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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Reference is made to a certain Lease (the "Lease") dated, <u>August 6, 1991</u>, between <u>LaSalle National Bank, not personally but as Trustee under Trust Agreement dated October 14, 1988 known as Trust No. 13819 ("Landlord") and <u>Mark Potesta, Inc.</u> ("Tenant") pertaining to a Portion of the premises legally described in Exhibit "A" attached hereto and located at <u>Dundee Point</u>, premises legally described in Exhibit "A" attached hereto and located at <u>Dundee Point</u>, premises legally described in Exhibit "A" attached hereto and located at <u>Dundee Point</u>, premises legally described in Exhibit "A" attached hereto and located at <u>Dundee Point</u>, premises legally described in Exhibit "A" attached hereto and located at <u>Dundee Point</u>, premises "Dundee Road and Buffalo Grove Road, Buffalo Grove, Illinois (the "Premises").</u>

First Midwest Bank, N.A., ("Mortgagee") holds a first mortgage encumbering the Premises and other property located on the Premises (the "Mortgagee"), which was granted to secure a certain loan made by Mortgagee to Landord and evidenced by Landlord's note to Mortgagee and notwithstanding anything in the Lease to the contrary, Mortgagee and Tenant hereby agree:

The Lease and the rights of Tenant thereunder shall be and are hereby made expressly subject and the roordinate at all times to the lien of the Mortgage and to all advances made or hereafter to be made upon the security thereof.

Or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall, subject to the provisions of "Stragraph 4 below, attorn to and recognize Mortgagee of the purchase of the Premises at any foreclosure sale or the grantee of a deed in lieu of foreclosure with respect to an Premises (such purchaser or grantee hereinafter referred to as a "Foreciosure Purchason") as Tenant's Landlord.

Rurchaser shall in any way or to any extent be obligated or liable to Tenant (i) for any Purchaser shall in any way or to any extent be obligated or liable to Tenant (i) for any prior lendlord under the base, or the part of the original or any prior lendlord under the base, and not physically delivered to Mortgages, its successors or assigns, or (iii) under any provision in the base relating to a duty or obligation of the landlord first accruing prior to the foreclosure or transaction in lieu of torsclosure, or (iv) landlord first accruing prior to the foreclosure or transaction in lieu of torsclosure, or (iv) with respect to the construction and completion of any improvements on the Premises.

4. Tenant's right to possession of the Premises shall not be disturbed (and the rent and all other provisions of the Lesse shall be honored without any changes or modifications whatsoever) by Mortgagee, its successors or assigns, provided Tenant is not in default under the Lesse and shall continue to observe and perform its obligations under the Lesse and this Agreement and shall gay rent as provided in the Lesse to whomever may be lawfully entitled to the same from time to time without any offset or other defense.

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- 5. Tenant agrees to give Mortgagee or any Foreclosure Purchaser, by registered or certified mail, notice of any default by Landlord under the Lease. Tenant further agrees that if Landlord shall have failed to cure any default by Landlord under the Lease within the time, if any, provided for in the Lease, Mortgagee shall have an additional thirty (30) days after receipt of notice thereof to cure such default or if such default cannot be cured within that time, then Mortgagee shall have such additional time as may be reasonably necessary to cure such default, provided with such thirty (30) days and at all time thereafter, Mortgagee has commence and is diligently pursuing the curing of such default (including but not limited to commencement of foreclosure proceeding, if necessary, to effect such cure). Such period of time shall be extended by any period during which Mortgagee is prevented from commencing or pursuing such foreclosure proceeding by reason of Landlord's bankruptcy. The Lease may not be modified or amended so as to reduce the rent or shorten the term, nor shall the Lease be canceled or surrendered without the prior written consent of Mortgagee.
- 6. This Agreement shall inure to the benefit of Mortgagee and its successors and assigns and to any successor or assign of Tenant consented to by Mortgagee; provided, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.
- 7. All notices hereunder shall be given in writing by United States registered or certified mail, postage prepaid, at the addresses of the parties set forth below or to such other address as the parties may from time to time designate by such a written notice.

