

(H)

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

87239401

THIS Agreement is made as of this 30th day of April, 1987, by and among METROPOLITAN STRUCTURES, an Illinois general partnership ("Mortgagee"), PATHWAY FINANCIAL, a federal association ("Tenant"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust Agreement dated March 27, 1987 and known as Trust No. 102101-02 ("Landlord").

WITNESSETH:

A. Landlord is the owner of those certain premises commonly known as 100 North State Street, Chicago, Illinois, as more particularly described in Exhibit "A" attached hereto (the "Real Estate");

B. Mortgagee is now the owner and holder of a certain note (the "Note") dated August 5, 1982, as amended, and a mortgage (the "Mortgage") dated August 5, 1982, as amended, and recorded with the Recorder of Deeds of Cook County, Illinois;

C. The Mortgage constitutes a second lien upon the Real Estate and the improvements (the "Improvements") to be situated thereon (collectively, the "Property");

D. Under the terms of a certain lease (the "Lease") dated of even date herewith, Landlord leased to Tenant a portion of the Improvements, as more particularly described in the Lease; and

WHEREAS, the parties hereto desire to establish additional rights of quiet and peaceful possession for the benefit of Tenant under the Lease and further to define the terms, covenants and conditions precedent for such additional rights;

NOW, THEREFORE, in consideration of the respective covenants made herein and of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. Subordination. The Lease is and at all times shall be subordinate to the Mortgage and to all renewals, modifications and amendments thereof and thereto.
2. No Amendment. Landlord and Tenant each agree not to amend or modify the lease without the prior written consent of Mortgagee.

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3. **Non-Disturbance.** In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, and so long as Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable grace or cure period, Mortgagee agrees on behalf of itself, its successors and assigns, and on behalf of any purchaser at such foreclosure ("Purchaser") that Tenant shall not be disturbed in the quiet and peaceful possession of the premises demised under the Lease.
4. **Attornment.** In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, Tenant shall attorn to Mortgagee or Purchaser and recognize Mortgagee or Purchaser as its landlord under the Lease, and Mortgagee or Purchaser shall recognize and accept Tenant as its tenant thereunder, whereupon the Lease shall continue, without further agreement, in full force and effect as a direct lease between Mortgagee or Purchaser and Tenant for the full term thereof, together with all extensions and renewals now provided thereunder, upon the same terms, covenants and conditions as therein provided, and Mortgagee or Purchaser shall thereafter assume and perform all of Landlord's obligations, as landlord under the Lease, with the same force and effect as if Mortgagee or Purchaser were originally named therein as landlord and Tenant shall thereafter make all rent payments directly to either Mortgagee or Purchaser, as the case may be, subject to limitations contained in paragraph 5 below.
5. **Limitation of Liability.** Notwithstanding anything to the contrary contained herein or in the Lease, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, the liability of Mortgagee, its successors and assigns, or Purchaser, as the case may be, shall be limited to its interest in the Property; provided, however, that Mortgagee, its successors and assigns, or Purchaser, as the case may be, shall in no event or to any extent be liable to Tenant for:
 - (a) any past act, omission or default on the part of the original or any prior landlord under the Lease and Tenant shall have no right to assert the same or any damages arising therefrom as an offset, defense or deficiency against Mortgagee;

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- (b) any prepayment of rent or deposit, rental security or any other sums deposited with the original or any prior landlord under the Lease and not delivered to Mortgagee;
 - (c) Any amendment or modification of the Lease not consented to by Mortgagee; or
 - (d) Any warranty or representation of Landlord relating to work performed by Landlord under the Lease.
6. Further Documents. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto. Tenant agrees, however, to execute and deliver to Mortgagee or to any person to whom Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to effectuate said provisions.
7. Lease. Tenant certifies that there are no defaults on the part of Tenant under the Lease and to the best of its knowledge, no defaults on the part of Landlord under the Lease; the Lease has not been amended and is a complete statement of the agreement of the parties thereto with respect to the letting of the demised premises, except for those amendments and agreements which have been delivered to Mortgagee; and all the agreements and provisions therein contained are in full force and effect on the date of this Agreement.
8. Notice and Cure. Tenant agrees that if there occurs a default by Landlord under the Lease:
- (a) A copy of each notice given to Landlord pursuant to the Lease shall also be given to Mortgagee, and no such notice shall be effective for any purpose under the Lease unless so given to Mortgagee; and
 - (b) If Landlord shall fail to cure any default within the time prescribed by the Lease, Tenant shall give further notice of such fact to Mortgagee. Mortgagee shall be allowed such additional time as may be reasonably necessary to cure such default or institute and complete foreclosure proceedings (or otherwise acquire title to the Improvements), and so long as Mortgagee shall be proceeding diligently to cure the defaults that are reasonably susceptible of cure or proceeding diligently to foreclose the Mortgage, no such default shall operate or permit Tenant to terminate this Lease.
9. Notices. All notices, demands and requests given or required to be given hereunder shall be in writing and shall

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be deemed to have been properly given when personally served or if sent by U. S. registered or certified mail, postage prepaid, addressed as follows:

Mortgagee:

Metropolitan Structures
Suite 1200
111 East Wacker Drive
Chicago, Illinois 60601
Attention: Alan Levinson and
David M. Drew, Esq.

