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**MORTGAGEE'S NON-DISTURBANCE AGREEMENT
AND
LESSEE'S AGREEMENT TO ATTORN**

THIS AGREEMENT, made this 24th day of October 1986, by and between FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY, a national banking association organized under the Acts of Congress, with offices at 213 Washington Street, Newark, New Jersey 07192 (hereinafter "Mortgagee") and FIRST CHICAGO BUILDING CORPORATION, an Illinois corporation, having a place of business located at One First National Plaza, Chicago, Illinois 60670 (hereinafter "Lessee").

WHEREAS, Lessee has entered into a certain Indenture of Lease, dated July 27th, 1984, with American National Bank and Trust Company of Chicago, not individually but as trustee under a Trust Agreement dated July 12, 1984 and known as Trust Number 61579, as Lessor, covering certain portions of the interior space (hereinafter the "Demised Premises") in the buildings located at 750 North Michigan Avenue and 117 East Chicago Avenue, both in Chicago, Illinois, as further described in said lease (hereinafter the "Lease"); and

WHEREAS, Mortgagee is the holder of a certain Mortgage and Security Agreement dated October 24, 1986 (hereinafter the "Mortgage"), which enumerates the buildings and land (hereinafter the "Property") of which the Demised Premises are a part, the Property being more fully described on Schedule A which is attached hereto and by this reference made a part hereof; and,

WHEREAS, Mortgagee has received an executed counterpart of the Lease; and,

WHEREAS, Lessee has requested that Mortgagee agree not to disturb the Lease and Lessee's possessory rights in the Demised Premises in the event Mortgagee should foreclose the Mortgage or exercise any of its remedies thereunder or under any other security instrument securing the note secured by the Mortgage provided that Lessee is not in default under the Lease which default Lessee has failed to cure within the time period provided therein for such cure and provided that Lessee agrees to attorn to Mortgagee or the purchaser at any foreclosure sale; and,

THIS INSTRUMENT PREPARED BY: *mail to:*

Avram S. Eule
Scheider & Wiener
1180 Raymond Boulevard
Newark, New Jersey 07102

A# 958210 D1

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WHEREAS, Mortgagee is willing to so agree on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and Ten (\$10.00) Dollars and other good and valuable consideration each to the other in hand paid, receipt of which is hereby acknowledged, Mortgagee and Lessee hereby agree as follows:

1. The Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, replacement or extension of the same.

2. Provided Lessee is not in default under the Lease which default Lessee has failed to cure within the time period provided in the Lease for such cure:

(a) The right of possession of Lessee or any permitted sublessee or assignee of Lessee to the Demised Premises and Lessee's rights or a permitted sublessee's or assignee's rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any rights or remedies under the Mortgage or under any other security instrument securing the note secured by the Mortgage, subject however to the rights of the Lessor to terminate the Lease in accordance with the express provisions thereof by reason of Lessee's default thereunder (which default Lessee has failed to cure within the time period provided in the Lease); and

(b) Any sale of the Property pursuant to the exercise of any rights or remedies under the Mortgage or under any other security instrument securing the note secured by the Mortgage, or otherwise, shall be made subject to the Lease and the rights of Lessee and any permitted sublessee or assignee of Lessee thereunder.

3. Lessee agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Property by deed in lieu of foreclosure, and the successors and assigns of such purchasers or transferees, as its landlord for the unexpired balance of the term of the Lease upon the same terms and conditions as are set forth in the Lease.

In the event that it should become necessary to foreclose the Mortgage or exercise any other remedies thereunder or under any other security instrument securing the note secured by the Mortgage, the Lease will not be automatically terminated, and Mortgagee will not terminate the Lease nor join Lessee in foreclosure or other proceedings so long as Lessee is not in default under the Lease which default Lessee has failed to cure within the time period provided therein for such cure.

In the event that Mortgagee shall succeed to the interest of Lessor under the Lease, Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Lessor);
or

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- (b) subject to any offsets, counterclaims, claims or defenses which Lessee might have against any prior landlord (including Lessor); or
- (c) bound by any amendment or modification of the Lease made without its express written consent.

4. Lessee will not pay an installment of Basic Rent or additional rent prior to the due date of such installment, and Mortgagee shall not be bound by any payment of Basic Rent or additional rent made by Lessee to Lessor prior to the due date or such installment.

5. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage except as specifically set forth herein.

6. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

7. This Agreement shall insure to the benefit of and shall be binding upon the parties hereto, their successors and assigns, and the agreements herein contained shall be deemed to be covenants running with the Property.