TENANT:

Mark Potesta, Inc.

Its: SECRATAR

MORTGAGEE:

First Midwost Bank, N.A.

lto:

s: Vect Refle

UNOFFICIAL COPY OF CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS}
COUNTY OF COOK }
I, BUTOR, a notary public in and for such County, in the State aforesaid, DO HEREBY CERTIFY that Tames I Potesta of Mace Potesta Om., of such Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Courtany, appeared before me this day in person and acknowledged that he signed and delivered such company, for the uses and purposes therein set forth; and as the free and voluntary act of such Company, for the uses and purposes therein set forth; and as the free and voluntary act of such Company, for the uses and purposes therein set forth. AVEN under my hand and official seal this May of Annual Official seal this My Commission Expires: **PERCIAL SEAL*** **ELEN BUTOR** Notary Public **Annual Official Seal** Notary Public **

AGREEMENT BY LANDLORD

Landlord, as the Mortgagor under the Mortgage, agrees for itself and for its successors and assigns that (i) the foregoing Subordination, Attornment and Nondisturbance Agreement (the "Agreement") does not constitute a waiver of partial waiver by Mortgagee of any of its rights under the Mortgage and (ii) the Agreement does not in any way release the Mortgagor from its obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of the Mortgage, and that each of same remain in full force and effect and must be complied with by the Mortgagor thereunder and (iii) Mortgagor will not take any action contrary to or inconsistent with the provisions of the Agreement. Joon Or C

MARK MILITA TALESCHICK STREET WAS TALED AND AND AND A STATE WANTED LaSalle National Trust, N.A., successor Landiord: trustee to LaSalle National Bank, as trustee under Trust Agreement dtd 10/14/88 and known as Trust No.

Asst Vice President Its:

HATE AND MARE A PAST EMPROY.

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This instrument is executed by LA SALLE NATIONAL MANT, N.A., 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, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., 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 LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statem ts contained in this instrument.

ACKNOWLEDGEMENT

STATE OF ILLINOIS) SS.
COUNTY OF GOOK LAKE)
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that
Of President of First Midwest Bank, N.A., personally known to me to be the same persons whose name is subscribed to be foregoing
instrument as such /// President appeared
before me this day in person and acknowledged that he signed and delivered the said instrument as fun own fee and voluntary
act of said Company for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this day
of January , 1992.
(NOTARY SEAL)
PATRICIA A. HASCHE (Merica Contraction)
MOTARY FRANCY OTA SE CE ULINDIA
MY COMMISSION FMP AFR 5.1972 Public
My Commission Expires: 4/4/93
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0.
Visc.

STATE OF ILLINOIS

COUNTY OF COOK

Harriet Denisewicz x, a Notary Public in and for said County in the Corinne Bek state aforesaid, DO HEREBY CERTIFY THAT ____, Assistant Vice President of LA SALLE NATIONAL TRUST, N.A., and Nancy A. Stack Secretary of said Bank personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered sail 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; and said Assistant Secretary did also then and there acknowledge that km/she, as custodian of the corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as total her 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 name and notarial seal this 28th day of January , 19 92

"OFFICIAL SEAL"
Harriet Denisewicz

Notary Public, State of Illinois My Commission Expires Oct. 30, 1995 VOATY PUBLIC

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EXHIBIT "A"

LYKCRP 1:

That pret of the West 3/4 of the Southwest 1/4 of Section 4, Township 42 North, Range 11 East of the Third Principal Heridian described as follows:

Beginning at the point of intersection of the North line of the South 50 feet and the Nest line of the East 700 feet of the West 3/4 of the Southwest 1/4 of anid Section 4; thence North along said West line of said East 700 feet, 144.16 feet; thence East at right angles 11.75 feet; thence North at right angles 130 feet; thence West at right angles 204.75 feet; thence South at right angles 275.20 feet, more or less, to said North line of the South 50 feet; thence East 193.04 feet to the point of beginning, in Cook County, Illinois.

