30, 1986 (the "Lease"), LaSalle National Bank of Chicago, as Trustee under Trust No. 109629 (the "Lessor") leased to WHP a portion of the Shopping Center premises (the "Leased Premises"), the Leased Premises being more particularly described (r the Lease; and

WHEREAS, the parties rave agreed to the continuation of said Lease in the event of default under the Mortgage;

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid by each of the parties hereto to the other, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and of the covenants hereinafter set forth, the parties hereto covenant and agree as follows:

- 1. The Mortgagee hereby conserts to the Lease and agrees that so long as WHP keeps and performs the terms and provisions of said Lease on its part to be performed the Mortgagee will recognize the rights of WHP under the Lease and will not interfere with its possession so long as there is no default of the termms and provisions of the Lease on the part of WHP.
- 2. In the event there is a sale of the Leased Premises under said Mortgage pursuant to foreclosure decree or otherwise, such sale shall be made subject to the Lease as long as there is no default in the terms and provision; of the Lease on the part of WHP; and WHP will attorn to and accept the purchaser at the foreclosure or other sale, as Lesson under the Lease. In the event of any disposition of said note or notes or Mortgage, the Mortgagee shall impose the provisions of this Agreement upon the transferee.
- 3. Notices and demands required or permitted to be (iven here-under shall be given by registered or certified mail and addressed if to WHP at 660 Industrial Drive, Elaburst, Illinois 60126, Attention: Real Estate Department, and if the Mortgagee at 800 Davis Street, Evanston, Illinois 60204. Either party may change the place for notices by notice in writing to the other.
- 4. The terms and provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

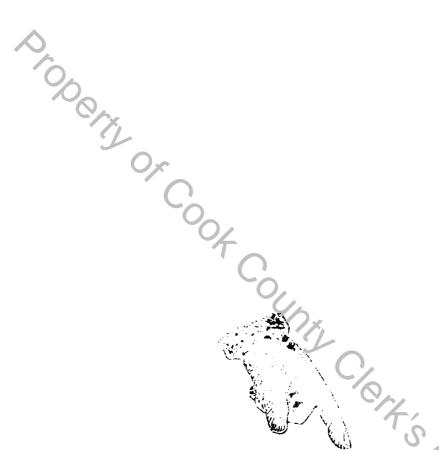
IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Agreement as of the day and year first above written.

First Illinois Bank of Evanston	White Hen Pantry Inc.
By Assistant Vice President	By Ciric Nice President
Attest: U_ C Mill	Attest: 1 det muit
Assistant Vice President XXXXXXX	Secretary

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LEGAL DESCRIPTION

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Upon recording, please return to: Bernard M. Peskir, Esq. 40 Skokie Blvd., Ste. 400 Northbrook, IL 60062

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Property of Coot County Clark's Office

STATE OF Illinoc.)			
COUNTY OF COOK) \$S. }			
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My Commission expires:				
May 17, 1989				
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