FOR RECORDER'S USE ONLY

PREPARED BY AND WHEN RECORDED MAIL TO:

Steven Bright, Esq Boehm, Pearlstein & Bright, Ltd 33 North LaSalle Street 35th Floor Chicago, Illinois 60602 97362793

DEPT-01 RECORDING

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#3108 # CG \*-97-362793 COOK COUNTY RECORDER

NONDISTURBANCE AGREEMENT -

This Agreement is dated as of May 15. 1997 and is made by and between J.R. Katz Associates, Inc. ("Tenant") and LASALLE BANK NI ("Lender").

#### PREAMBLE:

Pursuant to that certain Lease more fully described of Exhibit B attached hereto (said lease, as amended, and as may from time to time be amended, modified, substituted, extended, renewed or restated shall be referred to as the "Lease"), LaSalle National Bank, not individually, but solvy as Trustee under Trust Agreement dated August 8. 1983 and known as Trust No. 106784, or not ghi its beneficiary (collectively, the "Landlord"), the owner of the property more fully described on Exhibit "A" attached hereto ("Property"), leased to Tenant the portion of the Property described in the Lease. Landlord has rejusted Lender to provide financing (the "Financing") from time to time to Landlord, which Financing shall be secured by the Property. Lender has agreed to provide such Financing so long as, among other things, this Agreement is entered into by Tenant.

NOW, THEREFORE, in consideration of the foregoing, to induce Lender to privide the Financing to Landlord and other good and valuable consideration, the receipt and sufficiency or ratio are hereby acknowledged, the parties mutually agree as follows:

- Representations Regarding Lease. Tenant represents and warrants to Lender that (a) Tenant is in possession of the Property; (b) except as described on Exhibit B hereto, there have been no changes, modifications, alterations or amendments to the Lease; (c) no default or event of default (howsoever such terms are defined) exists under the Lease; (d) all parties to the Lease are in full compliance with the terms and provisions of the Lease; (e) all rent and other payments required to be paid by Tenant under the Lease as of the date of this Agreement have been paid in full; and (f) Tenant has no offsets or defenses to Tenant's performance under the Lease.
- Attorment. Tenant covenants and agrees to attorn to Lender or any other purchaser at any foreclosure sale of the Property as its new landlord and upon such event the Lease shall continue in full force and effect as a direct lease between the Tenant and Lender or such other person, upon all terms, covenants, conditions and agreements set forth in the Lease; <u>provided, however</u>, that in no event shall Lender or such third person be (a) liable for any act or omission of the Landlord; (b) subject to any offsets or deficiencies which the Tenant might be entitled to assert against the Landlord; (c) bound by any payment of rent or additional rent made by the Tenant to

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the Landlord for more than one mouth in advance; or (d) bound by any amendment or material modification of the Lease after the date of this Agreement made without the consent of Lender.

- 3. <u>Subordination of Lease</u>. Tenant covenants and agrees that all of Tenant's right, title and interest in and under the Lease is and shall be subordinated to the lien or interest of Lender in and to the Property, and to all right, title and interest granted to Lender in and to the Property, in the same manner as if the Lease had been executed after execution, delivery and recording of Lender's interest in the Property.
- Nondisturbatice. Leader covenants and agrees that in the event that Leader or any other person exercises any of its rights, powers or remedies pursuant to any agreement; instrument or document relating to the Financing with respect to the Property; and Leader or any other person acquires title to the Property pursuant to the exercise of any such right, power or remedy, and provided that the Tenant is not then in default under the Lease, then Tenant's terschold shall not be disturbed by Lender's or any third parties' exercise of any of such rights, powers or remedies.
- 5. Anterorient, Modifications. This Agreement may not be modified other than by agreement in writing signed by Lender and Temant, or by their respective successors in interest.
- 6. Binding Agreement, This Agreement shall inure to the benefit of and shall be binding upon Lender and its successors and assigns, end be binding upon Tenant and its successors and assigns.
- 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Agreement.
- 8. Governing Laws. This Agreement shell be deemed to be a contract made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the internal laws, and not the conflict of laws provisions, of the State of Illinois.

IN WITNESS WHEREOF, the authorized representatives of the rearties have executed this Agreement on the day and year first set forth above.

ATTEST:	LASALLE BANK N		
By: Kint of Wickey	By: Sulle plly		
Title: Vice President	Tille: Assistant Vice President		
ATTEST:	(Tenant)		
Ву:	Ву:		
Títle:	Title:		

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the Landlord for more than one month in advance; or (d) bound by any amendment or material modification of the Lease after the date of this Agreement made without the consent of Lender.

