ID 1141v 3/20/90

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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

$20.00

Reference is made to a certain Agreement (the "Agreement") dated March 20, 1990, between COTTON SPECIALTY COMPANY, an Illinois corporation ("Landlord") and METRO WHOLESALE ASSOCIATION, INC. ("Tenant"), pertaining to a portion of the premises legally described in Exhibit "A" attached hereto and located on 404 North Sacramento Boulevard, Chicago, Illinois 60602 (the "Premises").

NBD HIGHLAND PARK BANK, N.A. ("Mortgagee") holds a mortgage encumbering the Premises and other property located on the Premises (the "Mortgage"), which were granted to secure three certain loans made to Landlord and evidenced by Landlord's notes to Mortgagee in the original principal amounts of $330,000.00, $560,000.00 and $750,000.00 and notwithstanding anything in the Agreement to the contrary, Mortgagee and Tenant hereby agree:

1. The Agreement and the rights of Tenant thereunder to possession of the Premises shall be and are hereby made expressly subject and subordinate at all times to the lien of the Mortgage and to all advances made or hereafter to be made upon the security thereof. Tenant agrees to execute and deliver such further instruments, in form and content reasonable satisfactory to Mortgagee, subordinating the Agreement to the lien of the Mortgage as may be requested in writing by Mortgagee from time to time. Tenant acknowledges that its title is and always shall be subordinate to the interest of Landlord and Mortgagee in the Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the Landlord or Mortgagee in the Premises. Notwithstanding anything to the contrary herein contained, Mortgagee may, by written notice to Tenant, subordinate its Mortgage to the Agreement.

2. Upon the foreclosure of the Mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall, subject to the provisions of Paragraph 4 below, attorn to and recognize Mortgagee or the purchaser of the Premises at any foreclosure sale or the grantee of a deed in lieu of foreclosure with respect to the Premises (such purchaser or grantee hereinafter referred to as a "Foreclosure Purchaser") as Tenant's Landlord under the Agreement.

3. Neither Mortgagee, its successors or assigns, nor any foreclosure Purchaser shall in any way or to any extent be obligated or liable to Tenant (i) for any prior act, or default on the part of the original or any prior landlord under the Agreement, or (ii) for any security deposit or any other sums deposited with the original or any prior landlord under the Agreement, and not physically delivered to Mortgagee, its successors or assigns, or (iii) under any provision in the Agreement relating to a duty or obligation of the landlord first accruing prior to the foreclosure or transaction in lieu of foreclosure, or (iv) for any obligation of Landlord under the Agreement, relating to any matter other than Tenant's right to occupy a portion of the Premises; and Tenant shall have no right to set up or assert any of the foregoing or any damages arising therefrom as an offset, defense or counterclaim against Mortgagee, its successors or assigns or any Foreclosure Purchaser.

90126042

PREPARED BY:

John Duax
SCHWARTZ & FREEMAN
401 North Michigan Avenue
Chicago, Illinois 60611

Dated as of March 20, 1990

STREET ADDRESS:

404 North Sacramento Boulevard;
Chicago, Illinois 60602

PERMANENT PROPERTY TAX NUMBERS:

16-12-112-021	16-12-112-024
16-12-112-022	16-12-112-026
16-12-112-023	16-12-112-027

Box 57

4. Tenant's right to possession of the Premises shall not be disturbed (and the rent and all other provisions of the Agreement relating to Tenant's right to possession of the Premises shall be honored without any changes or modification whatsoever) by Mortgagee, its successors or assigns, provided Tenant is not in default under the Agreement and shall continue to observe and perform its obligations under the Agreement relating to the payment of rents and other expenses for a portion of the Premises and shall pay rent and other expenses as provided in the Agreement to whomever may be lawfully entitled to the same from time to time without any offset or other defense.

