GEÜRÜL E COLET LEGAL FORMS (Minois)  SATISFACTION OR RELEASE  OF MECHANICS LIEN  January Contact a large batter until or large under der Arti- Ad in parametal including merchantability and fendal are proceeded.	95219556
STATE OF ILLINOIS COUNTY OF COOK SSS.	
Pursuant to and in compliance with the Illinois statute relating to mechanics' liens, and for valuable consideration, receipt whereof is hereby acknowledged, the undersigned.  Englewood Electrical Supply A Division of EESCO, Inc., A Delaware Corporation  does hereby acknowledge satisfaction or release of the claim former.	SOLAN SALAN
against Henry Newgard and Company	Above Space For Recorder's Use Only.
for Fourteen thousand four handred sixty two and 18, (\$14,462.18)  Poliars, on the following des	
SEE ATTACHED LEGAL DESCRIPTION	DEPT-01 RECORDING \$25.00  140012 TRAN 3369 03/31/95 14:03:00  44286 # JM *-95-219556  COOK COUNTY RECORDER

which claim for lien was filed in the office of the recorder of deeds or the registrar of sides of \_\_\_\_ Illinois, as mechanics' lien document No. 94864695 27th day of March IN WITNESS WHEREOF, the undersigned has signed this instrument this 1995\_. Englewood Electrical Supply A Division of EESCO, Inc., A Delaware Corporation , (NAME OF SOLE OWNERSHIP, FIRM OR CORPORT TICH) ATTEST:

Secretary

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE CORDER OF DEEDS OR THE REGIST TITLES IN WHOSE OFFICE THE CLA LIEN WAS FILED.

This instrument was prepared by Robert Wesche, 3939 S. Karlov Ave., Chicago, IL 60632 (Name and Address)

STATE OF RELINOIS
COUNTY OF 1000K.
Committee to
aforesaid, do hereby certify that Robert E. Wesche personally in the state known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth
Given under my hand and official seal this 27th day of March 1995.
CEORGIA D. BROOKS  CEORGIA D. BROOKS  NOTARY PUBLIC, STATE OF ILLINOIS  OFFICIAL STATE
STATE OF ILLINOIS SS.
COUNTY OF
, a notary public in and for the county in the state
aforesaid, do hereby certify thatpresident
aforesaid, do hereby certify that president of the and
secretary of said Company, personally known to me to be
the same persons whose names are subscribed to the foregoing instrument as such
president and secretary, respectively, specared before me this day in person and
acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the
free and voluntary act of said Company, for the uses and purposes therein set forth, and the said
secretary then and there acknowledged that he as custodian of the corporate seal of said
Company, did affix the corporate seal of said Company to said instrument as stid
secretary, as own free and voluntary act and as the free and voluntary set of said Company, for the
uses and purposes therein set forth.  GIVEN under my hand and official seal this day of

NOTARY PUBLIC

#### LEGAL DESCRIPTION

LOTS 3 TO 16, ALL INCLUSIVE, IN BLOCK 2 IN DUNCAR'S ADDITION TO CHICAGO, BEING A HE M.
RD PRINC

845 West Madison
60607

77-17-208-001-0000

OF COLUMN CLOTHS

OFFICE SUBDIVISION OF THE EAST 1/2 OF THE MORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Addrass:

P.I.N.:

extensions, renewals, consolidations and replacements thereof now existing are collectively referred to herein as the "Lease");

- B. Mortgagee has agreed to issue a Letter of Credit on behalf of Landlord, to be secured by the lien of a mortgage from Landlord to the Mortgagee (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof row existing or hereafter entered into, collectively referred to as the "Mortgage") on the Property; and
- C. Tenent has agreed to subordinate the Lease to the lien of the Mortgage and Mortgagee has agreed o grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

- 1. <u>Subordination</u>. The Lease (including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate in all respects to the Mortgage to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.
- Attornment. Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or

thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lense. PREVIOUS THAT SOCH PARTY ASSOCIATIONS OF LANDLURD UNDER THE LEASE.



