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

3. Neither Mortgagee, its successors or assigns, nor any Foreclosure Purchaser shall in any way or to any extent be obligated or liable to Tenant (i) for any prior act, or default on the part of the original or any prior landlord under the Lease, or (ii) for any security deposit or any other sums deposited with the original or any prior landlord under the Lease, and not physically delivered to Mortgagee, its successors or assigns, or (iii) under any provision in the Lease relating to a duty or obligation of the landlord first accruing prior to the foreclosure or transaction in lieu of foreclosure, or (iv) with respect to the construction and completion of any improvements on the Premises.

2. Upon the foreclosure of the Mortgage by power of sale, voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall, subject to the provisions of Paragraph 4 below, attorn to and recognize Mortgagee of the purchase of the Premises as any foreclosure sale or the grantee of a deed in lieu of foreclosure with respect to the Premises (such purchaser or grantee hereinafter referred to as a "Foreclosure Purchaser") as Tenant's Landlord.

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

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

Reference is made to a certain Lease (the "Lease") dated, March 5, 1991, between LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, not personally but as Trustee under Trust Agreement dated October 14, 1988 known as Trust No. 113819 ("Landlord") and F.M.S.H., Inc. ("Tenant") pertaining to a Portion of the premises legally described in Exhibit "A" attached hereto and located at Dundee Point, Dundee Road and Buffalo Grove Road, Buffalo Grove, Illinois (the "Premises").

**SUBORDINATION, ATTORNMEN
AND NON-DISTURBANCE AGREEMENT**

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3/7/92
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Sally Signer
F. Bank

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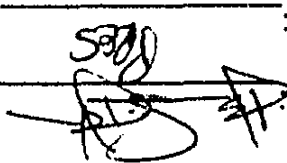
5. Tenant agrees to give Mortgagee or any Foreclosure Purchaser, by registered or certified mail, notice of any default by Landlord under the Lease. Tenant further agrees that if Landlord shall have failed to cure any default by Landlord under the Lease within the time, if any, provided for in the Lease, 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 commenced 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:

F.M.S.H., Inc.

By: 

Its: _____

MORTGAGEE:

First Midwest Bank, N.A.

By: 

Its: 

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CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS}

as

COUNTY OF COOK }

I, ELLEN BUTOR, a notary public in and for such County, in the State aforesaid, DO HEREBY CERTIFY that HERMAN HEFLER of F.M. CH., of such Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act 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.

19 97 GIVEN under my hand and official seal this 7th day of January

Ellen Butor
Notary Public

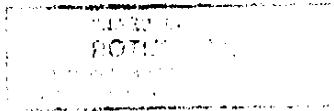
My Commission Expires: _____



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ACKNOWLEDGEMENT

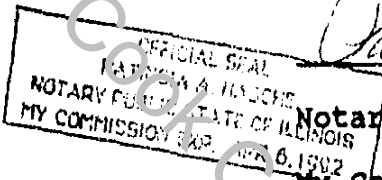
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK-LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Edward J. Mellon ^{Pres.} 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 Vance President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of January, 1992.

(NOTARY SEAL)

Patricia A. Hasche
Notary Public
My Commission Expires: 4/6/92



County Clerk's Office

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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 Non-disturbance 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.

THE RIDER ATTACHED HERETO AND MADE A PART HEREOF

Landlord: LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, as trustee under Trust Agreement dtd 10/14/88 and known as Trust No. 113819 and not personally,

By: [Signature]

Its: Asst Vice President

Attest Nancy A Stack
Asst Secretary

This instrument is executed by LA SALLE NATIONAL TRUST, 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 statements contained in this instrument.

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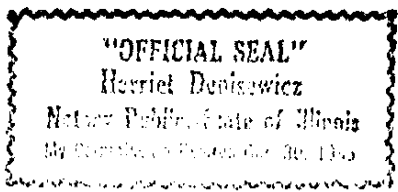
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

I, Harriet Denisewicz, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Corinne Bek, Assistant Vice President of LA SALLE NATIONAL TRUST, N.A., and Nancy A. Stack, Assistant Secretary of said Bank personally known 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 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; and said Assistant Secretary did also then and there acknowledge that ~~he~~/she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as ~~his~~/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

Harriet Denisewicz
NOTARY PUBLIC



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EXHIBIT "A"

PARCEL 1:

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 North 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 said 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 204.79 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 North 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, Range 11 East of the Third Principal Meridian 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 130 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 3:

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 sewer (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 Agreement 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 feet more or less, to the North line of the South 50 feet aforesaid; thence East on said North line of the South 50 feet, 30.09 feet; thence North on a line parallel with said West line of the East 700 feet, 270.16 feet; thence West 10.09 feet to the place of beginning, in Cook County, Illinois.

P.I.N. No. 03-04-300-004
03-04-301-005

Address: 100 West Dundee Road
Buffalo Grove, Illinois 60089

Prepared by and Mailed to:
Miller, Shakman, Hamilton & Kurtzon
208 S. LaSalle Street
Chicago, Ill. 60604
Attention: James T. Mayer

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