

3. After the receipt by Lessee of notice from Lender of completion of a foreclosure under the Mortgage or the Lender has received a conveyance of the Premises in lieu of foreclosure, Lessee will attorn to and recognize Lender, its successors and assigns, or any other purchaser at the foreclosure sale, as its substitute lessor under the Lease, and, having thus attorned, Lessee's possession of the space covered by the Lease shall not thereafter be disturbed during the term of the Lease, or during any renewal or extension thereof in accordance with its terms, providing and as

2. Lender does hereby agree that the rights of Lessee under the Lease shall remain in full force and effect and its possession of the Premises thereunder shall remain undisturbed during the term of the Lease, and during any renewal or extension thereof in accordance with its terms; provided Lessee shall have performed and shall continue to perform all of the covenants and conditions of the Lease to be by it performed and shall not be in default thereunder. However, Lender shall not be liable for any default by Lessor under the Lease.

1. Lessee's interest in the Lease, and all rights of Lessee thereunder, shall be and hereby are declared to be subject and subordinate to the Mortgage, subject to the provisions of Paragraph 2 hereof. The term "Mortgage", as used herein, shall include the Mortgage and any and all amendments, supplements, modifications, renewals, or replacements thereto, thereof or therefor.

as follows: herby acknowledged, the parties hereto do hereby covenant and agree and other good and valuable consideration, the receipt whereof is and agreements herein contained, the making of the loan covenants and agreements for and in consideration of the mutual

WHEREAS, Lender, Lessor, and Lessee have agreed to the following with respect to their mutual rights and obligations pursuant to and under the Lease and the Mortgage.

WHEREAS, Lender has required the execution of this Agreement as a condition to making such loan; and

WHEREAS, Lender is the proposed holder of a note to be secured, by a mortgage upon the Premises (the "Mortgage"); and

WHEREAS, Lessor is the proposed owner of a note to be secured, by a mortgage upon the Premises (the "Mortgage"); and under which Lease, is now owned by Lessor; and called the "Premises"), which Premises, and the Lessor's interest hereby made a part hereof (said land and building being herein more particularly described in Exhibit "A" attached hereto and situated in (X Grove Village, County of Cook and State of Illinois, Lessee has leased certain space within a building located upon land and building, dated December 1, 1986 ("Lease").

WITNESSETH:

THIS AGREEMENT, made and entered into as of the 10th day of December, 1986, by and between THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania corporation ("Lender"); HARRIS TRUST AND SAVINGS BANK, not personally or individually, but as Trustee under Trust Agreement dated November 3, 1986 and known as Trust No. 43809 ("Lessor"); and [Banker Company, Inc., an Illinois corporation ("Lessee").

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

MSR 684021/33231

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The Fidelity Mutual Life Insurance Company  
250 King of Prussia Road  
Radnor, Pennsylvania 19087  
Attention: General Counsel

If to Lender:

as follows:  
certified mail, return receipt requested, postage prepaid, addressed  
and shall be deemed given or served when sent by registered or  
or permitted to be given or served hereunder shall be in writing,  
9. All notices, demands or documents which are required

legal representatives, successors and assigns.  
8. This Agreement shall be binding upon and shall inure  
to the benefit of the parties hereto and their respective heirs.

parties hereto.  
7. This Agreement may not be amended or modified in any  
manner other than by an agreement in writing signed by all of the

specific performance as herein provided, shall be cumulative.  
all remedies provided at law or in equity, including the right to  
this Agreement. It is the express intent of all parties hereto that  
6. Each party hereto shall be entitled to specific  
performance of the covenants, agreements and rights contained in

expenses incurred in collecting said monies.  
proceeds or condemnation award, as applicable, less all costs and  
restoring the premises in excess of an amount equal to the insurance  
obligated to incur expenses in connection with repairing or  
of a casualty or other loss. The Lender shall in no event be  
the application of insurance or condemnation proceeds in the event  
Lender shall not be bound by any provision of the lease relating to  
under the mortgage or a conveyance in lieu of foreclosure, the  
becomes the owner of the premises as a result of a foreclosure sale  
forth, in the event that Lender or any other person, party or entity  
5. Notwithstanding anything to the contrary herein set

lessor under the lease, including but not limited to lessor,  
right of set-off or defense which lessee may have against any prior  
premises and in, to and under the lease shall not be subject to any  
of Lender or any such other person, party or entity in and to the  
under the lease, including but not limited to lessor; and the rights  
or omission of, and/or breach of the lease by, any prior lessor  
any such other person, party or entity shall be liable for, any act  
other person, party or entity resulting from, and neither Lender nor  
foreclosure. Lessee shall have no claim against Lender or any such  
or entity becomes the owner of the premises as a result of a  
4. In the event that Lender or any other person, party,

conditions and agreements as are set forth in the lease.  
substitute Lessor shall be upon all of the terms, covenants,  
and recognition. Any such attornment and recognition of a  
agreements shall be required to effectuate the foregoing attornment  
Agreement shall be deemed to be self-operative, and no such separate  
appropriate agreements of attornment and recognition, but this  
respects. The parties shall execute and deliver, upon request,  
observed and performed by lessee thereunder in all material  
perform the covenants, terms and conditions of the lease to be  
lease in the manner provided therein and otherwise to observe and  
long as Lessee shall continue to pay the rental provided under the