- 3. <u>Subordination of Lease</u>. Tenant covenants and agrees that all of Tenant's right, title and interest in and under the Lease is and shall be subordinated to the lien or interest of Lender in and to the Property, and to all right, title and interest granted to Lender in and to the Property, in the same manner as if the Lease had been executed after execution, delivery and recording of Lender's interest in the Property.
- 4. <u>Nondisturbance</u> Lender covenants and agrees that in the event that Lender or any other person exercises any of its rights, powers or remedies pursuant to any agreement, instrument or document relating to the Financing with respect to the Property, and Lender or any other person acquires title to the Property pursuant to the exercise c, any such right, power or remedy, and provided that the Tenant is not then in default under the Lease, then Tenant's leasehold shall not be disturbed by Lender's or any third parties' exercise of any of such rights, powers or remedies.
- 5. An endment, Modifications. This Agreement may not be modified other than by agreement in writing signed by Lender 2nd Tenant, or by their respective successors in interest.
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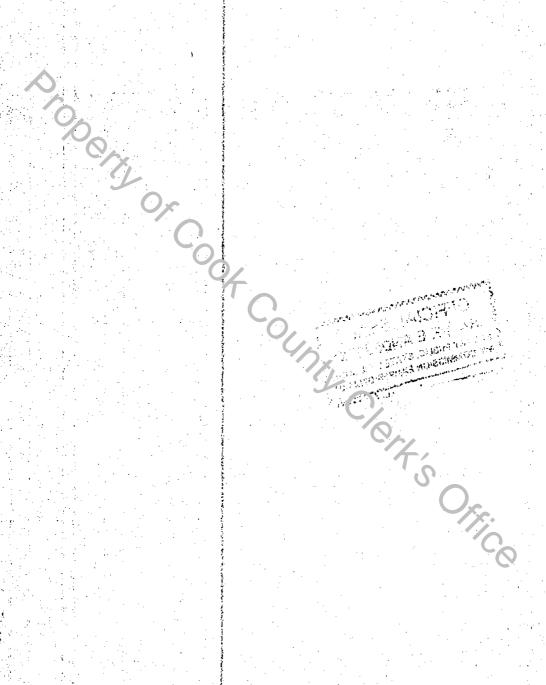
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the day and year first set forth above.

ATTEST:	LASALLE BANK NI
By:	By:
Title:	 Title:
ATTEST:	J. R. Katz Associates, Inc.
Ву:	 By: All My
Title:	 Title filed.

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#### TENANT

STATE OF ILLINOIS	•			
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COUNTY OF COOL	C) ·			
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THAT SO A	ned, a Notary Public in an ひでんみイズ	and	ic sace arbicsaid, c	· .
.R. Katz Associa	ates, Inc personally kinn as such Freuits	nown to me to be the sa	me persons whose	names are subscribed
the foregoing instrume	nt as such Reside	put a	nd	respective
appeared before me in	day in person and acknowledge	owledged that they sign	ned and delivered	said instrument as the
	act and as the free and vo	oluntary act of said Cor	poration, for the us	es and purposes there
set forth.				
GIVEN under	my hand and Notarial Sea	1 this 15 day of	Music	_ A.D., 1997.
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#### LENDER

STATE OF ILLINOIS )  SS.
COUNTY OF COOK )
The Undersigned, a Notary Public in and for said County in the state aforesaid. DO HEREBY CERTIFY THAT Richard D. HollyAsst. Vice President, and Kurt E. Andrae Vice President of LASALLE BANK MI personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Eschard D. Holly and Kurt E. Andrae respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.
GIVEN under my limit and Notarial Seal this 1941 day of May A.D.
1997.
NOTARY PUBLIC MACKEY
My Commission Expires:
My Commission Expires.
9-23-97   SEAL   OFFICIAL SFA' NICOLE A. MACKEY NOTARY PUBLIC, STATE O' LLINCIS MY COMMISSION EXPIRES 9-22-07

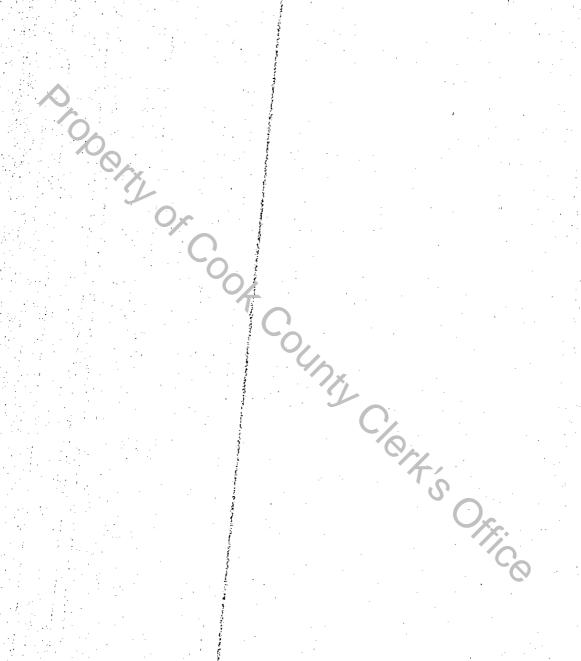
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County Clark's Office

### EXHIBIT B TO ATTORNMENT, SUBORDINATION AND NONDISTURBANCE AGREEMENT

Lease by and between Landlord and Tenant dated December 15, 1985, as modified December 11, 1990, August 26, 1992 and October 31, 1995.

Property of Cook County Clerk's Office



#### EXHIBIT A

Legal Description

LOT 6 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.:

04-02-101-019-0000

Address.

Poperty of Coot County Clerk's Office 105 Revere Drive, Northbrook, Illinois 60062

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