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MORTGAGEE'S NON-DISTURBANCE AGREEMENT

AND

LESSEE'S SUBORDINATION AND AGREEMENT TO ATTORN

THIS AGREEMENT, made as of this 4th day of March, 1992 by and

between BANK OF MONTREAL, a Canadian chartered bank of 115 South LaSalle Street, Chicago, Illinois 60603, as Administrative Agent for itself, Societe Generale, Southwest Agency, and the other lenders who are or may become parties to that certain Construction Loan Agreement by and among Bank of Montreal, Societe Generale, Southwest Agency, the Landlord (as hereinafter defined) and Fox Valley/River Oaks Partnership (Bank of Montreal in such capacity as Administrative Agent, being hereinafter referred to as "Mortgagee") and Edison Illinois Stores, Inc., a corporation of Illinois having its principal office and place of business located at 501 N. Broadway, St. Louis, MO 63102

(hereinafter referred to as "Lessee").

DEPT-01 RECORDING \$41.50
781111 TRAM 8740 03/12/93 12:20:00
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COOK COUNTY RECORDER

WHEREAS, Lessee has entered into a certain lease more particularly described on Exhibit A attached hereto and made a part hereof with LaSalle National Bank, as Trustee under Trust Agreement dated June 1, 1965 and known as Trust Number 30703, as Landlord (the "Landlord"), covering certain space (hereinafter referred to as the "Demised Premises") in the River Oaks Shopping Center (the "Center") located at 159th Street and Torrence Avenue, Calumet City, Illinois, and located on the property described on Schedule I attached hereto and made a part hereof (said lease being hereinafter referred to as the "Lease"); and

WHEREAS, Mortgagee is or will be the holder of a certain Construction Mortgage and Security Agreement with Assignment of Rents from the Landlord recorded or to be recorded

This Instrument Prepared By:
Alizon J. Shuldiner
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

* and whereas the term of the Lease expired on 2/29/92, and Tenant has been on a month-co-month basis since that time

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12/9/92

4/1/92

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in the Office of the Recorder of Deeds of Cook County, Illinois, which covers the shopping center and land of which the Demised Premises form a part (hereinafter the "Mortgage"); and

WHEREAS, Mortgagee has requested that pursuant to Landlord's rights under the Lease, Landlord requires Lessee to subordinate the Lease to the lien of the Mortgage; and

WHEREAS, Lessee has requested that Mortgagee agree not to disturb Lessee's possessory rights in the Demised Premises in the event Mortgagee should foreclose the Mortgage provided that Lessee is not in default under the Lease and provided that Lessee attorns to Mortgagee or the purchaser at the foreclosure sale; and

WHEREAS, Lessor and Mortgagee are willing to so agree on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and TEN DOLLARS (\$10.00) and other good and valuable consideration each to the other in hand paid, receipt of which is hereby acknowledged, Mortgagee and Lessee hereby agree as follows:

1. The Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, replacement or extension of the same.

* Provided Lessee complies with this Agreement and is not in default under the terms of the Lease in the payment of rent, additional or percentage rent or any other payment to be made under the Lease or the performance of any of the terms, conditions, covenants, clauses or agreements on its part to be performed under the Lease, as of the date Mortgagee files a lis pendens in, or otherwise commences a foreclosure action, or at any time thereafter, no default under the Mortgage, as modified, extended or increased, and no proceeding to foreclose the same will disturb Lessee's possession under said Lease and the Lease will not be affected or cut off thereby (except to the extent that Lessee's right, if any, to receive or set off

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any monies or obligations owed or to be performed by the Mortgagee's predecessors in title shall not be enforceable thereafter against Mortgagee or any subsequent owner), and notwithstanding any such foreclosure or other acquisition of the Demised Premises by Mortgagee, the Lease will be recognized as a direct lease from Mortgagee or any other party acquiring the Demised Premises upon the foreclosure sale or pursuant to a deed in lieu of foreclosure or a transfer of the interest obtained thereby, except that the Mortgagee, or any subsequent owner, shall not (a) be liable for any previous act or omission of Landlord under the Lease, (b) be subject to offsets, if any, which shall theretofore have accrued to Lessee against Landlord, ~~(c) have any obligation with respect to any security deposited under the Lease unless such security has been physically delivered to Mortgagee,~~ or (d) be bound by any previous prepayment of fixed rent for a period greater than one (1) month, unless such prepayment shall have been expressly approved in writing by the Mortgagee.

3. Any provision of this Agreement to the contrary notwithstanding, neither Mortgagee nor any purchaser acquiring title to the Center shall have any obligation, or incur any liability, with respect to the erection and completion of any improvements for Lessee's use and occupancy or any improvements in, on or about the Center, including, ~~without limitation,~~ the expansion, enclosure and renovation of the Center, or any failure of the Landlord in connection therewith.