PARCEL 2:

That part of the West 3/4 of the Southwest 1/4 of Section 4. Township 42 North, Range 11 East of the Third Principal Meridian described as follows:

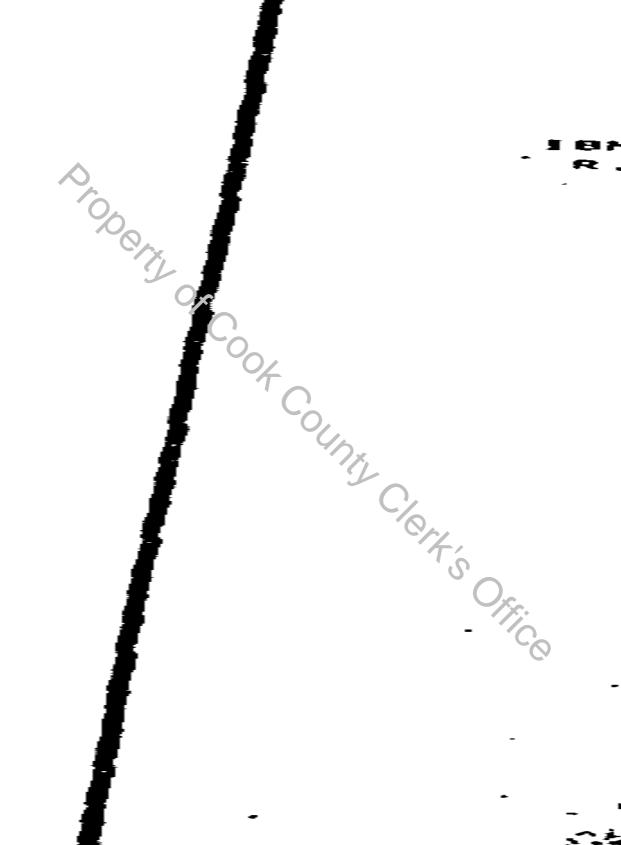
Beginning at the point of intersection of the Norch line of the South 50 feet and the West line of the East 700 feet of the West 3/4 of the Southwest 1/4 of Section 4, Township 42 North Rings 11 East of the Third Principal Heridian thence North along the West line of said East 700 feet, 144.16 feet; thence East at right angles 11.75 feet; thence North at right angles 130 feet; thence East at right angles 146.16 feet; thence South at right angles 15 feet; thence East at right angles 87 feet; thence South at right angles 144.16 feet more or less, to the North line of the South 50 feet aforesaid; thence West on said North line 244.91 feet to the point of beginning, all in Cook County, Illinois.

PARCEL 1:

Perpetual easement for the benefit of Parcels 1 and 2 to reconstruct, replace, remove, repair, alter, inspect, maintain and operate the existing water main and storm sawer (and all facilities and equipment incidental thereto) together with the Right of Ingress and Egress over, upon, along and across the easement premises for the purpose of exercising said easement rights over the following described property as set forth in Grant of Easement dated November 4, 1974 and recorded November 4, 1974 as Document No. 22897588 made by Chicago Title and Trust Company, as Trustee under Trust Agraement dated December 15, 1960 and known as Trust No. 42809 to Chicago Title and Trust Company, as Trustee

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continuing South on the last described line extended, 270.33 fact more or less, to the Horth line of the South 50 feet aforesaid; thence Marth on allie parallel with anid West line of the South of the Sast 700 feet; thence West J0.09 feet to the place of beginning, in Rook County, Illinois.

P.I.N. No. 03-04-710-004

idensis 100 Hest Dundse No.
Buttalo Grove, Ilixion.

Prepared by and Mailto.

Miller, Shakman Hemilton & Kritzen

208 S. Lagalle Street

"T. Mayer

T. Mayer

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BOX 333.