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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Agreement is made and entered into this 16th day of June, 1988, by and between NORTHWESTERN MEDICAL FACULTY FOUNDATION, INC., an Illinois corporation (the "Tenant"), NATIONAL BOULEVARD BANK OF CHICAGO, a national banking association, as Trustee under Trust Agreement dated September 1, 1984, and known as Trust No. 7922, and ROBERT L. MURPHY, M.D. (both of the aforesaid collectively referred to herein as the "Landlord") and AMERICAN CHARTERED BANK, an Illinois state bank, ("Mortgagee").

W I T N E S S E T H:

WHEREAS, Tenant entered into that certain lease described in Exhibit "B" hereto whereby Tenant leases the premises described in said lease from the Landlord, which premises are hereinafter referred to as the "Leased Premises" and consist of the real estate legally described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"); said lease together with any amendment, assignments or modifications thereof, whether nor or hereafter existing, shall be hereinafter referred to as the "Lease"; and

WHEREAS, there has been executed and delivered by Landlord to Mortgagee, a Mortgage, Assignment of Rents and Security Agreement relating to the property described as Parcel 1 on the attached Exhibit "A" and a Mortgage and Assignment of Rents on the property described as Parcel 2 on the attached Exhibit "A" (all of the aforesaid collectively referred to herein as the "Mortgage") encumbering the Real Estate; and

WHEREAS, Mortgagee, as a condition to making the loans secured by the Mortgage, has requested the execution of this Agreement, and Landlord and Tenant are willing to execute this Agreement, in accordance with the terms and conditions of the Lease, to induce Mortgagee to make the loan;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of One and NO/100 (\$1.00) Dollar, by each of the parties hereto paid to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Attached hereto as Exhibit "B" is a true, correct and complete copy of the Lease (including all amendments or

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Box 15
Amelia Murray

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modifications thereof). Tenant acknowledges and agrees that (i) the Lease is in full force and effect and there is no existing default thereunder, and (ii) no rents have been prepaid except as provided for in the Lease and Tenant does not now have or hold any claim against the Landlord which might be set off or credited against future accruing rents.

2. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the Real Estate, and to all renewals, modifications, consolidations, replacements, and extensions thereof, with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease, to the full extent of the principal sum secured thereby and interest accrued and from time to time unpaid thereon. In the event of a default under the Mortgage, the Mortgagee shall not disturb the possession and peaceful enjoyment of the Tenant, unless however, the Tenant is in default under the Lease.

3. Tenant agrees that upon receipt of written notice from Mortgagee of an uncured default by Landlord under the Mortgage or any other loan documentation given to the Mortgagee in support of and secured by the Mortgage, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction directs otherwise. The Mortgagee shall hold the Tenant harmless and indemnify the Tenant from any and all claims, actions, demands, lawsuits or monetary awards, and from all liability relative to the notice sent by the Mortgagee to the Landlord.

4. In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant as a party defendant in any foreclosure proceeding so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease, or any of its obligations to the Mortgagee separate and apart from the Lease.

5. In the event that the Mortgagee or its designee shall succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of any portion or all of the Real Estate of which the leased premises constitutes a part, all rights and obligations under the Lease to continue as though the interest of Landlord has not terminated or such foreclosure proceeding had not been brought, and the Tenant shall have the same remedies against the Mortgagee, designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under said documents against the Landlord; provided, however, that the Mortgagee, designee or purchaser shall not be:

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

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(b) subject to any offsets or defenses which the Tenant might have against any prior Landlord (including the Landlord);

(c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

(d) bound by any amendment or modification of the Lease made without the consent of Mortgagee subsequent to the date hereof.

6. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

7. 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.

8. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Mortgagee to Tenant shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Tenant at:

Northwestern Medical Faculty
Foundation, Inc.
715 S. Dearborn Street
Chicago, IL 60605

or to such other address as Tenant may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by Tenant to Mortgagee shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Mortgagee at:

American Chartered Bank
650 E. Algonquin Road
Schaumburg, IL 60173

or to such other address as Mortgagee may from time to time designate by written notice to Tenant given as herein required. Notice, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when personally delivered or two (2) days after the time such notice, demand or requests shall be deposited in the mails.