4. Lessee does hereby attorn to Mortgagee and agrees that, upon Mortgagee or any subsequent owner acquiring title to the Demised Premises, Lessee will pay all rentals and charges then due or to become due as they become due to Mortgagee or such subsequent owner, and Lessee agrees that it will, upon request by Mortgagee or any subsequent owner, execute a written agreement whereunder Lessee does attorn to Mortgagee or any such subsequent owner and affirm Lessee's obligations under the Lease and agree to pay all rentals

* (for which Mortgagee or any subsequent owner has not received prior written notice

* upon receipt of written notification from Landlord of Mortgagee or any subsequent owner acquiring title to the Demised Premises.

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and charges then due or to become due as they become due to Mortgagee or such subsequent owner.

5. Lessee from and after the date hereof shall send a copy of any notice or statement under the Lease to Mortgagee at the same time such notice or statement is sent to the Landlord under the Lease.

6. Lessee hereby agrees that from and after the date hereof in the event of any act or omission by Landlord under the Lease which would give Lessee the right, either immediately or after the lapse of the period of time, to terminate the Lease, or to claim a partial or total eviction, or to cease operations or to stop paying base rent, percentage rent or any other sums under the Lease, Lessee shall permit Mortgagee to cure such act or omission and Lessee will not exercise any such right (i) until it has given written notice of such act or omission to the Mortgagee by delivering such notice of such act or omission, by registered mail, return receipt requested, addressed to Mortgagee, at the Mortgagee's address as given herein (Attention: Real Estate Department), or at the last address of Mortgagee furnished to Lessee in writing and (ii) until 30 days shall have elapsed since Mortgagee's receipt of such notice (provided that if such act or omission is not reasonably capable of being cured within said 30 day period, Mortgagee shall be entitled to such longer period of time as is ^{reasonably} necessary to complete said cure, including ~~without limitation~~ the time required for Mortgagee to obtain ownership and control of the Demised Premises); provided, Mortgagee, at its option shall, following the giving of such notice, have elected to commence and continue to remedy such act or omission or to cause the same to be remedied.

7. Lessee will neither offer nor make prepayment of rent (for a period in excess of one month) without the express consent in writing of the Mortgagee.

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8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

9. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

10. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; *provided, however,* that in the event of the assignment or transfer of the interest of the Mortgagee, all obligations and liabilities of the Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Mortgagee's interest is assigned or transferred; and provided further that the interest of Lessee under this Agreement may not be assigned or transferred other than as provided in the Lease.

11. Lessee agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

12. Lessee acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Mortgagee as part of the security for the note secured by the Mortgage. In the event that Mortgagee notifies Lessee of a default under the Mortgage and demands that Lessee pays its rent and all other sums due under the Lease to Mortgagee, Lessee agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to the Mortgagee as directed by Mortgagee.

13. Lessee hereby agrees that Mortgagee may, at Mortgagee's sole and exclusive option upon the institution of any foreclosure proceedings, elect in writing to have the Mortgage subordinated to the Lease for purposes of such foreclosure proceeding.

① by certified mail, return receipt requested,

② after receipt of the aforementioned notice,

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14. This Agreement may be executed in any number of counterparts and by separate parties hereto on separate counterparts, all of such counterparts taken together to constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties thereto have respectively signed and sealed this Agreement as of the day and year first above written.

BANK OF MONTREAL, as Agent

By [Signature] Director
Title

Edison Illinois Stores, Inc.

By [Signature]
Mark I. Litow
Vice-President Title

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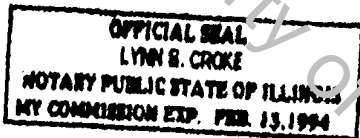
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State of Illinois)
) SS
County of Cook)

I, Lynn S. Croke, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark D. Teemba, a Director of Bank of Montreal, a Canadian chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of March, 1992.



Lynn S. Croke
Notary Public
LYNN S. CROKE
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:

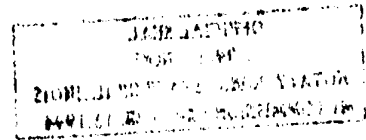
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Missouri)
State of Illinois)
County of St. Lou.) SS

I, Howard P. Price, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark L. Lipow, Vice- President of Edison Brothers Apparel Stores, Inc., a Missouri corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice- President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4 day of March, 1993 ~~January~~ 1992.

* Edison Brothers Apparel Stores, Inc.

