

1991  
NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT

Reference is hereby made to the following:

I. That certain Indenture of Lease dated effective May 4, 1991, (the "Lease") by and between ALSIP BANK, as Trustee under Trust Agreement dated July 1, 1978 and known as Trust No. 1-0460, George B. Demes, and Alexander Sarovich having a mailing address at 4548 North Western Avenue, Chicago, Illinois 60625 (collectively the "Landlord") and COLUMBIA NATIONAL BANK, having an office at 5250 North Harlem Avenue, Chicago, Illinois 60656, (the "Tenant").

\$ 17.00

II. The Lease demising to Tenant premises area (the "Premises") in the Building located at 4001-4015 North Milwaukee Avenue and 4002-4016 North Cicero Avenue, Chicago, Illinois, more particularly described in Exhibit "A" annexed hereto.

III. That certain mortgage on the Building (the "Mortgage") held by LaSalle National Bank, as successor to Exchange National Bank, having a mailing address at 135 South LaSalle Street, Chicago, Illinois 60603 ("Mortgagee"). The Mortgage covers the property described in Exhibit "A" annexed hereto, a portion of which property is covered by the Lease.

IV. Tenant has sought assurances from Mortgagee as to the availability of the Premises and the other appurtenant rights demised pursuant to the Lease for the entire term of the Lease.

NOW, THEREFORE, the undersigned parties do hereby agree as follows:

A. Mortgagee covenants and agrees that, if it shall hereafter either foreclose the Mortgage, or shall acquire title by deed or otherwise in lieu of foreclosure, then in any such event, Tenant on paying the rent and any other payments reserved in the Lease, and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements therein contained on the part of Tenant to be kept, observed and performed, shall, during the term thereof, peaceably and quietly have, hold and enjoy the Premises and the appurtenant rights for the full term of years in the Lease provided, subject to the terms, covenants, conditions, provisions and agreements thereof, including, without limitation, the application of insurance proceeds and eminent domain awards, all as provided in the Lease.

B. Tenant covenants and agrees that in the event Mortgagee shall hereafter either foreclose the Mortgage, or shall acquire title by deed or otherwise in lieu of foreclosure, then in any such event, Tenant shall attorn to and become the tenant of the party acquiring title, and as such tenant, shall pay to the party acquiring title or its representatives or agents the rent and other payments required to be made by Tenant under the provisions of the Lease, and any amendments thereto, and shall observe all the covenants, terms and conditions of the Lease.

C. Mortgagee hereby assents to the execution and delivery of the Lease and recognizes all of the rights of Tenant thereunder.

D. The agreements contained herein shall be self-executing, without the requirement of any further instrument or act by any party hereto.

E. This instrument shall be binding upon, and inure to the benefit of the respective parties hereto, and their successors and assigns.

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WITNESS the execution hereof, under seal, as of this 4 7 14 day of MAY, 1991, in any number of counterpart copies, each of which shall be deemed an original for all purposes.

ATTEST:

LA SALLE NATIONAL BANK, as successor to Exchange National Bank

John P. [Signature]  
Assistant Vice President

By: [Signature]  
Its Hereunto duly authorized

[MORTGAGEE]

ATTEST:

COLUMBIA NATIONAL BANK

Mon B. [Signature]  
EXECUTIVE VICE PRESIDENT

By: [Signature]  
Its Hereunto duly authorized

[TENANT]

Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN E. C. DICKINSON'S MILWAUKEE AVENUE SUBDIVISION NUMBER 3, A SUBDIVISION OF PART OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property Address: 4001-4015 North Milwaukee Avenue and  
4002-4016 North Cicero Avenue, Chicago, IL

PIN No. 13-16-431-011-0000

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