5. It is expressly agreed by Tenant and Mortgagee that since the Agreement relates not only to Tenant's right to occupy a portion of the Premises and Tenant's obligation to pay rent for same for up to a three year period but in addition reflects other agreements and covenants between Landlord and Tenant that:

(a) In the event of any dispute ("Other Disputes") between Landlord and Tenant in connection with matters in the Agreement not relating to Tenant's right to occupy a portion of the Premises, Tenant shall neither offset any sums against any amount due Landlord for rent and other expenses as provided in the Agreement nor terminate the Agreement as it relates to Tenant's obligation to lease a portion of the Premises for three (3) years in connection because of such Other Dispute, and

(b) In the event Mortgagee exercises any of its rights or remedies pursuant to the Mortgage or Assignment of Rents and Leases given to Mortgagee, Tenant shall not at any time raise as a defense to its obligation to rent a portion of the Premises and pay rent and related expenses for same a claim based upon such Other Disputes; and

(c) Mortgagee hereby acknowledges that notwithstanding any language contained herein that Tenant and Landlord shall without the consent of Mortgagee have the right to (i) change any of the other terms of the Agreement not relating to Tenant's occupancy of a portion of the Premises and, in addition (ii) to modify the amount of the square footage to be leased by Tenant in accordance with the terms of the Agreement.

6. Prior to or concurrently with the execution of this Agreement Tenant shall deliver a certificate, in the form attached hereto as Exhibit "B," to Mortgagee.

7. Tenant agrees to give Mortgagee or any Foreclosure Purchaser, by registered or certified mail, notice of any default by Landlord under the Agreement. Tenant further agrees that if Landlord shall have failed to cure such default within the time, if any, provided for in the Agreement, Mortgagee or any Foreclosure Purchaser shall have an additional thirty (30) days after receipt of notice thereof to cure such default or if such default cannot be cured within that time, then Mortgagee or any Foreclosure Purchaser shall have such additional time as may be reasonably necessary to cure such default provided, if within such thirty (30) days and at all times thereafter, Mortgagee or any Foreclosure Purchaser has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure). Such period of time shall be extended by any period during which Mortgagee is prevented from commencing or pursuing such foreclosure proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid, for Mortgagee or any Foreclosure Purchaser to cure such defaults shall have expired without cure, Tenant shall have no right to, and shall not, terminate the Agreement on account of default by Landlord. The Agreement may not be modified or amended so as to reduce the rent or shorten the term, or so as to adversely affect in any other material respect the rights of the Landlord thereunder, nor shall the Agreement be cancelled or surrendered, without the prior written consent of Mortgagee.

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8. Tenant will in no event (i) assign its interest in the Agreement, (ii) permit its interest under the Agreement to be assigned by operation of law or otherwise, or (iii) subordinate or agree to subordinate the Agreement to any other lien or encumbrance, without the express prior written consent of the Mortgagee, or its successors or assigns which shall not be unreasonably withheld.

9. This Agreement shall inure to the benefit of Mortgagee and its successors and assigns and to any successor or assign of Tenant consented to by Mortgagee; provided, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.

10. This Agreement shall not affect either the superior lien of the Mortgage or the superior right of Mortgagee to condemnation and insurance proceeds.

11. All notices hereunder shall be given in writing by United States registered or certified mail, postage prepaid, at the addresses of the parties set forth below or to such other address as the parties may from time to time designate by such a written notice.

12. Tenant agrees that this Agreement satisfies any condition or requirement relating to the granting of a non-disturbance agreement.

NBD HIGHLAND PARK BANK, N.A.
Mortgagee

By: Christy A Eliot
Its: Assistant Vice President

ADDRESS:
513 Central Avenue
Highland Park, Illinois 60035

METRO WHOLESALE ASSOCIATION, INC.,
an Illinois corporation
Tenant

By: Richard C Schwabe
Its: President

ATTEST James D Schuster
Its: ASST. SECY.

ADDRESS:
404 N. SACRAMENTO BLVD.
CHICAGO IL 60612

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AGREEMENT BY LANDLORD

Landlord, as the Mortgagor under the Mortgage, agrees for itself and for its successors and assigns that (i) the foregoing Subordination, Attornment and Non-Disturbance Agreement (the "Agreement") does not constitute a waiver or partial waiver by Mortgagee of any of its rights under the Mortgage and (ii) the Agreement does not in any way release the Mortgagor from its obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of the Mortgage, and that each of same remain in full force and effect and must be complied with by the Mortgagor thereunder and (iii) Mortgagor will not take any action contrary to or inconsistent with the provisions of the Agreement.

