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PREPARED BY: MAIL TO PREPARER
STEPHEN H. MALATO, ESQ.
Hinshaw, Culbertson, Moelmann,
Hoban & Fuller
.222 North LaSalle, Suite 300
Chicago, Illinois 60601

HN Loan Number: IL.00875
The Laredo Plaza Shopping
Center at the Northwest
Corner of Dundee and Baldwin
Roads, Palatine, Illinois

P.I.N.: 02-01-302-020

SUBORDINATION AND ATTORNMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENT AGREEMENT made this 06 day of (c), 1988 between:

Household Bank, f.s.b.

herein for convenience referred to as "Mortgagee", and J.R.Group, Inc. DBA Natural Foods

herein for convenience referred to as "Tenant";

RECITALS:

A. Pursuant to the terms and conditions of lease agreement dated July 1 , 1985, between:

American National Bank & Trust as Trustee under Trust # 57277

as landlord ("Landlord") and Tenant, as tenant, ("Lease Agreement"), Tenant leased from Landlord the premises legally described on Exhibit "A" attached hereto and made a part hereof ("Leased Premises").

- To evidence a loan made by Mortgagee to Landlord in the principal amount of FOUR MILLION TWO HUNDRED FORTY TWO THOUSAND (\$4,242,242.00) TWO HUNDRED FORTY TWO AND NO/100 DOLLARS ("Loan"), Landlord executed its note dated October 18, 1988 1988, payable to the order of Mortgagee, in the full amount of Loan, which is secured by mortgage, in favor of Mortgagee, conveying the premises legally described on Exhibit "B" attached hereto and made a part hereof ("Entire Premises") (of which Leased Premises is a part), recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 88-496324 ("Mortgage").
- C. As a condition to the initial disbursement of the proceeds of Loan, Mortgagee requires that the interest of Tenant in and to Leased Premises and Lease Agreement be subordinated to the lien of Mortgage.

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NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Lease Agreement is and shall continue hereafter to be subject and subordinate to the lien of Mortgage.
- 2. In the event Mortgagee or its successors, assigns, nominees or any party claiming by, through or under Mortgagee (collectively "Successors") shall succeed to the rights of Landlord pursuant to Lease Agreement:
 - upon request Tenant will attorn to Mortgagee or Successors and will perform, for the benefit of Mortgagee or Successors, all of the terms, covenants and conditions contained in Lease Agreement to be kept and performed by it and scall, at the request of Mortgagee or Successors, execute and deliver a written agreement of attornment; and
 - b). If Mortgagee of Successors request Tenant to attorn to Mortgages or Successors, Mortgagee or Successors shall not be (i) liable for any act or omission of Landlord or any prior landlord; (ii) subject to any offsets or defenses which Tenant may have against Landlord or any prior landlord (including Landlord); or (iii) bound by any prepayment of rent or additional rent which Tenant may have paid for more than the current month to Landlord or any prior landlord.
- 3. The term "Mortgagee" shall mean the holder of Mortgage (as the same may be assigned from time to time) and the term "Mortgage" shall mean Mortgage (as the same may be renewed, modified, replaced, extended or consolidated with mortgages placed on Entire Premises, dated subsequent to the date of Lease Agreement).
- 4. Any and all notices to be given pursuant hereto shall be sufficient if in writing and delivered personally, by "over-night courier service providing one (1) day delivery (which shall be deemed received on the date of delivery thereof) or mailed by United States certified or registered mail, postage prepaid (which shall be deemed received three [3] days following the postmark dates thereof), addressed to Mortgagee and Tenant as follows:

If to Mortgagee, at 2700 Sanders Road, Prospect Heights, Illinois 60070

If to Tenant, at 1170-76 East Dundee Road
Palatine, Illinois 60067

5. This agreement and the covenants, conditions and promises herein contained shall inure to the benefit of and be binding upon Mortgagee and Tenant, their respective successors, assigns, grantees and legal representatives.

