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comes by pro Recording Requested By and When Recorded Mail To:

1991 JUN -6 PM 2: 24 9 1 2 7 2 3 2 9

GREAT NORTHERN INSURED ANNUITY CORPORATION

P. O. Box 490

1283 028 D

Seattle, Washington 98111-0490

GNA Loan No. 1360

#### SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation ("Lender"), has agreed to make a loan (the "Loan") to LaSalle National Bank, as Trustee Under Trust Agreement dated January 23, 1974 and known as Trust No. 47166.

("Landlord"), to be secured by a deed of trust or mortgage (the "Deed of Trust") on the property commonly known as 2150 Oxford Drive, De: Plaines, Illinois.

(the "Property"), which property is more particularly described on attached Exhibit A. The parties acknowledge that the Deed of Trust is being recorded concurrently with the recording of this instrument, or, if recording information is hereafter inserted in this sentence, that the Deca of Trust was recorded under COOK County Recorder's File No. 912.723/7 on JUNE 6, 1991. (The parties hereby authorize the title company to insert the appropriate Deed of Trust recording information when available.

Table Mate Products, Inc., An Illinois Corporation

, 1987 (the "Lease") ("Tenant") has a lease dated June 1. with Landlord on all or a portion of the Property (the "Leased Premises").

Lender needs assurances from Tenant in order to make the Loan. Tenant is willing to give those assurances if Lender will agree not to disturb Tenant's possession of the Leased Premises so long as Tenant is not in default under the Lease. Tenant also understands that, in making the Loan, Lender will rely on the assurances and statements made in this agreement.

NOW, THEREFORE, Lender and Tenant agree as follows:

Subordination. Tenant agrees that the Lease, and the rights of Tenant in, to and under the Lease and the Property, are hereby subjected and subordinated, and shall remain in all respects and for all purposes subject and subordinate, to the lien of the Deed of Trust, and to any and all renewals, modifications and extensions of the Deed of Trust, and any and all other instruments held by Lender as security for the Loan.

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- 2. <u>Tenant Not To Be Disturbed</u>. Lender agrees that, so long as Tenant is not in default under the Lease (beyond any period given Tenant by the terms of the Lease to cure such default):
- (a) Tenant's possession of the Leased Premises shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Leased Premises shall not be disturbed by Lender during the term of the Lease.
- (b) Lender will not joint Tenant as a party defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust, and then only for such purpose and not for the purpose of terminating the Lease.
- 3. Terant To Attorn To Lender. If Lender becomes the owner of the Premises by reason of foreclosure or other proceedings brought to enforce the Deed of Trust or by deed in lieu of foreclosure, the Lease shall continue in full force and effect as if Lender were the original Landlord and Tenant hereby attorns to Lender as Tenant's lessor, except Lender shall not be:
- (a) Liable for any act or omission of any prior lessor (including Landlord); or
- (b) Subject to any offsets or defenses which Tenant might have against any such prior lessor; or
- (c) Bound by any prepayment of rent which Tenant might have paid, except as otherwise expressly required by the terms of the Lease; or
- (d) Bound by any amendment or change in any material term of the Lease or by any waiver of any material term of the Lease.
- 4. Third-Party Owner. If someone acquires the Property through Lender, whether at a trustee or foreclosure sale or otherwise, that person shall have the same rights to continue the Lease with Tenant as Lender would have under the preceding paragraph 3.
- 5. Rental Payments. Tenant agrees that it will pay rent under the Lease to Lender upon written demand from Lender.
- 6. Purchase Options. Any option to purchase, right of first refusal, or other right that Tenant has to acquire all or any of the Property is set forth in the Lease. Tenant agrees that, under paragraph 1 above, any such option or right is hereby made subject and subordinate to the lien of the Deed of Trust and to any and all renewals, modifications and extensions of the Deed of Trust, and any and all other instruments held by Lender as security for the Loan.

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- 7. Lender's Option To Cure Landlord's Default. Tenant agrees that it will notify Lender if Landlord is in default under the Lease and will give Lender thirty (30) days after receipt of such notice in which to cure the default before Tenant invokes any of its remedies under the Lease.
- 8. Assignment of Lease. Tenant understands that Landlord's interest in the Lease has been assigned to Lender in connection with the Loan. Until Lender becomes owner of the Property, however, Lender assumes no duty, liability or obligation to Tenant under the Lease.
- 9. <u>Notices</u>. Any notices under this agreement shall be sent by certified mail to the addresses indicated below.
- 10. <u>Siccessors And Assigns</u>. This agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns.