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

Mortgagee:

FIRST FIDELITY BANK,
NATIONAL ASSOCIATION,
NEW JERSEY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

ATTEST: 1987 JUN 25 PM 2:15

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BY: James A. Phibbs
Assistant, Vice President
James A. Phibbs

William J. Lemanski
, Assistant Cashier

William J. Lemanski

Lessee:

FIRST CHICAGO
BUILDING CORPORATION

ATTEST:

BY: Richard J. Weaver *RA*

Richard J. Weaver
, Secretary

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The Lessor under the Lease and the Mortgagor under the Mortgage hereby agrees for itself and its successors and assigns, that (i) the within Agreement does not (a) constitute a waiver by Mortgagee of any of its rights against the Mortgagor under the Mortgage and/or (b) in any way release the Mortgagor from its obligation to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage, (ii) the provisions of the Mortgage remain in full force and effect and must be complied with by the Mortgagor, and (iii) in the event of a default under the Mortgage, Lessee may pay the Basic Rent, additional rent and all other sums due under the Lease to the Mortgagee.

This Instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO shall be performed by it solely as Trustee, under seal, and not individually, and no action shall be brought or be taken against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this Instrument.

Mortgagor/Lessor:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee under a Trust Agreement dated July 12, 1984 and known as Trust Number 61579

BY: _____
[Signature]
UP

ATTEST:

[Signature]
Secretary

Mortgagor/Beneficiary
PLAISANCE PARTNERS, L.P., a
Nevada limited partnership

BY: _____
[Signature]

A General Partner

WITNESS:

[Signature]

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STATE OF ILLINOIS):
):SS
COUNTY OF COOK):

I, CHRISTINE M. KRAUSE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that TATRIEK J. HURLEY Vice President of **FIRST CHICAGO BUILDING CORPORATION**, an Illinois corporation, and ROBERT T. PRAVORS Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 acts, and as the free and voluntary act of said Bank, not personally but solely as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said **FIRST CHICAGO BUILDING CORPORATION** did affix the said corporate seal of said Bank, to said instrument as his own free and voluntary act, and as the free and voluntary act of said **FIRST CHICAGO BUILDING CORPORATION** for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 7/4th day of November, 1986.

Christine M. Krause
Notary Public

My Commission Expires:
5-26-88

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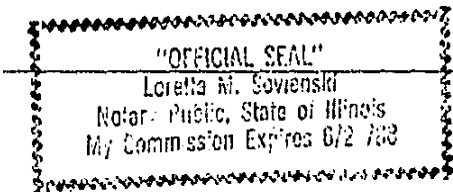
STATE OF ILLINOIS):
):SS
COUNTY OF COOK):

I, **LORETTA M. SOVIENSKI**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **J. MICHAEL WHELAN** Vice President of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** and **SUZANNE G. BAKER**, Secretary of said **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 acts, and as the free and voluntary act of said Trustee, not individually but solely as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, did affix the said corporate seal of said **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, to said instrument as his own free and voluntary act, and as the free and voluntary act of said **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally, but solely as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this *24th* day of November, 1986.

Loretta M. Sovienksi
Notary Public

My Commission Expires:



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STATE OF NEW JERSEY):
):SS
COUNTY OF ESSEX):

I, David C. Taylor, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James A. Phibbs and William J. Lemanski ^{Asst} Vice President and Assistant Cashier, respectively, of **FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY** personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Cashier, respectively, appeared before me this day in person and severally acknowledged that they signed and delivered said instrument as their 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 Assistant Cashier did also then and there acknowledge that he, as custodian of the association seal of said **FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY**, did affix the said corporate seal of said **FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY** to said instrument as his own free and voluntary act, and as the free and voluntary act of said **FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY**, not personally, but solely as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of October 1986.

David C. Taylor
Notary Public

My Commission Expires:

DAVID C. TAYLOR
A Notary Public of New Jersey
My Commission Expires July 29, 1990

DAVID C. TAYLOR
A Notary Public of New Jersey
My Commission Expires July 29, 1990

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DAVID C. TAYLOR
A Notary Public of New Jersey
My Commission Expires July 28, 2009

NOTARY PUBLIC
STATE OF NEW JERSEY

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STATE OF NEW JERSEY):
):SS
COUNTY OF ESSEX):

I, MARGERY R. ZIOBRO , a Notary Public in and for said County, in the state aforesaid, do hereby certify that RANDALL D. SMITH , personally known to me to be a general partner of Plaisance Partners, L.P., a Nevada limited partnership, and 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 severally acknowledged that as such general partner he signed and delivered the said instrument as a general partner of said limited partnership as his free and voluntary act, and as the free and voluntary act of said limited partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1st day of November, 1986.


Notary Public

My Commission Expires:

MARGERY R. ZIOBRO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 16, 1991

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EXHIBIT A

Legal description of the Property:

That part of Lots 4 to 7, both inclusive, lying west of the west line of North Michigan Avenue, as widened, in Butler's Subdivision of the north east corner of Block 53 in Kinzie's Addition to Chicago, being a subdivision in the North Fraction of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

NOTE:

The land is also described as follows:

The west 5 feet of Lot 4 and all of Lots 5, 6 and 7 in Butler's Subdivision of the north east corner of Block 3 in Kinzie's addition to Chicago in the North Fraction of Section 10, Township 39 North Range 14, East of the Third Principal Meridian, in Cook County Illinois.

150 N. Michigan Ave
Chicago, IL

PIN* 17-10-102-015-7

17-10-102-016-5+6

CXD N

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