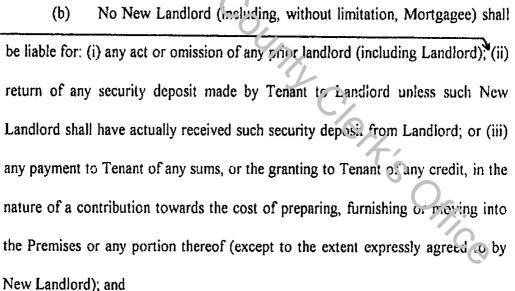
Non-Disturbance. Mortgagee, for itself and its successors and assigns, for any purchaser at a foreclosure sale under the Mortgage, for any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and for the successors and asser's of such purchaser and transferee (herein, Mortgagee and each such other party is called a "Yow Landlord"), hereby covenants and agrees with Tenant that if Mongagee or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever of sind succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, provided Tenant is not then in default (after expiration of any applicable grace period) under the Leave, and so long as Tenant is not in default (after expiration of any applicable grace period) under the Lease, that: (a) tenant shall not be named as a party defendant in any foreclosure action unless Tenant is deemed to be a necessary party (but being named does not affect subsections (b) and (c) herein) (b) subject to the next succeeding grammatical paragraph, the Lease, in accordance with its terms, shall remain in full force and effect as a direct indenture of lease between Mortgages, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Mortgages, or such other New Landlord (as the case may be); and (c) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by such Mortgagee or such other New Landlord by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

Property of Coot County Clert's Office

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If Mortgagee or any other New Landlord shall succeed to the interest of Landlord under the Lease, Tenant agrees as follows:

any credits offsets, defenses, claims or counterclaims which tenant might have against any prior landlord (including Landlord); (ii) bound by any rent or additional rent which Tenant shall have paid more than one (1) month in advance to any prior landlord (including Landlord); (iii) bound by any covenant to undertake or complete any improvement to the Premises or the Property; or (iv) bound by any amendment or modification to the Lease made after the date hereof, or waiver of any provision of the Lease made after the date hereof, which has not been consented to in writing by Morreagee;



judgment or damages from Mortgagee or such other New Landlord, and neither Mortgagee, such other New Landlord, any partner, officer, director, shareholder or agent of them or any successor or assign of any of the foregoing shall have any

EXCEPT FOR NON MONETARY DEFAULTS OF A CONTINUING NATURE BUT ONLY FOR THE PORTION OF LIABILITY ATTRIBUTABLE TO THE PERIOD DURING WHICH MORTGAGET OR SUCH PERSON HAS SUCCEEDED TO THE INTERST OF LANDLORD UNDER THE LEASE.



this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Mortgagee or such other New Landlord provided by law or by any other contract, agreement or instrument.

- 4. Morangee's Consent. Landlord's consent or approval under or with respect to the Lease or the Premises or any matter related thereto shall not be effective unless such consent or approval is accompanied by the written consent of Mongagee. Without limiting the generality of the foregoing, without the prior written consent of Mongagee, Tenant will not (a) enter into be agreement amending or terminating the Lease, (b) cancel the term of, or surrender, the Lease or (s) assign or sublet all or my part of the Premises, except only pursuant to any assignment or sublease which, under the express provisions of the Lease, Tenant is entitled to make without the consent of the Leadlord.
- 5. Landlord's Default. Tenant hereby agrees to provide Mortgages with written notice of any casualty damage to the Premises and any default under the Lease by the Landlord and to provide Mortgagee the greater of (a) thirty (30) days or (b) such reasonable period of time as is necessary thereafter to cause such damage to be repaired (if Landlord is obligated under the Lease to repair or cause such damage to be repaired or to remedy such default, as the case may be, prior to exercising any right or remedy of



Tenant under the Lease. Notwithstanding the foregoing, Tenant agrees that Mortgagee shall have no obligation to remedy any such default.

