95196507

AGREEMENT OF LEASE SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT

This Agreement is made this 7th day of February, 1995, by and between Comerica Bank - Illinois, an Illinois banking corporation ("Lender") and The Reynolds and Reynolds Company, an Ohio corporation ("Tenant").

WHEREAS, Lender is the holder of a mortgage ("Mortgage") dated March 15, 1994 from B & L Real Estate Group, L.L.C. ("Landlord") to Lender covering Landlord's real property described in Exhibit A attached hereto ("Mortgaged Premises").

WHEREAS, Landlord has entered into a Lease with Tenant dated January 26, 1995 (the "Lease"), for the Mortgaged Premises.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, Lender and Tenant agree as follows:

1. Except as provided herein, the Lease, and Tenant's interest therein shall at all times be subject and subordinate to the Mortgage.

2. If no default exists, and no event has occurred and continued to exist for such period of time which would entitle the Landlord under the Lease to terminate the Lease, or would cause the termination of the Lease without any further action of the Landlord, or would entitle the Landlord to dispossess the Tenant under the Lease, the Lease shall not be terminated. In the exercise of any of Lender's rights under the Mortgage, the note secured thereby ("Note") or any other documents relating thereto, or in any foreclosure or proceedings instituted in connection with the Mortgage, Note or other documents, or in the event the Lender

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takes possession of, or a receiver is appointed for the Mortgaged Premises pursuant to any provisions of the Mortgage or Lender's rights thereunder, Lender shall not interfere with Tenant's Lease, nor Tenant's use, possession or enjoyment of the Mortgaged Premises.

3. If the Lender acquires Landlord's interests in the Mortgaged Premises by deed in lieu of foreclosure, or if the Lender or any other person (hereinafter called the "Purchaser") acquires the interests of the Landlord in the Mortgaged Premises by sale or otherwise, the Lender or Purchaser, or its successors and assigns, shall take such interests subject to the Lease, including the Tenant's right of possession under the Lease. The Lender or Purchaser, or its successors and assigns, shall be bound to the Tenant under all of the terms of the Lease for the balance of the term thereof, including any renewal terms, with the same force and effect as if the Lender or the Purchaser, or its successors or assigns were the original Landlord under the Lease.

4. Tenant agrees that if the Lender shall become entitled to possess the Mortgaged Premises pursuant to the provisions of the Mortgage, or if a receiver of the Mortgaged Premises shall be appointed upon Lender's application, or if any Purchaser shall acquire the interests of the Landlord in the Mortgaged Premises as the result of any foreclosure or proceeding instituted in connection with the Mortgage or as a result of exercising any rights of the Lender under the Mortgage, the Tenant shall

attorn to and recognize the Lender or receiver or Purchaser as Tenant's lessor of the Mortgaged Premises in accordance with the provisions of the Lease.

5. Any required or permitted notice or demand given hereunder shall be given in writing delivered in person or mailed by registered or certified mail, return receipt requested, and addressed as follows:

To Lender:

Comerica Bank - Illinois
10101 Grand Avenue
Franklin Park, IL 60131
ATTENTION: LDRU

To Tenant:

Mr. Thomas E. Suttmiller
Senior Vice President
Business Forms Division
The Reynolds and Reynolds Company
3555 South Kettering Boulevard
Dayton, OH 45439

6. Lender shall notify Tenant of any default by Landlord under the Mortgage, Note or other documents in writing at least ten (10) days prior to the filing of any legal action against the Landlord; and Tenant shall have the right to cure any such default, including payment of delinquent installments.

7. This Agreement may be modified only in writing signed by the parties hereto or their respective successors. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, representatives, successors and assigns.

8. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same

agreement and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

Signed and acknowledged in the presence of:

LENDER: COMERICA BANK - ILLINOIS

By _____
John J. Robinson
Assistant Vice President

TENANT: THE REYNOLDS AND REYNOLDS COMPANY

Bill Carson

Martha M Welch

By _____
Thomas E. Suttmiller
Senior Vice President
Business Forms Division

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STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

I, Donna K. Gluszek, a Notary Public in and for said County in the State aforesaid, do hereby certify that John J. Robinson, Assistant Vice President of Comerica Bank - Illinois, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, 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 said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 21 day of February, 1995.

_____
Notary Public

My Commission Expires:

OFFICIAL SEAL
DONNA K. GLUSZEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. 7/10/97

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STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

Before me, a Notary Public in and for said county and state, personally appeared Thomas E. Suttmiller, Senior Vice President of the Business Form Division of The Reynolds and Reynolds Company, who acknowledged that he executed the foregoing instrument in the name and on behalf of such corporation and that the same is his free act and deed and the free act and deed of such corporation.

I hereto subscribe my name and affix my seal this 7th day of February, 1995.

Linda S. Kloppenstein
Notary Public

My commission expires: May 1, 1997

LINDA S. KLOPPENSTEIN, Notary Public
In and for the State of Ohio
My Commission Expires May 1, 1997

This instrument prepared by:

Martiné R. Dunn
Attorney at Law
600 IBM Building
Dayton, Ohio 45402

. DEPT-01 RECORDING . $31.50
. T#0008 TRAN 9779 03/23/95 14:42:00
. #9904 # JB *-95-196507
. COOK COUNTY RECORDER

648000\881MRD1.SUB
2-6-95-4

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EXHIBIT A

LEGAL DESCRIPTION

LOT 5 IN O'HARE NORTH WEST OFFICE PARK SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID # 09-32-101-018

Property Address: 911 East Touhy Avenue, Des Plaines, IL 60018

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