FOR RECORDERS USE ONLY

- DECEMBER STORMS

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SUBORDINATION, NON-DUSTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 14th day of June, 1995, by and between Peter E. Choo, MD & Ung S. Wu, M.D. ("Tenant") and LASALL BANK, a national banking association ("Mortgagee").

RECITALS:

Mortgagee is the holder of a certain Mortgage dated July 26, 1995 (the "Mortgage") encumbering the Real Estate (hereinafter defined) and securing indebtedness in the original principal amount of \$2,750,000.

This instrument was prepared by and, after recording, return to:

Schwartz Cooper Greenberger & Krauss 180 North LaSalle Street

Suite 2700

Chicago, Illinois 60601 Attn: Martin I. Behn

Permanent Real Estate

14-08-121-030-0000 Index Nos.

14-08-121-022 thru 027-0000

Common Address: 5300 D. PROADWAY

Broadway Berwyn Avenues

Chicago, Illinois

BONTALION STATE OF CO.

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B. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as the "Lease Agreement", and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") dated June 11 1986 with M&J Wilkow, Ltd, as agent for the beneficiary of American National Bank and Trust Company of Chicago, Under Trust Number 101443-01 (the "Landlord"), pursuant to which Tenant leased certain premises (the "Leased Premises") consisting of approximately 1.480 rentable square feet of space designated as Suite 1C in the building (the "Building") on the parcel of land (the "Land") legally described in Exhibit A attached hereto and commonly known as the Broadway Festival Shopping Center (the Land and Building herein being collectively referred to as the "Real Estate"). The Lease is for a term of 132.5 months, commencing on July 16, 1986 and expiring on July 11, 1997 provided that Tenant has the right to extend said lease term for none additional period(s) of -0- years each.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

- 1. Tenant represents and warrants to Mortgagee that the Lease is the only document or agreement governing the tenancy of Tenant with respect to the Leased Premises.
- Prior to pursuing any remedy available to Tenant under the Lease, at law or in 2. equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default specifying the nature thereof, the section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Mortgagee sixty days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such sixty day period, Tenant shall give Mortgages such additional time as Mortgagee may reasonably need to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above. For purposes of this Paragraph, a Landlord's Default shall not be deemed to have recurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.
- 3. Tenant covenants with Mortgagee that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any



- liable for any act or omission of any prior landlord (including (i) Landlord);
- subject to any offsets or defenses which Tenant has against any (ii) prior landlord (including Landlord);
- (iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);
- liable to refund or otherwise account to Tenant for any security (iv) deposit not actually paid over to such new owner by Landlord;
- bound by any amendment or modification of the Lease made without Mortgagee's consent;
- bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or
- (vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Lease Premises.
- Any notices, communications and waivers under this Agreement shall be in 7. writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered DI. OFFICE or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee:

LaSalle National Bank 120 South LaSalle Street Chicago, Illinois 60603 Attn: David Patchin

To Tenant:

Peter Choi M.D. and Ming Wu M.D. 5308 N. Broadway Ave. Chicago, IL 60648

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by

overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

- Tenant acknowledges and agrees that Mortgagee will be relying on the 8. representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.
- This Agreement shall be binding upon and shall inure to the benefit of the parties 9. hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.
- 10. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

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

Te jant:

Peter E. Chou, M.D.

By: Title:

Ming S. Wu, (M.D

Mortgagee:

LASALLE NATIONAL BANK a national banking association

Title:

	STATE OF) SS. COUNTY OF)	
Ming	1, Quak Louis, a Notary Public in and for said County in the State do hereby certify that S. W. Poler E. Chen, a Of Chicken Noll TH Medical Grouf, who is personally me to be the same person whose name is subscribed to the foregoing instrument a present deforce me this day in person and seknowledged that he/she sed to said partnership/corporation, for the uses and purposes set forth therein.	known to a such signed and
	Given under my band and notarial scal on July 25, 1975	
	Notary Public	
	My Commission Expires: Work 2,1999 "OFFICIAL BEA RENATO CORT Notary Public, Blate Uf My Commission Expires Man	ib" ES illinola ch 2, 1993
	STATE OF ILLINOIS)	 \$4
	COUNTY OF COOK)	
1	I, Prevision a Notary Public in and for said County in the State do hereby certify that a Vice Peside of LASALLE NATIONAL BANK, a national banking association, who is personally be to be the same person whose name is subscribed to the foregoing instrument as delivered such instrument as his/her own free and voluntary act and as the free and act of said Bank, for the uses and purposes set forth therein.	known to such <u>tee</u>
	Given under my hand and notarial scal on July 32, 1985	
	Notary Public	
	My Commission Expires: 1114 98 FIGURE SUBSTITUTE SUBSTI	

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EXHIBIT A

Leval Description of Real Estate

Parcel 1:

Lots 5 through 24, both inclusive, in Block 9 in Cochran's Third Addition to Edgewater in the East 1/2 of the 140 thwest 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridan, in Cook County, Illinois.

Permanent Tax Number:

14-08-121-030 Volume: 477

(affects Lots 5 through 10, both inclusive)

14-08-121-022

(affects Lots 11 and 12)

14-08-121-023

(affects Lot 13)

14-08-121-024

(affects Lot 14)

14-08-121-025

(affects Lots 15 and 16)

14-08-121-026

(affects Lots 17, 18 and 19)

14-08-121-027

-Ounty Clork's Office (affects Lots 20 through 24 both inclusive)