DATED	this	2574 day	of	MARCH		1996.
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"Lender"

GREAT NORTHERN INSURED ANNUITY CORPORATION

Its Address:

P. O. Box 490

Seattle, WA 98117-0490

"Tenant"

TABLE MATE PRODUCTS, IN

Its PRESTOFUT

Address:

2150 OXFORD ROAD

DES PLAINES, ILL 60018

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	STATE OF WASHINGTON )	[LENDER'S ACKNOWLEDGMENT]
	COUNTY OF KING )	
	to me known to be the MM INSURED ANNUITY CORPORATION foregoing document, and according to an according to execute said (if any) affixed is the co	y appeared before me Wall M. CALOM, MAN - NOWN ARSING OF GREAT NORTHERN, ON, the corporation which executed the exhaust to be the deed of said corporation, for the uses ioned, and on oath stated that he was document, and that the corporate seal reporate seal of said corporation.
:	AHwim by my hand and c	official seal hereto affixed this 17th
4	20 My 199	$\perp$ . $\langle A \rangle$
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	PUDLIC	Notary Public in and for the State of Washington, residing at Sight
\ \	AND COUNTY OF STANSON	My Appointment Expires: 11-13-94
^	Comming Com	
ł	TETATEASP SALIFORNIA ) SS	[TENANT ACKNOWLEDGMENT - INDIVIDUAL]
	COUNTY OF	0/
	appeared or proved to me on the bas	lic in and for said state, personally , personally known to me, is of satisfactory evidence, to be the subscribed to the within instrument and
	WITNESS my hand and or	fficial seal.
	Na	ignature:ame:y Commission Expires:

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TLLINOES (TENANT ACKNOWLEDGMENT -STATE OF CALIFORNIA ) ) SS CORPORATE COUNTY OF . On this  $25^{7/2}$  day of \_ MARCH, 1998, before me the undersigned, a Notary Public in and for said state, personally appeared Lloyo T. REEG, JR, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as the Response of TABLE Mare Proper for the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors. WITNESS my hand and official seal. SEAL SEAL Signature: Judith A. MARTIN Stame: Judith A. Martin Stamples 11/16/91 My Commission Expires: (TENANT ACKNOWLEDGEMENT -STATE OF CALIFORNIA INDIVIDUAL PARTNERSHIP] COUNTY OF , 1990, before day of me, the undersigned, a Notary Public in and for said state, personally appeared known to me, or proved to me on the rasis of satisfactory evidence, to be the person who executed the within instrument as of the general partners of , the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same. WITNESS my hand and official seal. Signature: Name: My Commission Expires:

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STATE OF CALIFORNIA ) (TENANT ACKNOWLEDGEMENT - ) SS CORPORATE PARTNERSHIP]
COUNTY OF)
On this day of, 1990, before me, the undersigned, a Notary Public in and for said state, personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as the of the corporation that executed the within instrument on behalf of, the partnership that executed the within instrument, and acknowledged
to me that such corporation executed the same as such general partner and that such partnership executed the same.
WITNESS my hand and official seal.
Signature:
Narc: My Commission Expires:
Name: My Commission Expires:
Colyps
O <sub>Sc.</sub>

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EXHIBIT A

Legal Description:

#### <u>ADDRESS</u>

2150 Oxford Road, Des Plaines, Illinois.

#### LEGAL DESCRIPTION

THE NORTH 216.0 FEFT OF THE SOUTH 432.0 FEET (AS MEASURED ALONG THE EAST LINE Thereof OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF J. EMIL ANDERSON'S WOLF TOLL ROAD SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION AFORESAID, LYING WEST OF A LINE 916 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 AND LYING EAST OF THE EAST LINE OF THE RIGHT OF MAY OF THE DES PLAINES VALLEY RAILROAD (NON-CHICAGO AND NORTHWESTERN RAILWAY) ALL IN COOK COUNTY, ILLINOIS.

PIN# 09-430-000-020-0000

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