#### ATTORNMENT, SUBORDINATION AND NON-DISTURBANCE AGREEMENT

This Attornment, Subordination and Non-Disturbance Agreement (the "Agreement") is made and entered into as of the solely as Trustee under Trust Agreement dated June 14, 1989 and known as Trust No. 108597-00 ("Landlord"), and NBD Skokie Bank, M.A., a national banking association ("Lender").

1.1 Towant is the tenant under the terms of a certain letter agreement drand June 28, 1989, between Landlord and Tenant (the "Letter Agreement"), pertaining to and covering a portion of that certain real estate which is legally described on Exhibit A ittached hereto and the rulldings and improvements located thereon (the "Property").

1.2 Lender has made looms and is presently contemplating the making of additional loans (collectively, the "Loan") to Landlord secured by the Property Accordingly, this Agreement is entered into by the parties hereto with the intention of having Lender rely thereon in disbursing the portion of the Loan not heretofore disbursed by Lender to Morigagor.

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#### Warranties, Covenants and Agreemints

2.1 The Letter Agreement, all extensions, modifications, replacements and renewals thereof (the "Leage"), and all of Tenant's rights and interests thereunder, shall be, are pereby made and shall remain completely subject and subordinate to that certain Junior Mortgage and Security Agreement dated January 30, 1990 and recorded in the Office of the Cook County Recorder of Deeds on ANDROLD STATE AS DOCUMENT No. 90050095, and all extensions, modifications, replacements and renewals thereof (the "Mortgage"), and all other documents, including a Junior Assignment of Leases and Rents (the "Assignment"), and all extensions, modifications, replacements and renewals thereof, now or hereafter securing the Loan, including, without limitation, that certain First Modification Agreement (the "Amendment") of even date herewith, among Landlord, Spectrum-Menard Limited Partnership, an Illinois limited partnership, and the sole beneficiary of Landlord, William O. Brachman, Stephen E. Barron, Donald Gianone, Spectrum-Menard

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Management Company, an Illinois corporation and the sole general partner of such beneficiary, and Lender (the Mortgage, Assignment and other documents, including the Amendment, being together referred to herein as the "Loan Instruments"), to the same extent as if the Loan Instruments had been executed, delivered and recorded prior to execution of the Lease.

- 2.2 Tenant agrees that it will not after the date hereof subordinate the Lease to any mortgage, deed of trust or other lien encumbering the Property, other than the Loan Instruments, without first obtaining the written consent of Lander.
- 2.3 Lender shall have the right at any time to elect. by a notice in writing given to Tenant, to make the Lease superior to the Joan Instruments, and, upon the giving of such notice to Tenant, the Lease shall be deemed to be prior and superior to such Loan Instruments and the interest thereby created and evidenced.
- 2.4 The Lease shall not, after the date hereof, be modified without first obtaining the prior written consent of Lender, and rent shall not be paid more than one month in advance.
- 2.5 Tenant nereby acknowledges that the interest of Landlord under the Lease shall be assigned to Lender solely as security for the Loan and Londer (a) shall not be liable for any claims for damages or setoffs arising out of Landlord's interest in the Property, for the return of any security deposit unless it has specifically been received by Landlord, for any act committed by Landlord or any breach or failure to perform by Landlord, and (b) shall not be obligated by reason of the Assignment or the exercise of any rights granted therein to perform any obligation of Landlord. Landlord and Tenant hereby agree that immediately upon notice by Lender that a default or event of default has occurred under the Loan Instruments, Tenant will, if Lender so requests and until further notice and direction from Lender, make all future payments of rent and any other amounts becoming due under the Lease directly to Lender.
- Lease, Tenant shall promptly give notice of such default to Lender and, in such event and prior to the exercise by Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, Lender shall have the right, but not the obligation, to cure such default within thirty (30) days following the receipt of such notice (except that if Lender cannot cure such default within such period of time, such period shall be extended for a reasonable additional period of time, provided that Lender commences to take action in order to cure such default within such period and proceeds diligantly thereafter to effect such cure), and, if Lender does cure such default, then the Lease shall remain in full force and effect.

