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THIS INSTRUMENT PREPARED BY AND
PLEASE RETURN TO:
KIMBERLY K. ENDERS, ESQ.
100 WEST MONROE STREET #1100
CHICAGO, ILLINOIS 60603

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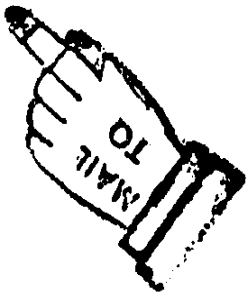

COMMONLY KNOWN AS: 2717 South 13th Avenue, Broadview, IL
P.I.N.: 15-22-407-011

DEPT-01 RECORDING $19.29
T#2222 TRAN 5374 02/22/91 12:11:00
#4378 # B *-91-083587
COOK COUNTY RECORDER

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of 2/14/, 1991 among First Chicago Bank of Oak Park, an Illinois banking corporation ("Mortgagee"), Rausch Development Company, an Illinois corporation ("Landlord") and Rausch Construction Company, an Illinois corporation ("Tenant").

W I T N E S S E T H:

A. Landlord is the owner of those certain premises commonly known as 2717 South 13th Avenue, Broadview, Illinois, as more particularly described in Exhibit A attached hereto (the "Real Estate");

B. Mortgagee is the owner and holder of a certain note (the "Note") secured by a mortgage (the "Mortgage") which constitutes a first lien upon the Real Estate and an Assignment of Rents and Lessor's Interest in Leases ("Assignment of Rents");

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C. Under the terms of a Lease (the "Lease") dated 2/15/91, 1991, Landlord leased the Real Estate to Tenant; and

D. The parties hereto desire to establish additional rights of quiet and peaceful possession for the benefit of Tenant under the Lease and further to define the terms, covenants and conditions precedent for such additional rights.

NOW, THEREFORE, in consideration of the respective covenants made herein and of the sum of TEN ($10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. Non-Disturbance. In the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, and Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable grace or cure period, Mortgagee agrees on behalf of itself, its successors and assigns, and on behalf of any purchaser at such foreclosure ("Purchaser") that Tenant shall not be disturbed in the quiet and peaceful possession of the premises demised under the Lease.

2. Attornment. In the event of foreclosure of the Mortgage, conveyance in lieu of foreclosure, or exercise of rights pursuant to the Assignment of Rents, which foreclosure, conveyance or exercise of rights occurs prior to the expiration date of the

Lease, including any extensions and renewals of the Lease now provided thereunder, Tenant shall attorn to Mortgagee or Purchaser and recognize Mortgagee or Purchaser as its landlord under the Lease, and Mortgagee or Purchaser shall recognize and accept Tenant as its tenant thereunder, whereupon the Lease shall continue, without further agreement, in full force and effect as if a direct lease between Mortgagee or Purchaser and Tenant for the remainder of the term thereof, together with all extensions and renewals now provided thereunder, upon the same terms, covenants and conditions as therein provided, and Mortgagee or Purchaser shall thereafter assume and perform all of Landlord's obligations as landlord under the Lease with the same force and effect as if Mortgagee or Purchaser were originally named therein as Landlord and Tenant shall thereafter make all rent payments directly to either Mortgagee or Purchaser. The parties agree that Mortgagee shall not:

(a) be liable for any previous act or omission of Landlord under the Lease;

(b) be subject to any off-set, defense or counterclaim which shall have theretofore accrued to Tenant against Landlord;

(c) be bound by any previous modification of the Lease not expressly provided for in the Lease, or by any previous prepayment of rent or additional rent for more than one month which Tenant might have paid to Landlord, unless such modification or prepayment shall have been expressly approved in writing by Mortgagee; and

(d) be liable for any security deposited under the Lease unless such security has been physically delivered to Mortgagee.

3. Further Documents. The foregoing provisions shall be operative and effective without the execution of any further instruments. Tenant agrees, however, to execute and deliver to Mortgagee or to any person to whom Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to evidence and effectuate said provisions.