Estopact Certificate. Tenant agrees at any time and from time to time to execute, deliver and acknowledge to Landlord, to Mortgagee or to any third warty designated by Landlord or by Mortgagee within ten (10) days following Landlord's or Mortgagge's written request therefor, (a) a statement in writing certifying that the Lease is in full force and effect, that Landlord is not in default thereunder for specifying my defaults by Landford which Tenant alleges), that rent has not been prepaid more than one (1) month in advance, and specifying any further information about the Lease or the Premises which Landlord or Mortgagee or said third party may reasonably request; (b) a statement in writing that Tenant of recognize the Mortgagee as assigned of the Landlord's rights under the Lease; and (e) a statement in writing acknowledging or denying receipt of notice of any conditional or security assignment of the Lease to any third party. Tenant understands that Mortgagee and /c/ prospective gurchasers, other mortgagees or lessors of the Premises or any part thereof will rely on such certificates. Tenant's obligation to deliver such certificates within ten (10) days as described above is a material obligation of Tenant herounder and under the Leave

7. Further Subordination. Tenant, for itself and its successors and a signs, agrees that, without the prior written consent of Mortgagee. Tenant will not (a) exer into any subordination agreement with any person other than Mortgagee; or (b) agree to attorn to or recognize any purchaser of the Property at any foreclosure sale under any lien other than that of the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided,

de

placing of any lien other than the Mortgage on the Property).

- that any interest of Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interest of Mortgagee in such proceeds or awards. Tenant will neither seek nor accept insurance, any condemnation or eminent domain proceeds or awards made with respect to any interest in the Fremises until all amounts secured by the Mortgage have been paid in full. However, Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

  SEE INSERT PAGE 7A
- 9. Notice. Each notice, temand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (a) actual delivery to such addressee at its address set out above, for (b) the third business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first class postage prepaid, addressed to such addressee at its address set out above. By notice complying with this section, any party from time to time may designate a different address as its address for the purpose of the receipt of notice hereunder.
- 10. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- 11. Recording. The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

TOELIUGROD BY HAND OR BY A NATIONALLY RECOUNTED DIGRAIGHT



Property of Cook County Clerk's Office

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If the Premises or any portion thereof are damaged by fire or other casualty, or sie taken by eminent domain proceedings, the loss for which under any of the insurance policies or condemnstion awards therefor is payable to Landlord or Mortgagee, then Mortgagee agrees that such insurance proceeds or condemnation awards attributable to such casualty or condemnation, when payable to Landlord or Mortgagee and after deduction for expenses incurred in the collection of such sums, will be made available to Landlord for the purpose of repair or rebuilding of the Premises in accordance with the terms of the Lease provided that Tenant is not in default (beyond any period given Tenant to cure such default) in the payment or performance of any obligations on Tenant's part to be performed under the Lease. Tenant understands and agrees that any e control of County Clerk's Office insurance or condemnation proceeds remaining after completion of any such repair or rebuilding of the Premises shall be subject to the terms of the Mortgage,



Counterparts. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

[SEAL] Attest:	MORTGAGEE:  LASALLE NATIONAL BANK, a national banking association
Name: Title:	By: The Buthorst Title: AVP
[SEAL] Attest:	TENANT: Adam Michael Cosmetics, Inc.
Name: BROLE E. STRANLE Title: VP FINANCE	By: Name: Stay S. Kouacsay Title: President

STATE OF JLLINOIS ) SS.
COUNTY OF COOK ) SS.
1, Kullbon Rossyvus, a notary public in and for said County, in the State
personally known to me to be the USE. Vice Por La Salle Nat'l Bank
personally known to me to be the USSC. Vice Hor La Dalle Nat'l Bank
and personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that as such, he/she signed
and delivered said instrument pursuant to proper authority given by said 151. Vice Proside a
us his/her free and voluntary act and as the free and voluntary act and deed of said USS 6. Velo Po
for the uses and purposes therein set forth.
GIVEN under my hand and notario' seal this 30 day of March, 1995.
· C
Kartlem Rosomon
Colary Public iScall
My Commission expires:
My Commission expires:
· · · · · · · · · · · · · · · · · · ·
KATHLEEN ROSSMAN KATHLEEN ROSSMAN
NOTARY PUBLIC. STATE My demmission Expires June 24, 1996