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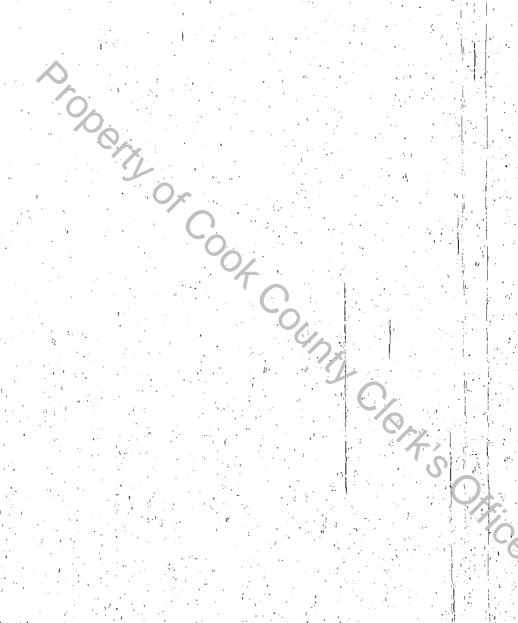
- 2.7 Notwithstanding the subordination of the Lease as aforesaid, in the event that Lender or any other party succeeds to the rights of Landlord under the Lease ("Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Lender, then Tenant agrees that (a) it shall attorn to, and be liable to and recognize Successor Landlord as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease; (b) thereafter, it shall make payments of rent (minimum, basic, percentage, additional or otherwise) to Successor Landlord, and otherwise perform all of Tenant's obligations set forth in the Lease: (c) Successor Landlord shall as responsible only for the performance of those of lessor's obligations to be performed during the period of its ownership; and (d) Tenarit shall look solely to the interest of Successor Landlord in the Property for recovery of any judgment, it being specifically agreed that heither Successor Landlord, nor Lender, nor anyone claiming under Landlord or Lender, shall ever be personally liable for any such judgment. So long as Tenant shall pay, when due, such rent and impositions and otherwise perform such other tenant obligations as set forth in the Lease, Tenant shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by Lender to foreclose or enforce the Mortgage, Tenant shall not be evicted from the Property, nor shall any of Tenant's rights to use and possession under the Lease be affected in any way by reason of the subordination or any modification of or default under the Mortgage, and Tenant's leasehold estate under the Lease shall not be terminated or disturbed during, the term of the Lease by reason of any default under the Mortgage,
- 2.8 Tenant agrees that on the written request of Lender made from time to time, Tenant will promptly execute and deliver to Lender an estoppel certificate addressing such matters pertaining to the Lease as Lender may request.
- any notice to any of the parties hereta desires to give any notice to any of the others under this Agreement, it shall be sufficient for all purposes if such notice is hard delivered or sent by registered or certified U.S. mail, postage propaid, return receipt requested, addressed to the intended recipient at the following addresses:

Lender:

NBD Skokie Bank, N.A. 8001 Lincoln Avenue Skokie, Illinois 60077 Attention: Mr. Paul A. Hartman

Tenant:

sullivan Delivery and Warehousing, Inc.
905 South Menard
Chicago, Illinois 60000
Attention: Enume Contact



Landlord:

American National Bank and Trust Company of Chicago, as Trustee under Trust No. 108597-00 33 North LaSalle Street Chicago, Illinois 60690 Attention: Land Trust Department

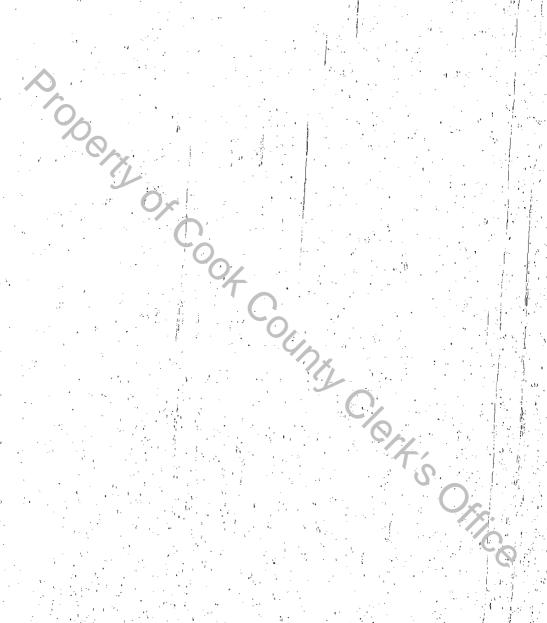
and

Spectrum-Menard Limited Partnership 122 South Michigan Avenue Suite 1210 Chicago, Illinois 60602 Attention: Mr. William O. Brachman Mr. Stephen E. Barron

Mr. Donald Glanone

2.10. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be hold to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

- 2.11 Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.
- 2.12 This instrument is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, dovenants and conditions to be performed by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in manner and form sufficient to bind them, as of the day and year first above written.

