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SUBORDINATION, ATTORNEYMENT AND NON-DISTURBANCE AGREEMENT

479

THIS AGREEMENT made and entered into this 12th day of March, 1992, by and between Netcom, Inc. (hereinafter called "Tenant"), and Sun Life Assurance Company of Canada (U.S.) (hereinafter called "Mortgagee").

W I T N E S S E T H :

WHEREAS, Tenant entered into a lease dated August 29, 1988, with Korman/Lederer Management Co. as agent for the beneficiaries of American National Bank Trust #93831 which was assigned to Northbrook Industrial Center Limited Partnership for 13,230 square feet ("Leased Premises") at an annual rental of \$70,383.72 and for a term expiring August 31, 1994 (said lease, as so amended, is hereinafter referred to as the "Lease"); and

WHEREAS, Mortgagee, as a condition to making a mortgage loan on the premises described on Exhibit A attached hereto (including the Leased Premises) has requested the execution of this Agreement; and

WHEREAS, the loan is evidenced by an Installment Note and secured, among other things, by a Mortgage (the "Mortgage"), Assignment of Rents and Leases (the "Assignment") and a Uniform Commercial Code Financing Statement ("UCC"), all of which are collectively referred to herein as the "Loan Documents" and are dated March 17, 1992 and

WHEREAS, the Loan Documents other than the Installment Note are collectively referred to as the "Security Documents"; and

WHEREAS, the Security Documents have been or will be recorded in the office of the Recorder of Deeds of Cook County, Illinois as follows:

DOCUMENT	RECORDING DATE	DOCUMENT NO.
Mortgage	3/26/92	92201747
Assignment	3/26/92	92201748
UCC	3/26/92	92405336

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

- 1) The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real

THIS INSTRUMENT PREPARED BY 3 Mail To:
MARTIN K. BLONDER
ROSENTHAL AND SCHANFIELD
55 EAST MONROE STREET
SUITE 4620
CHICAGO, ILLINOIS 60603

March 78

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property of which the demised premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2) In the event it should become necessary to foreclose the Mortgage, the Mortgagee thereunder will not join the Tenant under the Lease in summary or foreclosure proceedings so long as the Tenant is not in default under any of the terms, covenants or conditions of the Lease.

3) In the event that the Mortgagee shall, by foreclosure, conveyance in lieu of foreclosure, or otherwise, succeed to the interest of the Landlord under the Lease, the Mortgagee (and any purchaser at the foreclosure sale) agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee and/or purchaser at any foreclosure sale of the premises, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall have the same remedies against the Mortgagee (or purchaser) for the breach of an agreement contained in the Lease that the Tenant might have had against the Landlord if the Mortgagee (or purchaser) had not succeeded to the interest of the Landlord; provided, however, that the Mortgagee (or purchaser) shall not be:

a) liable for any act or omission of any prior or subsequent landlord (including the Landlord); or

b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or

c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

d) bound by any amendment or modification of the Lease made without its consent.

4) Notwithstanding anything to the contrary hereinabove contained, any interest of the Tenant in an option to purchase all or any part of the demised premises contained in the Lease is specifically subordinated to the rights of the first Mortgagee under the terms of the Mortgage and such option shall not be binding upon the first Mortgagee, his successors or assigns.

5) Mortgagee does not intend hereby to waive or negate any covenant or agreement in said Lease which provides Landlord an option to cancel independently of any default by Tenant.

6) Mortgagee's attorney is hereby authorized to insert the recordation data of the Security Documents in the space provided therefor.

7) In the event the Mortgage shall be assigned, the named Mortgagee shall be relieved of further responsibility hereunder and the benefits and burdens hereunder

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shall inure to the benefit of and be binding upon each successor owner of the Mortgagee.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

MORTGAGEE:

SUN LIFE ASSURANCE COMPANY
OF CANADA (U.S.)

By: *[Signature]*

BY: *[Signature]*

TENANT:

NETCOM, INC.

f BY: *[Signature]*

Angelo Argodelis

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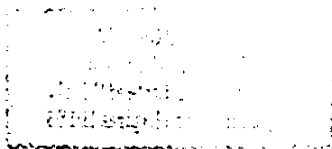
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6/20/2019

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6/22/2010 10:00 AM

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STATE OF)
COUNTY OF) ss

State of Massachusetts)
County of Norfolk)

On this 24th day of March, 1992 before me appeared Timothy J. Monahan and George M. Collins both to me known to be Property Investment Officers of the Sun Life Assurance Company of Canada, duly authorized to execute the annexed instrument, on behalf of Sun Life Assurance Company of Canada (U.S.), and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Denise A. Arnold
Denise A. Arnold, Notary Public
My commission expires: August 6, 1993

My Commission Expires:

CLERK OF COOK COUNTY CLERK'S OFFICE

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Lots 22, 23 and 24 in North Suburban Industrial Park Unit 6, being a subdivision in the North 1/2 of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Nos.: 04-05-203-041-0000
04-05-203-045-0000
04-05-203-046-0000

Address of Property: 3000-3030 Commercial Avenue
3001-3011 Commercial Avenue
3015-3035 Commercial Avenue
Northbrook, Illinois

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