LANDLORD:

COTTON SPECIALTY COMPANY,
an Illinois corporation

ATTEST:

By: Thomas M. Cotton
Its: Secretary

By: William A. Cotton
Its: President

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Ronald E. Salemi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher A. Ebert and _____ of NBD HIGHLAND PARK BANK, N.A., Asst. Vice President of said Bank, who ~~are~~ is personally known to me to be the same persons whose names ~~are~~ is subscribed to the foregoing instrument as such Asst. Vice President and _____, respectively, appeared before me this day in person and acknowledged that ~~they~~ he signed and delivered the said instrument as his ~~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 the said _____, then and there acknowledged that 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..

GIVEN under my hand and notarial Seal, this 21st day of March, 1990.

Ronald E. Salemi
Notary Public

"OFFICIAL SEAL"
RONALD E. SALEMI
Notary Public, State of Illinois
My Commission Expires Aug. 11, 1993

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Ronald E. Salemi, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard Schuster, President of METRO WHOLESALE ASSOCIATION, INC., an Illinois corporation, and James D. Schuster, Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of March, 1990.

Ronald E. Salemi
Notary Public

"OFFICIAL SEAL"
RONALD E. SALEMI
Notary Public, State of Illinois
My Commission Expires Aug. 11, 1993

My Commission Expires:

_____,

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Ronald E. Salemi, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that William A. Lederer, President of COTTON SPECIALTY COMPANY, an Illinois corporation, and Thomas G. Eaton, Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of March, 1990.

Ronald E. Salemi
Notary Public

"OFFICIAL SEAL"
RONALD E. SALEMI
Notary Public, State of Illinois
My Commission Expires Aug. 11, 1993

My Commission Expires:

_____, 19__

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 22 THROUGH 30, BOTH INCLUSIVE IN BLOCK 1 IN MILLER AND RIGDON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 11 TO 19, INCLUSIVE, IN BLOCK 1, TOGETHER WITH THE EAST ONE-HALF OF VACATED NORTH WHIPPLE STREET LYING WEST OF AND ADJOINING THE WEST LINES OF LOTS 11 TO 19, BOTH INCLUSIVE IN MILLER AND RIGDONS SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 2 (EXCEPT THE EAST 50 FEET THEREOF), AS CREATED IN DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 7, 1978 AND KNOWN AS TRUST NUMBER 43182 TO HARRY Q. RHODE, RECORDED AUGUST 15 1980 AS DOCUMENT 27215783 FOR INGRESS AND EGRESS UPON AND OVER THE EAST 20 FEET OF THE WEST 1/2 OF THAT PART OF VACATED NORTH WHIPPLE STREET ADJACENT TO AND WEST OF PARCEL 2 TO RUN WITH THE LAND FOR THE USE AND BENEFIT OF PARCEL 2 (EXCEPT FOR THE EAST 50 FEET THEREOF) FOR INGRESS AND EGRESS OF PEDESTRIANS, TRUCKS AND OTHER VEHICLES TO AND FROM WHIPPLE STREET.

EXHIBIT "B"

ESTOPPEL CERTIFICATE

Reference is made to that certain Agreement dated March 20, 1990, between COTTON SPECIALTY COMPANY, an Illinois corporation, as "Landlord" and METRO WHOLESALE ASSOCIATION, INC., as "Tenant," covering that portion of the premises leased by Tenant such premises located on property commonly known as 404 North Sacramento Boulevard, Chicago, Illinois 60602 (the "Premises") (as further described in said Agreement (the "Agreement").

Tenant hereby certifies to and agrees with NBD Highland Park Bank, N.A. that:

(1) The Agreement is in full force and effect;

(2) Tenant has no offsets or defenses to its performance to the terms and conditions of the Agreement, including the payment of rent;

(3) Tenant has not and will not pay rent more than one (1) month in advance to Landlord;

(4) Tenant will not look to any mortgagee for any security deposits paid to Landlord under the Agreement unless such deposits have been received in cash by such mortgagee;

(5) Tenant has received notice of and agrees to be bound by the Assignment of Rents and Agreements dated March 20, 1990 to NBD Highland Park Bank, N.A.; and

(6) Tenant will give to NBD Highland Park Bank, N.A. copies of all notices required or given by Tenant to Landlord in connection with the Agreement.

This certificate is made as of 20th day of March, 1990 for the benefit of and reliance on by NBD Highland Park Bank, N.A.

METRO WHOLESALE ASSOCIATION, INC.

By: _____
Title: _____

Attest: _____
Title: _____