Howard P. Price
Notary Public

Howard P. Price
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:

HOWARD P. PRICE, Notary Public
OF MISSOURI COUNTY OF ST. LOUIS
MY COMMISSION EXPIRES DECEMBER 14, 1994

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SCHEDULE 1

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH AND EAST OF THE MARGIN OF THE LITTLE CAJUMET RIVER, EXCEPTING THEREFROM THE FOLLOWING:

- A. THE EAST 660 FEET OF SAID NORTHWEST QUARTER;
- B. THAT PART TAKEN, USED OR DEDICATED FOR TORRENCE AVENUE;
- C. THAT PART THEREOF CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEEDS DULY RECORDED JULY 24, 1926 AS DOCUMENTS 9347654 AND 9350297;
- D. THAT PART OF SAID NORTHWEST QUARTER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER;
THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 230 FEET;
THENCE EASTERLY ON A LINE PARALLEL TO THE NORTH LINE OF SAID QUARTER, A DISTANCE OF 250 FEET;
THENCE NORTH A DISTANCE OF 230 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER;
THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING.
- E. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE EAST 660 FEET OF SAID NORTHWEST QUARTER;
THENCE SOUTH 0 DEGREES, 09 MINUTES, 50 SECONDS WEST ON THE WEST LINE OF THE EAST 660 FEET OF SAID NORTHWEST QUARTER, A DISTANCE OF 1635.56 FEET;
THENCE NORTH 44 DEGREES, 42 MINUTES, 30 SECONDS WEST, A DISTANCE OF 260.28 FEET;
THENCE NORTH 28 DEGREES, 30 MINUTES, 00 SECONDS EAST, A DISTANCE OF 59.87 FEET;
THENCE NORTH 44 DEGREES, 42 MINUTES, 30 SECONDS WEST, A DISTANCE OF 519.21 FEET;
THENCE SOUTH 45 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 24.00 FEET;
THENCE NORTH 44 DEGREES, 42 MINUTES, 30 SECONDS WEST, A DISTANCE OF 110.00 FEET;
THENCE SOUTH 45 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 44 DEGREES, 42 MINUTES, 30 SECONDS WEST, A DISTANCE OF 615.00 FEET;

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SCHEDULE 1 CONTINUED

E. (CONTINUED)

THENCE NORTH 0 DEGREES, 17 MINUTES, 30 SECONDS EAST ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 543.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 89 DEGREES, 42 MINUTES, 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1055.93 FEET TO THE PLACE OF BEGINNING.

F. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1284 FEET TO A POINT;

THENCE EAST 71.05 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE EAST LINE OF TORRENCE AVENUE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 5 FEET TO A POINT;

THENCE SOUTH ALONG A LINE PARALLEL TO AND DISTANT 5 FEET FROM SAID EAST LINE OF TORRENCE AVENUE A DISTANCE OF 316.00 FEET TO A POINT;

THENCE WEST, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 5 FEET TO A POINT ON SAID EAST LINE OF TORRENCE AVENUE;

THENCE NORTH A DISTANCE OF 316.00 FEET TO THE POINT OF BEGINNING;

G. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE EAST A DISTANCE OF 250 FEET TO A POINT;

THENCE SOUTH A DISTANCE OF 30 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE SOUTH LINE OF 159TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 30 FEET TO A POINT;

THENCE EAST ALONG A LINE PARALLEL TO AND DISTANT 60 FEET FROM THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 722.77 FEET TO A POINT;

THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 30 FEET TO A POINT ON SAID SOUTH LINE OF 159TH STREET;

THENCE WEST A DISTANCE OF 722.77 FEET TO THE POINT OF BEGINNING.

**H. PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING THE NORTH 150 FEET OF THE SOUTH 600 FEET OF THE WEST 150 FEET OF THE EAST 810 FEET OF SAID QUARTER SECTION,
ALL IN COOK COUNTY, ILLINOIS.**

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STREET ADDRESS: 96 River Oaks Center
Calumet City, Illinois 60409

P.I.N.s: 30-19-100-128
30-19-100-129
30-19-100-112

PREPARED BY AND MAIL TO:

ALIZON J. SHULDINER
CHAPMAN AND CUTLER
111 WEST MONROE STREET
CHICAGO, ILLINOIS 60690

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Famous Footwear

EXHIBIT "A"
TO SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT

DESCRIPTION OF LEASE DOCUMENTS AND LEASE TERMS

A. Date of Lease: May 7, 1988

B. Parties:

(1) Lessor: LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, Trustee under Trust No. 38703

(2) Tenant: Brown Group Retail, Inc., (successor in interest to Wohl Shoe Company)

C. Amendments, Assignments, Subleases and Other Leases or Agreements:

Letter dated 12/14/89 re: Extension of Lease Term
Letter dated 11/21/86
Letter dated 7/31/92
8/14/92 Restoppel Certificate

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AND ATTORNEY GENERAL

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STREET ADDRESS: 96 River Oaks Center
Calumet City, Illinois 60409

P.I.N.s: 30-19-100-128
30-19-100-129
30-19-100-112

PREPARED BY AND MAIL TO:

ALISON J. SHULDNER
CHAPMAN AND OUTLER
111 WEST MONROE STREET
CHICAGO, ILLINOIS 60696

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