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## NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT (this "Agreement") dated this 25th day of April, 1991 is by and between STATE BANK OF COUNTRYSIDE, a \_\_\_\_\_ (the "Mortgagee") and CHRIST HOSPITAL AND MEDICAL CENTER OF EVANGELICAL HOSPITALS CORPORATION, an Illinois not-for-profit corporation (the "Tenant") having its offices at 4440 West 95th Street, Oak Lawn, IL 60453.

### W I T N E S S E T H:

WHEREAS, Tenant has executed a lease dated April 25, 1991, 1991 (the "Lease") with State Bank of Countryside, as Trustee under Trust No. 90-992 (the "Landlord"), the owner of the premises (the "Premises") legally described in Exhibit A attached hereto and made a part hereof.

The Mortgagee holds a mortgage (the "Mortgage") on the Premises or a portion of the Premises. The Mortgage is dated 26 November, 1990 and was recorded with the Recorder of Deeds of Cook County, Illinois on 27 November 1990 as Document No. 90821541.

The Tenant and the Mortgagee desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Agreement.

### TERMS OF THE AGREEMENT:

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagee and the Tenant agree as follows:

1. Provided the Lease is in full force and effect and the Tenant is not in default under the Lease (beyond any period given the Tenant to cure the defaults), then:

(a) The Tenant's right of possession to the Premises and the Tenant's other rights arising out of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgage or the note which it secures. Further, the Tenant shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the Lease.

(b) In the event that the Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. The Mortgagee covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of the Tenant under the Lease, and the Tenant covenants and agrees to attorn to the Mortgagee, or such person, as its new landlord, and the Lease shall continue in full force and effect as a direct lease between the Tenant and Mortgagee, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event shall the Mortgagee or such person be:

DEPT-01 RECORDING \$14.29  
#8888 TRAN 3149 06/13/91 10:33:00  
#8251 #H \*-91-284890  
COOK COUNTY RECORDER

91284890

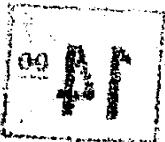
14<sup>29</sup><sub>00</sub>

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- (i) liable for any act or omission of the Landlord;
- (ii) subject to any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord;
- (iii) bound by any payment of rent or additional rent made by the Tenant to the Landlord for more than one (1) month in advance.

2. The Lease shall be subject and subordinate to the lien of the Mortgage and to all of its terms, conditions and provisions, to all advances made or to be made and to any renewals, extensions, modifications or replacements.

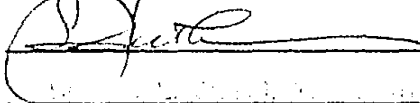
3. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, the Tenant agrees to execute and deliver to the Mortgagee or to any person to whom the Tenant agrees to attorn such other instruments as either shall reasonably request in order to comply with these provisions.

4. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

5. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document as of the date set forth below their signatures.

MORTGAGEE: STATE BANK OF COUNTRYSIDE

  
\_\_\_\_\_

TENANT:

CHRIST HOSPITAL AND MEDICAL CENTER  
OF EVANGELICAL HOSPITALS  
CORPORATION, an Illinois  
not-for-profit corporation

BY: \_\_\_\_\_

BY:   
\_\_\_\_\_

Dated: MAY 1, 1991

Dated: MAY 22, 1991

PIN: 19-32-106-006 THRU 010 AND  
19-32-106-020

Address of Property: 7900-7906 South Austin Avenue  
Burbank, Illinois

Prepared by: Carol Grueneich  
Evangelical Hospitals Corporation  
2025 Windsor Drive  
Oak Brook, IL 60521

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01/10/2010

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## EXHIBIT A

LOTS 1, 2, 3, 4, AND 5 (EXCEPT THE NORTH 17 FEET) IN BLOCK 3 AND LOT 1 IN BLOCK 4 IN MANDELL'S SUBDIVISION OF THE NORTH HALF OF LOT 1 IN THE SUBDIVISION OF LOT 8 IN ASSESSORS DIVISION OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PUBLIC ALLEY LYING SOUTH AND ADJACENT TO LOTS 1 THROUGH 5, INCLUSIVE, IN BLOCK 3 AND 9 FEET OF THE 18 FOOT PUBLIC ALLEY LYING WEST AND ADJACENT TO LOT 1 IN BLOCK 4 IN MANDELL'S SUBDIVISION OF THE NORTH HALF OF LOT 1 IN THE SUBDIVISION OF LOT 8 IN ASSESSORS DIVISION OF THE NORTH HALF OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Return to:  
Carol Grueneich  
Evangelical Health Systems  
2025 Windsor Drive  
Oak Brook, IL 60521