60131101

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Attest: \_\_\_\_\_  
Its: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

LESSOR:

Brucker Company, Inc.  
an Illinois corporation

(Corporate Seal)

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

LESSOR:

HARRIS TRUST AND SAVINGS BANK, not  
personally or individually, but as  
Trustee under Trust Agreement  
dated November 3, 1986 and known  
as Trust No. 43809

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

LENDER:

THE FIDELITY MUTUAL LIFE INSURANCE  
COMPANY, a Pennsylvania corporation

(Corporate Seal)

IN WITNESS WHEREOF, This Agreement has been duly executed  
as of the day and year first above written.

This Agreement is executed by HARRIS TRUST AND SAVINGS  
BANK, not personally or individually, but as Trustee under Trust  
Agreement dated November 3, 1986 and known as Trust No. 43809 in the  
exercise of the power and authority conferred upon and vested in it  
as such Trustee. All the terms, provisions, stipulations, covenants  
and conditions to be performed by HARRIS TRUST AND SAVINGS BANK are  
undertaken by it solely as Trustee, as aforesaid, and not  
individually, and all statements herein made are made on information  
and belief and are to be construed accordingly, and no personal  
liability shall be asserted or be enforceable against HARRIS TRUST  
AND SAVINGS BANK by reason of any of the terms, provisions,  
stipulations, covenants and/or statements contained in this  
Agreement.

Each party hereto may change its above-stated address from time to  
time by serving written notice of the change upon the other party  
hereto as above provided at least ten (10) days prior to the  
effective date of said change.

Harris Trust and Savings Bank, Trustee  
under Trust #43809  
c/o Kaiser Investments  
2501 N. Wayne Street  
Chicago, Illinois 60614  
Brucker Company, Inc.  
2400 Greenleaf Avenue  
MIR GROVE, Illinois 60007

If to Lessee:

If to Lessor:

MSR 684021/33231

6101122278

UNOFFICIAL COPY

Property of Cook County Clerk's Office

6101322728

My Commission Expires February 19, 1990

*[Signature]*  
Notary Public

GIVEN under my hand and notarial seal this 18 day of October, 1986.

I, JILL WACHTOR, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES J. PIERNER, as VICE President and ASST. SECRETARY of HARRIS TRUST AND SAVINGS BANK, not personally or individually, but as Trustee under Trust Agreement dated November 3, 1986 and known as Trust No. 43809, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary of said Bank, 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 Bank for the uses and purposes therein set forth; and said Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

STATE OF Illinois  
COUNTY OF Cook  
Notary Public  
*[Signature]*

The foregoing was acknowledged before me this 18 day of October, 1986 by JAMES J. PIERNER and ASST. SECRETARY of HARRIS TRUST AND SAVINGS BANK, a corporation under the laws of the State of Pennsylvania, on behalf of the corporation.

STATE OF Pennsylvania  
COUNTY OF Penn

MSR 684021/33231

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601322218

Property of Cook County

*[Handwritten signature]*  
Notary Public

I, Eugene L. Shopp, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerome Kielfield, as President of Brucker Company, Inc., an Illinois corporation and Alfred S. Kielfield, as Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary of said Corporation, 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 Corporation, for the uses and purposes therein set forth; and said Secretary did then and there acknowledge that he, as Secretary of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of December, 1951.

STATE OF ILLINOIS )  
 )  
 COUNTY OF COOK )

MSR 684021/33231

8 7 2 7 3 1 0 9

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FILE NO. 1836-48 (USP)  
CHICAGO, IL 60601  
200 N. LA SALLE ST., SUITE 2300  
KATZ, RANDALL & WEINBERG

Reported By + Returned To

Property of Cook County Clerk's Office

THE WEST 420.0 FEET OF THE EAST 600 OF THE WEST 1629 FEET OF LOT  
23 IN CENTER INDUSTRIAL PARK UNIT 5, BEING A SUBDIVISION IN SECTION  
35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERI-  
DIAN, IN COOK COUNTY, ILLINOIS.  
Permanent Index No. 08-35-203-015 *1A*  
For Property Commonly Known As:  
2400 Greenleaf Avenue  
Elk Grove Village, IL 60007

EXHIBIT "A"

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204

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87273109

601E2728  
87273109

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$17.00  
MAIL FROM 7749 08/08/07 15:44:00  
COOK COUNTY RECORDER

NONE

LEASE MODIFICATIONS

EXHIBIT "B"

MSR 684021/33231

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