IN WITNESS WHEREOF, Mortgagee and Tenant have caused this agreement to be executed by their duly authorized officers and their respective corporate seals to be affixed hereto, as of the day and year first above written.

Mortgagee	Hous	usehold Bank f.s.p.	
ATTEST: Title: Rose & Man(ini Assistant Secretary	ву:	Title: Alan R. Giever Vice President	1
Tenant Matural Doogs)		
Pleadent Title:	By:	Title:	
	•	Clark	
		SO _E	
		Co	

STATE OF ILLINOIS)	SS.
COUNTY OF COOK)	·
the State aforesaid, DO Vice President and Rose C. Mancini, to me to be the same processed instrument as respectively, appeared acknowledged that they as their own free an voluntary ac: of Mortga forth; and the said Assacknowledge that as custoid affix the same to-	before me this day in person and signed and delivered the said instrument of voluntary act, and as the free and gee, for the uses and purposes therein set istant Secretary did also then and there todian of the corporate seal of Mortgagee, said instrument as her own free and the free and voluntary act of Mortgagee,
of October	and Notarial Seal this 25th day 19 28. () Amela Keener &
My Commission Expires	Notary Public Co
	"OFFICIAL SEAL" Pamela Joan Keeney Motary Public, State of Illinois My Commission Expires Oct. 9, 1990
	TSOM
	Co

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UNOFFICIAL COPY

STATE OF ITITIOUS) SS.
COUNTY OF Cook
The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that TRY R. ANGEL OF J. R. GROUP, INC. DRA NOTURAL FOODS ("Tenant"), and
thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [RESIDIAT] and , 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 Tenant, for the uses and purposes therein set forth; and the said PRESIDENT did also then and there acknowledge that as custodian of the corporate seal of Tenant, did affix the same to said instrument as his own free and voluntary act, and as the free and voluntary act of Tenant, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this $67H$ day of $0cT$, 1988 .
Notary Public
My Commission Expires JAN. 21, 1992

LEGAL DESCRIPTION OF LEASED PREMISES

DETTOI STANDER

DETTOI STANDER

STANDER

CODE COUNT PECHADER

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EXHIBIT "A"

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LEGAL DESCRIPTION OF ENTIRE PREMISES

The west 405.00 feet of that part of the east half of the S.W. quarter of Section 1, Township 42 North, Range 10, East of the 3rd P.M., which lies east of the west 30 acres thereof (except the south 70 feet taken for Dundee Hoad, also except the North 300 feet of the South 370 feet of the West 225 feet thereof, also except the North 2096.75 feet East of the West 30 acres), in Cook County, Illinois.

That part of the East half of the Southwest quarter of Section 1, Township 42 North, Range 10 East of the 3rd P.M., which lies East of the West 30 acres thereof; (except the South 70' taken for Dundee Road and except the East 236 feet thereof and also except the North 405 feet thereof, also except the North 2096.75 feet East of the West 30 acres), In Cook County, Illinois.

The East 170.00 feet of that part of the East half of the Southwest quarter of Section 1, Township 42 North, Range 10, East of the 3rd P.M., which lies East of the West 30 acres thereof (except the south 70' taken for Dundee Road and except the East 66' thereof and except the North 170' of the South 240' of the West 176' of the East 236' thereof also except the North 2096.75' East of the West 30 acres), also that part of vacated right of way of Baldwin Road described as follows: That part of the East 66' of the Southwest quarter of Section 1, Township 42 North, Bange 10 East of the 3rd P.M., (except the North 2086.75' thereof) lying Northerely of a line 66' Northwester and parallel (as measured at right angles) with a line drawn through a point on the West line of the Southeast quarter of said Section 1, Said point being 327.61' North of the South line of said Southeast quarter, to a point on the East line of the West 66' of said Southeast quarter, 477 61' North of the South line of said Southeast quarter, in Cour County, Illinois.