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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 day of oc., 1988 between:

Household Bank, f.s.b.

herein for convenience referred to as "Mortgagee", and

Palatine North Currency Exchange, Inc.

herein for convenience referred to as "Tenant";

RECITALS:

A. Pursuant to the terms and conditions of lease agreement dated Dec. 6 ______, 19_33, 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").

- B. To evidence a loan made by Mortgagee to Landload in the principal amount of FOUR MILLION TWO HUNDRED FORTY TWO THOUSAND TWO HUNDRED FORTY TWO AND NO/100 DOLLARS (\$4,242,242.00) ("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:
 - a). 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 snall, at the request of Mortgagee or Successors, execute and deliver a written agreement of attornment; and
 - b). If Mortgagee c. Successors request Tenant to attorn to Mortgagee 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

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Ιf	to	Tenant,	at	1200 East	Dundee R	oad	
				Palatine,	<u>ll</u> linois	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.

Mortgages

ATTEST:

Pol March
Title: Rose C. Mancini
Assistant Secretary

Tenant

ATTEST: Pachtrials North Conneaty acts

Title: March
Vice President

Title: Title:

MARCH FIRE STATES

Title: President

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STATE OF IDELECTS)) SS.		•
COUNTY OF COOK) 55.		•
COUNTY OF COOK	1		
The undersigned, the State aforesaid, Vice President. and Rose C. Mancini to me to be the same foregoing instrument respectively, appear acknowledged that the as their own free voluntary act of Mort forth; and the said acknowledge that as acknowledge that as condid affix the same voluntary act, and condid the same voluntary act, and conditions are said to the same voluntary act, and conditions are same voluntary act, and conditions are said to the same voluntary act, and conditions are said to the same voluntary act, and conditions are said to the same voluntary act, and conditions are said to the same voluntary act, and conditions are said to the same voluntary act, and conditions are said to the same voluntary act, and conditions are said to the same voluntary act, and conditions are said to the same voluntary act, and conditions are said to the same voluntary act, and conditions are said to the said to t	DOES HEREBY CERTI- of Household , Assistant Secret persons whose ras such Vice Present with Vice Present and designed and designed and voluntary as gagee, for the use Assistant Secretary ustodian of the control of th	arythereof, persona ames are subscribe sident and Assistant this day in perlivered the said in act, and as the es and purposes the orporate seal of Montas her own coluntary act of Montas of Montas act of Montas a	tgagee"), lly known d to the Secretary son and nstrument free and erein set and there ortgagee, free and
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My Commission Expires	10/8/90		0
		"OFFICIAL SEAL" Pamela Jean Keene	}
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with a secretary account to

STATE OF Illinois)	•			
COUNTY OF Cook) SS.				
The undersigned, the State aforesaid, of		Y CERTIFY	that	ARVIN FI	ELDS.
("Tenant"), and		1.016111		P. J. C. P. P. C. C.	
thereof, personally	known to	me to be	the sar	ne person	s whose
names are subscri					
such <u>PRESIDENT</u> appeared before me the	and			respec	tively,
appeared before me the signed and delivered	iis day in	person a	nd acknow	readea tu	iat they
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custodian of the corp	orate seal	of Tenan	ıt, did a	ffix the	same to
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of <u>oct</u> , 1988.	4			_	
		No.	Lara (Falmer	,
		0,	Notar	y Public	
My Commission Expires	-d-n.	11 1942			
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LEGAL DESCRIPTION OF LEASED PREMISES

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EXHIBIT "A"

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COOK COUNTY RECORDER

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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, Hange 10, East of the 3rd P.M., which lies east of the west 30 acres thereof (except the south 70 feet taken for Dundee Boad, also except the North 300 feet of the South 370 feet of the Wast 225 feet thereof, also except the North 2096.75 feet Last 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 170' 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, Bunge 10 East of the 3rd P.M., (except the North 2096.75' thereof) lying Northerely of a line 66' Northwesterly of 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 327.81' 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 Casa County, Illinois.

OSSERVOR COOK COUNTY CLERK'S OFFICE