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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is dated the 29th day of July. 1997, and is made by and among ARGO FEDERAL SAVINGS BANK, a Federal Savings Bank, having an address of 7600 West 63rd Street, Summit IL 60501 ("Mortgagee"), ST. PAUL FEDERAL BANK FOR SAVINGS, having an address of 6700 West North Avenue, Chicago, Illinois 60707 ("Tenant"), and GREATBANC TRUST CO., as Trustee under Trust Agreement dated April 22, 1996 and known as Trust No. 7849 having an address c/o M.T.S. I and Diversey, 533 Ashland Avenue, Chicago Heights, Illinois 60411 ("Landlord").

RECITALS:

- A. Frant has entered into a lease ("Lease") dated July 29, 1997 with Landlord, covering the premises known as 664 West Diversey, Chicago, Illinois (the "Premises"), located on the Real Property, more particularly described as shown on Exhibit A, attached hereto (the "Real Property").
- B. Mortgagee has made a mortgage loan in the amount of \$900,000 to Landlord, secured by a mortgage of the Landlord's interest in the Real Property (the "Mortgage"), and the parties desire to set forth their agreement herein.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereby agree as follows:

- 1. The Lease and all extensions, renewals, replacements or modifications the reof are and shall be subject and subordinate to the Mortgage and all terms and conditions thereof insofar as it affects the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of amounts secured thereby and intensi thereon.
- Tenant shall attorn to and recognize any purchaser at a foreclo are sale under the Mortgage, any transferee who acquires the Premises by deed in lieu of foreclosure, each she successors and assigns of such purchasers), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease on the same terms and conditions set forth in the Lease.
- 3. If it becomes necessary to foreclose the Mortgage, Mortgagee shall neither terminate the Lease nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants, or conditions of the Lease.
- 4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall not be:
 - a. liable for any act or omission of any prior landlord (including Landlord);
 - b. liable for the return of any security deposit unless such deposit has

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been delivered to Mortgagee by Landford or is an escrow time available to Mortgagee;

- c. subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord);
- d. bound by any rent or additional rent that Tenant might have paid for more than the current month to any prior landlord (including Landlord);
- e. personally liable under the Lease, Mortgagee's liability thereunder being limited to its interest in the Real Property; or
- f. bound by any notice of termination given by Landlord to Tenant without Mortgagees prior written consent thereto.
- 5. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and assigns.
- bayable under the Lease shall be paid directly by Tenant to Mortgagee upon default by Landlord under the Mortgage. After receipt of police from Mortgagee to Tenant, at the address set forth above or at such other address as to which Mortgagee has been notified in writing, that rentals under the Lease should be paid to Mortgagee, Tenant shall pay to Mortgagee, or at the direction of Mortgagee, all monies due or to become due to Landloro under the Lease. Tenant shall have no responsibility to ascertain whether such demand by Mortgagee, is permitted under the Mortgage, or to inquire into the existence of a default. Landlord hereby waives any right, claim, or demand it may now or hereafter have against Tenant by reason of such payment to Mortgagee, and any such payment shall discharge the obligations of Tenant to make such payment to Landlord
- 7. Tenant agrees that it will notify Mortgagee in writing, certified mail, of any default by Landlord under the Lease and shall not cancel or terminate the Lease without providing Lender thirty (30) days from the date of such notice within which to core said default. If any default by Landlord is cured within the time period described above, Tenant shall have no right to cancel or terminate the Lease by virtue of said default.

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

Mortgagee:

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ARGO FEDERAL SAVINGS BANK

By: Ruch M. Louie Is: Semor Vice President Date: July 31, 1997

Tenant:		_
ST. PAUL FEDERAL BANK FOR SAVINGS	Date:) 25/97
By: Y WWW.		
Landlord:		
GREATBANC TRUST COMPANY, as Trustee under Trust Agreement dated April 22, 1396 and known as Trust No. 7849		2/ /
By: CMRIS Diannetti Its: SENIOR LAND TOUST OFFICER	Date:	7/30/97
ATTEST: CAMILACIÓN ASSISTANT		
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STATE OF ILLINOIS)			
) SS			
COUNTY OF COOK)			
On this 35th day of July , 1997, before me,			
notary public, the undersigned officer, personally appears VALEKIE A. HAUGH, who acknowledged himself to be the			
Federal Savings Bank, and the foregoing instrument for the purposes			
therein contained by signing the name of the federal savings bank			
by himself as such officer.			
day of 1997.			
Macaulla			
Notary Public AAAAAAAAA			
"OFFICIAL SEAL"			
MARYELLEN BACARELLA My Commission Exp (r):s: NOTARY PUBLIC STATE OF ILLINOIS			
My Commission Exp (r) se: NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS			
APRIL 2, 2000			
0/4			
STATE OF /LL/Nois			
COUNTY OF WILL			
On this 30th day of Sull in the year 1997			
before me, the undersioned a Notary Public of said			
State, duly commissioned and sworr, personally appeared			
ANCELA GIANNETTI and CONUR NIEI , known to			
me to be the <u>Service Land To.</u> and <u>Address Assist.</u> respectively of Greatbanc Trust Company, as Toustee under Trust			
Agreement dated April 22, 1996 and known as Trust No. 7849, that			
executed the within instrument, and acknowledged to me that they			
signed and delivered such instrument as their own free and			
voluntary acts and as the free and voluntary act of said			
corporation, for the uses and purposes set forth thereic.			
Given under my hand and notarial seal this 3014 day of			
Notary Public			
My Commission Expires:			

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LUIA D. MARTLINK			
Notery Public State of Itimos Web Clusty			
₹ the company			

Property of Cook County Clerk's Office

STATE OF ILLINOIS SS. COUNTY OF COOK On this 31 day of Inly 1997, personally appeared Ruth M. be the interferent of ARGO FEDERAL SAVINGS BANK, a Federal Savings Bank, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Federal Savings Bank.
IN WITNESS WHEREOF, I hereunto set my hand. Notary Public Notary Public
My Commission Expires: OFFICIAL SEAL: LAURIE SNYDER Notary Publ.:. State of Minois My Commission Expires 9 18 99

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EXHIBIT A

<u>Description of Premises</u>

PARCEL 1:

LOTS 7 AND 8 IN L.J. HALSEY'S SUBDIVISION OF LOT 9 IN BICKERDIKE AND STEELE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE 20 ACRES NORTH AND ADJOINING THE SOUTH 30 ACRES THEREOF), IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT BETWEEN FRED BECKLENBERG JC., AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 12, 1938 AND THE TRUST COMPANY OF CHICAGO, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 23, 1947 AND KNOWN AS TRUST NUMBER 6156, DATED MARCH 21, 1951 AND RECORDED MARCH 27, 1951 AS DOCUMENT 15039339 FOR INGRESS AND EGRESS AND REGRESS AND UPON THE WEST 12 FEET OF LOT 6 IN L.J. HALSEY'S SUBDIVISION OF LOT 9 AFORESAID, ALL IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 664 West Diversey, Chicago, Illinois

PIN NOS.: 14-28-119-018-0000 14-28-119-019-0000

This Agreement Prepared By and after Recording Return To:

Glenn T. Garfinkel Gould & Ratner 222 North LaSalle Street Suite 800 Chicago, IL 60601

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