Tenant:

Pathway Financial
100 North State Street
Chicago, Illinois

with a copy to:

Rudnick & Wolfe
30 North LaSalle Street, 29th Floor
Chicago, Illinois 60602
Attention: William A. Zolla

Landlord:

FJV Venture
c/o JMB Realty Corporation
Suite 3900
875 North Michigan Avenue
Chicago, Illinois 60611
Attention: Stuart C. Nathan

and

FJV Venture
c/o Lawrence F. Levy
Suite 400
980 North Michigan Avenue
Chicago, Illinois 60611

and

FJV Venture
c/o Metropolitan Structures
Suite 1200
111 East Wacker Drive
Chicago, Illinois 60601
Attention: Alan Levinson and
David M. Drew, Esq.

Property of Cook County Clerk's Office

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10. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
11. Choice of Law. This Agreement shall be governed by the internal law (and not the law of conflicts) of the State of Illinois.
12. Signature by Land Trustee. This instrument is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under its Trust No. 102101-02, as aforesaid. All of the covenants and conditions to be performed hereunder by said Bank are undertaken by it only as Trustee, as aforesaid, and not individually and no personal liability shall be asserted or is enforceable against said Bank by reason of any of the covenants, statements, representations or warranties contained in the foregoing instrument.
13. Mortgagee Limitation of Liability. In addition to and not in limitation of any limitation on liability provided by law or by any contract, agreement, instrument or document, the liability of Mortgagee hereunder shall be limited to the assets of Mortgagee, and no present or future partner of Mortgagee shall have any personal liability under this Agreement. A deficit capital account of any present or future partner of Mortgagee shall not be an asset of Mortgagee.

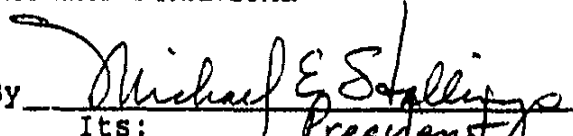
WITNESS the due execution of this instrument by the parties hereto the day and year first above written.

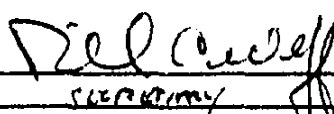
METROPOLITAN STRUCTURES, an
Illinois general partnership

By: METCO PROPERTIES, an
Illinois limited partnership

By: 
Alan Levinson
General Partner

PATHWAY FINANCIAL

By: 
Its: Michael E. Stallings
President

Attest: 
Its: SECRETARY

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AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee
under Trust Agreement dated March
27, 1987 and known as Trust
No. 102101-02

Attest: _____
Its: AST Secretary

By _____
[Signature]
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Property of Cook County Clerk's Office

Return to :

This instrument was prepared by:
Alexandra R. Cole, Esq.
Antonow & Fink
Suite 3000
111 East Wacker Drive
Chicago, Illinois 60601

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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 Alan Levinson, personally known to me to be a general partner of METCO PROPERTIES, an Illinois limited partnership, appeared before me this day in person and acknowledged that, as such general partner, he signed and delivered such instrument as his free and voluntary act, and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of April, 1987.

George T. Haupp
Notary Public

My Commission Expires: _____

12/24/87

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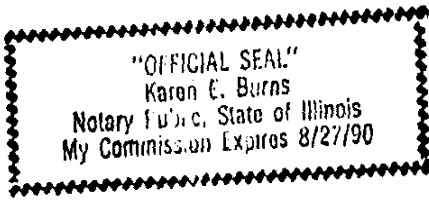
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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, KAREN E. BURNS, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Peter H. Johansen, personally known to me to be the Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and personally known to me to be the Assistant Secretary/Trust Officer thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Second Vice President and Assistant Secretary/Trust Officer, they signed and delivered such instrument and caused the corporate seal of such corporation to be affixed thereto, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this MAY 04 1987 day of _____, 19____.



Karen E. Burns
Notary Public

My Commission Expires: _____

COOK County Clerk's Office

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Property of Cook County

My Commission Expires: September 13, 1985

Notary Public

Given under my hand and notarial seal this 30th day of April, 19 87.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael C. Skilling, the President of PATHWAY FINANCIAL, a federal association, and Kirk C. Wolf, Secretary of said association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that as custodian of the corporate seal of said association, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF Cook

SS.

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8000

105632228

Pin # 17-09-451-018
17-09-451-012
All 13+14
Lot
HMO

The East 1/2 of a 10 foot (private alley) strip lying West and adjoining Lots 13 and 14 in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; also known as the East 1/2 of a 10 foot strip of land reserved for alley described as the South 1/2 of the West 10 feet of the East 20 feet of Lot 7 in Block 37 in Original Town of Chicago in Cook County, Illinois.

PARCEL 3:

A strip of land lying between the East line of the above described parcel and the West line of State Street as fixed by an act of the General Assembly approved March 3, 1845, as appears from plat thereof recorded January 26, 1872 in Book 1 of plats, page 20, in Cook County, Illinois.

PARCEL 2:

Lots 13 and 14 in Assessor's Division of Lot 1, 2, 7 and 8 in Block 37 in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

PARCEL 1:

LEGAL DESCRIPTION FOR
100 N. STATE STREET
CHICAGO, ILLINOIS

EXHIBIT "A"

DEPT-01 \$20.00
also
14003 TRAN 4322 05/05/87 10:19:00
41452 ± C * -87-239401
COOK COUNTY RECORDER