#### TENANT:

SULLIVAN DELIVERY AND WARE-HOUSING, INC., an Illinois corporation

By Shirt Frefre for

#### LANDLORD:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

By Its

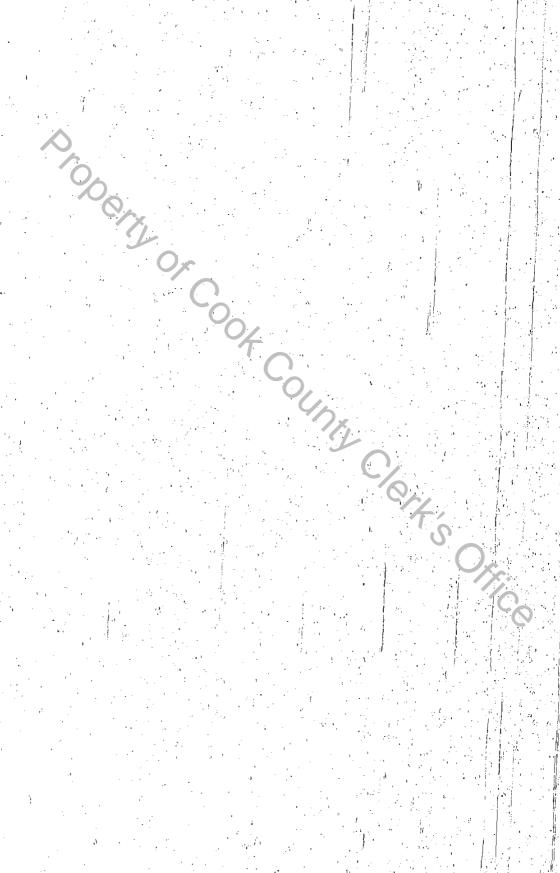
#### LENDER:

NBD SKOKIE BANK, N.A., a national banking association

By It.

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Craig S. Arnson, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street, Suite 3900
Chicago, Illinois 60606



#### ACKNOWLEDGMENT

STATE OF ILLINOIS )  COUNTY OF C O O K )	
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and Warehousing Inc. the 1/1/2	of Sullivan Deliver nois corporation, personally know
to me to be the same person	whose name is subscribed to th
coregoing instrument, appeared acknowledged that he signed and	before me this day in person and delivered said instrument as
own free and voluntary act and	as the free and voluntary act of
said corporation for the uses a	
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respectively, of Trust Company of Chicago, not persona	American National Bank and
under Trust No. 108597-00, personally 1	lly but solely as Trustee known to me to be the same
persons whose names are subscribed to	the foregoing instrument,
appeared before me this day in person signed and delivered said instrument	and acknowledged that they
voluntary acc and as the free and volu	ntary act of said bank, as
Trustee as arozogaid, for the uses and p	ourposes therein set forth.
GIVEN under my hand and nota	rial seal this day of
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#### Parcel 1:

The Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, except that part thereof lying Easterly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curve line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of Company's right of way; thence Northwesterly along said curved line to its intersection and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr's Resubdivision of pert of Warren Park in said Section 17.

#### Parcel 2:

That part of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park, a Subdivision in Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, Iving East of the center line of the Southeast 1/4 of said Section 17 and lying Westerly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as fc110xs:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northe sterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of and parallel with the South line of the Baltimore and Ohio Chicago Terminal Reilroad Company's right of way; thence Northwesterly along said curved line to its intersection with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr's Respectivesion of part of Warren Park in said Section 17.

#### Parcel 3:

Non-exclusive easement for the benefit of Parcels 1 and 2 for ingress and egress for the purpose of repairing, maintaining and replacing the structures located on Parcels 1 and 2 as created by the Grant of Easement recorded August 17, 1987 as Document No. 87-453,540 over a 4 foot wide strip of land lying Easterly of and adjacent to Parcels 1 and 2 and lying Northerly of the South line of Parcel 2 extended East to the East line of maid 4 foot wide strip of land.

P.1.N. #: 16-17-400-014 and 16-17-413-023

Street Address of Property: 905 S. Menard, Chicago, Illinois