4. Notice and Cure. Tenant agrees that if it alleges a default by Landlord under the Lease:

(a) a copy of each notice given to Landlord pursuant to the Lease shall also be given to Mortgagee, and no such notice shall be effective for any purpose under the Lease unless so given to Mortgagee; and

(b) if Landlord shall fail to cure any default within the time prescribed by the Lease, Tenant shall give further notice of such fact to Mortgagee. Mortgagee shall be allowed such additional time as may be reasonably necessary to cure such default and so long as Mortgagee shall be proceeding diligently to cure the defaults that are reasonably susceptible of cure no such default shall operate or permit Tenant to terminate this Lease.

5. Notices. All notices, demands and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given when personally served or if sent by U. S. registered or certified mail, postage prepaid, addressed as follows:

MORTGAGEE: First Chicago Bank of Oak Park
1048 Lake Street
Oak Park, Illinois 60301
Attn.: Commercial Loan Department

LANDLORD: Rausch Development Company
6551 West North Avenue
Oak Park, Illinois 60302

TENANT: Rausch Construction Company
2717 South 13th Avenue
Broadview, Illinois 60153

6. Certification. Tenant certifies to Mortgagee that the Lease is in full force and effect and has not been modified, amended or supplemented in any way. There are no other representations, warranties, agreements, concessions, commitments, or other understandings between Tenant and Landlord regarding the Real Estate other than as set forth in the Lease. To the best of Tenant's knowledge, Landlord is not in default under any of the requirements, provisions, terms, conditions or covenants of the Lease to be performed or complied with by Landlord, and no event has occurred or situation exists which would, with the passage of time and/or the giving of notice, constitute a default by Landlord under the Lease. Tenant is not in default under any of the terms, conditions, or covenants of the Lease to be performed or complied with by Tenant, and no event has occurred or situation exists which would, with the passage of time and/or the giving of notice, constitute a default by Tenant under the Lease. There are no actions, voluntary or otherwise pending against Tenant under any bankruptcy, reorganization, arrangement, insolvency or similar federal or state law. Tenant represents that it has all licenses,

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permits and other authorizations necessary for operation of its business at the Real Estate.

7. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. Choice of Law. This Agreement shall be governed by the internal law (and not the law of conflicts) of the State of Illinois.

WITNESS the due execution of this instrument by the parties hereto the day and year first above written.

MORTGAGEE:

First Chicago Bank of Oak Park, an Illinois banking corporation

ATTEST: _____ Secretary

BY: _____ Vice President

LANDLORD:

Rausch Development Company, an Illinois corporation

ATTEST: _____ ~~Secretary~~ Vice President

BY: _____ President

TENANT:

Rausch Construction Company, an Illinois corporation

ATTEST: _____ ~~Secretary~~ Vice President

BY: _____ President

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Patricia A. Ther, a Notary Public in and for the State and County aforesaid, do hereby certify that James Duff and Patricia O. Baker, Vice President and Assistant Secretary, respectively, of First Chicago Bank of Oak Park, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal February 14, 1991.

Patricia A. Ther
Notary Public

"OFFICIAL SEAL"
Patricia A. Ther
Notary Public, State of Illinois
My Commission Expires 10/18/93

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Patricia A. Ther, a Notary Public in and for the State and County aforesaid, do hereby certify that Leticia Villasenor Rausch and William Rausch, President and Vice President ~~Secretary~~, respectively, of Rausch Development Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal February 14, 1991.

Patricia A. Ther
Notary Public

"OFFICIAL SEAL"
Patricia A. Ther
Notary Public, State of Illinois
My Commission Expires 10/18/93

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

Patricia A. Ther, a Notary Public in and for the State and County aforesaid, do hereby certify that Leticia Villasenor Rausch and William Rausch, President and Vice President ~~Secretary~~, respectively, of Rausch Construction Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 Tenant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal February 14, 1991.

Patricia A. Ther
Notary Public

"OFFICIAL SEAL"
Patricia A. Ther
Notary Public, State of Illinois
My Commission Expires 10/18/93

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EXHIBIT A

LEGAL DESCRIPTION:

The South 50 feet of Lot 1 and all of Lots 2, 3, 4, 5, 6, 7, 8 and 9 in Block 4 in Komarek's West 22nd Street first addition, being a Subdivision of that part of the East ½ of the Southeast ¼ lying South of the Illinois Central Railroad of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

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