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FOR RECORDER'S USE ONLY

PREPARED BY AND WHEN RECORDED MAIL TO:

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

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COOK COUNTY RECORDER.

ATTORNMENT, SUBORDINATION AND NONDISTURBANCE AGREEMENT -

1997 and is made by ಭಾರ This Agreement is dated as of Car-Lene Research, Inc. ('Tenur.') and LASALLE BANK NI ("Lender").

PREAMBLE:

Pursuant to that certain Lease more fully described on Exhibit B attached hereto (said lease, as amended, and as may from time to time be amended, modified, substituted, excended, renewed or restated shall be referred to as the "Lease"), LaSalle National Bank, not individually, but solvly as Trustee under Trust Agreement dated August 8, 198 and known as Trust No. 106784 ____, or mrough its beneficiary (collectively, the "Landlord"), the owner of the property more fully described on Exhibit "A" stacked hereto ("Property"), leased to Tenant the portion of the Property described in the Lease. Landlord has requested 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 of raivin 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.
- Attornment. 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; provided, however, 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 Leader.

- 3. <u>Subordination of Lease.</u> Tenant coverants 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 grunted 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. Nondisturbance. 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 of any such right, power or remedy, and provided that the Tenant is not then in default under the Lease, then Tenant's Leaschold shall not be disturbed by Lender's or any third parties' exercise of any of such rights, powers or remedies
- 5. Amendment, Modifications. This Agreement may not be modified other than by agreement in writing signed by Lender and Tenant, or by their respective successors in interest.
- 6. Binding Agree oct 1. This Agreement shall inure to the benefit of and shall be binding upon Lender and its successors and assigns, and be binding upon Tenant and its successors and assigns.
- 7. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, small 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 shall 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 parties have executed this Agreement on the day and year first set forth above.

ATTEST:	LASALLE BAI ON MI
By: hut 5 Circlise	By: Soll's Helly
Title: Vice President	Title Assistant Vice President
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ATTEST:	(Tenant)
Ву:	Ву:
Title:	Title:

Proporty of County Clark's Office

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.
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- 5. <u>Parandment, Modifications</u>. This Agreement may not be modified other than by agreement in writing signed by Lender and 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
Ву:	Ву:
Title:	Title:
ATTEST:	Car-Lene Research, Inc. (Tenant)
Ву:	By: Laven Cest packi,
Title:	Title: Res

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TENANT

<u> </u>
STATE OF ILLINOIS)
COUNTY OF C O O K)
That Car-Lene Research, Inc. personally known to me to be the same persons whose names are subscribed to the foregoing in any nent as such 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 Corporation, for the uses and purposes therein
set forth.
GIVEN under my hand and Notarial Seal this 30 day of 4 A.D., 1997.
NOTARY PUBLIC PUBLIC
My Commission Expires:
3/22/99
[SEAL]
My Commission Expires: 3/22/gg [S E A L] OFFICIAL SEAL CAROL S CAPLAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/22/98

LENDER

STATE OF ILLINOIS) SS.	
COUNTY OF COOK)	
The U. dersigned, a Notary Public in and for said THAT Richard D. HollyAsst. Vice Preside LASALLE BANK VI personally known to me to be the sainstrument as such Richard D. Holly and Kurt day in person and acknowledged that they signed and delive and as the free and voluntary across said Bank, for the uses	ime persons whose names are subscribed to the foregoing <u>E. Andrae</u> respectively, appeared before me this wered said instrument as their own free and voluntary act
GIVEN under my hand and Notarial Seal this	19^{+1} day of May
1997.	MilDle a. Mackey NOTARY PUBLIC
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9-23-97 NOTARY PL	JELIC, STATE OF ILLINCIS HISSION EXAPLES 0-23-07
(SEAD)	
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County Clerk's Office

EXHIBIT B TO ATTORNMENT, SUBORDINATION AND NONDISTURBANCE AGREEMENT

Lease by and between Landlord and Tenant dated October 1, 1996.

Property of Coot County Clert's Office

Property of Coop 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:

Proporty of Cook County Clerk's Office 105 Revere Drive, Northbrook, Illinois 60062

Door County Clark's Office