STATE OF	HARTLAND	)		
COUNTY OF	HOWAR D	) SS. )		
1, 3	ACKS TOWA	, a notary pu	blic in and for said County	, in the State
aforesaid, DO F	IEREBY CERTIFY (	hat BEN IS YOUR	LIVY , personally kno	sun to mo to
be the Pre:	A TO THERE	DAM HICHAEL	COMETUS, IDC., an	d personally
known to me to	be the same persor	n whose name is s	ubscribed to the foregoing	; instrument,
appeared before	me this day in person	and acknowledged t	that as such, he/she signed a	and delivered
said instrument	pursuant to proper a	athority given by s	said PRESIDENT	, as
his/her free an	d voluntary act, an	nd as the free ar	nd voluntary act and de	ed of said
rog por	ATCOM, for the uses	s and purposes there	in set forth.	
GIVEN	under my hand and n	otarial scal this 141	thday of MARCH	
19 <u>95</u> .		TCOUNT		
		77	×1_	
			Notary Public [Scal]	
My commission e	expires:		(Scal)	
	Mondfood Philosopassa			5.

**EXHIBIT A** 

LEGAL DESCRIPTION

#### TOGETHER WITH

UNOFFICIAL COPY

TOGETHER WITH

THET PART OF THE MORTHEAST 1/A DE SECTION 16, TOWNSHIP 41 MORTH, RAM5. 13, EAST OF THE THIRD PRINCIPAL HERIDIAN DESCRIBED AS FOLLOWS: COMMCRCING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION. 6, 10, 00, CHAINS 30 UTH OF THE MORTHEAST CORNER THEREOF; THEREI SOUTH ALONG THE EAST LINE OF SAID HORTHEAST 1/4, ZO.16 CHAINS TO THE VENTAL LINE OF GROSS POINT ROAD. THENCE SOUTH 4, ZO.16 CHAINS TO THE VENTAL LINE OF GROSS POINT ROAD. THENCE SOUTH 45 DEGREES WEST ALONG THE CENTER LINE OF SAID ROAD. 3,74 CHAINS, THEREE HORTH 26 DEGREES WEST ALONG THE VENTAL LINE OF SAID ROAD. 3,74 CHAINS, THEREE HORTH 26 DEGREES WEST ALONG THE VENTAL LINE OF SAID SOUTH LINE. THE SOUTH 12 CHAINS SOUTH OF THE NORTH LINE OF THE SOUTH 12 CHAINS OF THE SOUTH 12 CHAINS OF THE SOUTH LINE, WEST OF THE ALHE SOUTH 12 OF THE MORTHEAST 1/4 OF SAID SECTION 16 SAID INTERSECTION WEINT ME SOUTH 12 OF THE SOUTH 12 PECT TO AN INTERSECTION WITH A LINE 373.0 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE "SOUTH LINE OF THE SOUTH 12 PECT TO AN INTERSECTION WITH A LINE 374.0 FEET, AS MEASURED AT RIGHT ANGLES, THE MORTHEAST 1/4 OF THE MORTHEAST 1/4 OF SAID SECTION 16 THE MORTHEAST 1/4 OF SAID SECTION 17 THE MORTHEAST 1/4 OF SAID SECTION 16 THE MORTHEAST 1/4 OF THE MORTHE LINE, 340.30 FEET TO THE SOUTH LINE OF THE NORTH 373.0 FEET OF 195 SOUTH 1/2 OF THE MORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE MESTERLY ALONG SAID LAST DESCRIBED LINE, 517. O THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING 250, 982 SQUARE FEET OR 5,762 ACRES,