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9. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations and liabilities of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned; and provided further, that the interest of Tenant under this Agreement may not be transferred or assigned, by operation of law or otherwise, without Mortgagee's, or its successors' or assigns' prior written consent

10. This Agreement is executed by NATIONAL BOULEVARD BANK OF CHICAGO, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity hereby warrants that it as Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the parties hereto and by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any liability on said Trustee in its individual capacity personally to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any other party under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TENANT:

NORTHWESTERN MEDICAL
FACULTY FOUNDATION, INC.

(SEAL)

By: *Harold T. Brady*
Title: *President*

ATTEST:

Ann M. Wilcox
Its: Treasurer

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LANDLORD:

(SEAL)

NATIONAL BOULEVARD BANK
OF CHICAGO

By: 

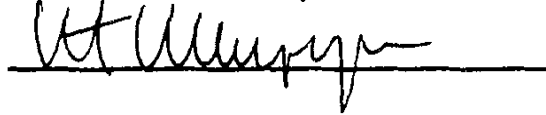
Title: ASSL VICE PRESIDENT

ATTEST:



Its ASST. TOLAN GUYTON

ROBERT L. MURPHY, M.D.



MORTGAGEE:

(SEAL)

AMERICAN CHARTERED BANK

By: 

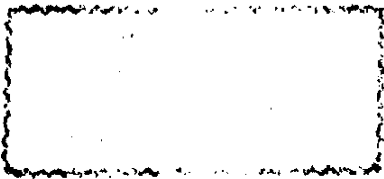
Title: President

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MORTGAGEE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF McHENRY)

I, MARVIL BROWNELL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT L. RITEK, PRESIDENT of American Chartered Bank, (the "Bank") and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and _____ respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered 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 _____ then and there acknowledge that he as custodian of the corporate seal of said Bank 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 Bank for the uses and purposes therein set forth.

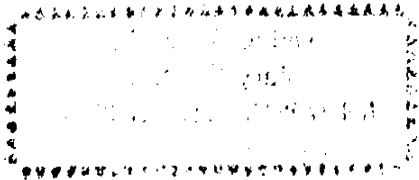
GIVEN UNDER my hand and notarial seal this 11th day of July 1988. ~~June~~

Mary J. Brownell
NOTARY PUBLIC

My commission expires: 11/3/89

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Property of Cook County Clerk's Office



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EXHIBIT "A"

PARCEL I:

Unit 715 in Printer's Row Condominium, as delineated on a Survey of the following described real estate: Lots 3, 4, 9, 10, 15 and 16 (except from said Lots that part taken or used for Dearborn Street and Plymouth Court) in Wallace and Other's Subdivision of Block 135 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which Survey is attached as "Exhibit A" to the Declaration of Condominium recorded on March 19, 1980 as Document Number 25,396,708, together with the respective individual percentage interest in said Parcel appurtenant to said Unit (excepting therefrom all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Survey).

PARCEL II:

Unit 717 in Printer's Row Condominium, as delineated on a survey of the following described real estate: Lots 3, 4, 9, 10, 15 and 16 (except from said Lots that part taken or used for Dearborn Street and Plymouth Court) in Wallace and Other's Subdivision of Block 135 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as "Exhibit A" to the Declaration of Condominium recorded May 19, 1980 as Document Number 25396708, together with the respective individual percentage interest in said parcel appurtenant to said Unit (excepting therefrom all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Survey).

Unit 719"E" in Printer's Row Condominium, as delineated on a survey of the following described real estate: Lots 3, 4, 9, 10, 15 and 16 (except from said Lots that part taken or used for Dearborn Street and Plymouth Court) in Wallace and Other's Subdivision of Block 135 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as "Exhibit A" to the Declaration of Condominium recorded March 19, 1980 as Document Number 25396708, together will the respective undivided percentage interest in the common elements, in Cook County, Illinois.

PTN: 17-16-407-1086, Address: 715 S. Dearborn Street, Chicago, Il.

This Instrument was prepared by:

John F. Purtill, Esquire

Keck, Mahin & Cate

1699 East Woodfield Road., #206

Schaumburg, Il. 60173

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EXHIBIT "B"

LIST OF LEASES

(1) A certain lease between the Trustee and Northwestern Medical Faculty Foundation, Inc., dated as of June 16, 1988.

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. T#222 TRCN 1988 07/20/88 12:16:00
. #6919 # B * 88-319789
. COOK COUNTY RECORDER

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