



98932380

THIS INSTRUMENT PREPARED BY:

Bruce A. Salk
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062

AND AFTER RECORDING MAIL TO:

Lasalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603
Attn: Ann B. O'Shaughnessy

7768196022K

SUBORDINATION AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 13th day of October, 1998, by and between CHEVY CHASE CORP., an Illinois corporation ("Subtenant"), whose address is 6633 N. Lincoln Ave., Lincolnwood, IL, and LASALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated October 5, 1998, and known as Trust No. 122053 (hereinafter referred to as the "Borrower"), whose address is 135 South LaSalle Street, Chicago, Illinois 60603 and LASALLE NATIONAL BANK ("Lender"), 135 South LaSalle Street, Chicago, Illinois 60603.

PRELIMINARY STATEMENT OF FACTS:

- A. Lender has agreed to make a first mortgage loan (the "Loan") to Borrower, which is to be evidenced by a Mortgage Note ("Note") and secured by a Mortgage and Security Agreement ("Mortgage") on certain real estate as more fully described in Exhibit "A" attached hereto and the improvements thereon ("Premises").
- B. The Mortgage is to be recorded in the County of Cook, State of Illinois.
- C. The Subtenant is the present lessee under a lease dated July 1, 1994, made by NuVision Holdings, L.L.C., an Illinois limited liability company, as landlord, demising a portion of the Premises (the "Leased Premises") (said lease and all amendments thereto being referred to as the "Sublease").
- D. As a condition precedent to Lender's disbursement of Loan Proceeds, Lender has required that Subtenant subordinate the Sublease and its interest in the Premises in all respects to the lien of the Mortgage.
- E. The Lender is disbursing the Loan proceeds in reliance upon the agreements contained in this instrument, but for which it would not disburse the Loan.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, it is hereby agreed as follows:

BOX 333-011

1. SUBORDINATION. The Sublease, and the rights of Subtenant in, to or under the Sublease and in and to the Premises, are hereby subjected and subordinated and shall remain in all respects and for all purposes subject, subordinate and junior to the lien of the Mortgage, and to the rights and interest of the from time to time holder of the Mortgage, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Sublease or possession of the Premises by Subtenant, or its predecessors in interest.

2. PURCHASE OPTIONS. Any options or rights contained in said Sublease to acquire title to the Premises are hereby made subject and subordinate to the rights of the Lender under the Mortgage, and any acquisition of title to the Premises made by Subtenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.

3. SUBTENANT TO ATTORN TO LENDER. If the interests of Borrower shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of this Borrower under the Sublease, then at Lender's option, Subtenant shall be bound to Lender under all of the terms, covenants and conditions of the Sublease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Sublease, with the same force and effect as if Lender were the landlord under the Sublease, and Subtenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interest of the Borrower under the Sublease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Subtenant shall be under no obligation to pay rent to Lender until Subtenant receives written notice from Lender that it has succeeded to the interest of the Borrower under the Sublease. The respective rights and obligations of Subtenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Sublease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Sublease in this Agreement by reference with the same force and effect as if set forth at length herein.

4. LENDER NOT BOUND BY CERTAIN ACTS OF BORROWER. If Lender shall succeed to the interest of Borrower under the Sublease, Lender shall not be liable for any act or omission of any prior landlord (including Borrower); nor subject to any offsets or defenses which Subtenant might have against any prior landlord (including Borrower); nor bound by any rent or additional rent which Subtenant might have paid for more than the then current installment; nor bound by any amendment or modification of the Sublease made without its consent. In the event of a default by Borrower under the Sublease or an occurrence that would give rise to an offset against rent or claim against Borrower under the Sublease, Subtenant will use its best efforts to set off such defaults or occurrence and prior to terminating the Sublease, Subtenant will send written notice of such defaults or an occurrence to Lender at the address of Lender as set forth above and will give Lender such time as is reasonably required to cure such default or rectify such occurrence, provided Lender uses reasonable diligence to correct the same. Subtenant agrees that notwithstanding any provision of the Sublease to the contrary, it will not be entitled to cancel the Sublease, or to abate or offset against the rent, or to exercise any other right or remedy until Lender has been given notice of default and opportunity to cure such default as provided herein.

5. PROCEEDS OF INSURANCE AND CONDEMNATION AWARDS. That Subtenant, its successors or assigns shall agree to assign and release unto Lender:

(a) All of its right, title, interest or claim, if any, in and to the proceeds of all policies of insurance covering the Premises for application upon the indebtedness secured by or other disposition thereof in accordance with the provisions of the Mortgage; and

(b) All of its right, title and interest or claim, if any, in and to all awards or other compensation made for any taking of any part of the Premises to be applied upon the indebtedness secured by or disposed of in accordance with the provisions of the Mortgage.

In the event that following any such application and disposition of the insurance proceeds and condemnation award and other compensation, any balance remains, then such excess shall be made payable to Borrower or Subtenant, as their interests may appear.

6. ASSIGNMENT OF SUBLEASE. Borrower will by a separate Assignment of Rents and Leases ("Assignment") assign its interest in the rents and payments due under the Sublease to Lender as security for repayment of the Loan. If in the future there is a default by the Borrower in the performance and observance of the terms of the Mortgage, the Lender may, at its option under the Assignment, require that all rents and other payments due under the Sublease be paid directly to it. Upon notification to that effect by the Lender, the Borrower hereby authorizes and directs Subtenant, and the Subtenant agrees, to pay any payments due under the terms of the Sublease to Lender. The Assignment does not diminish any obligations of the Borrower under the Sublease or impose any such obligations on the Lender.

7. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every from time to time holder of the Sublease or any other person having an interest therein and shall inure to the benefit of the Lender and its successors and assigns.

8. CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State where the Premises are situate.

9. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

10. NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to the addresses as set forth above, or to such other places any party hereto may by notice in writing designate shall constitute service of notice hereunder.

11. IMPROVEMENTS. Neither the Lender nor any of its successors or assigns shall have any obligation to construct or to complete any construction or to perform any work on the Premises or to prepare the Leased Premises or any part thereof for occupancy. Neither shall the Lender or its

successors or assigns be obligated to repair, replace, rebuild or restore the Leased Premises and/or the Premises in the event of damage or destruction thereto. Subtenant agrees that any improvements made by it to the Leased Premises pursuant to the Sublease will be without obligation on the part of Lender, its successors or assigns, to assume any cost or expense relative thereto and that no such improvement(s) shall occur unless satisfactory arrangements are made to ensure that no mechanic's lien, materialmen's lien or other lien shall arise against or attach to the Premises by reason thereof and to ensure that the lien of the Mortgage shall at all times be prior in right to any such lien.

12. EXECUTED FACSIMILE. The parties agree that a facsimile of this Agreement bearing the facsimile signature of the parties hereto, shall be deemed to be of the same force and effect as an original of a manually signed counterpart of this Agreement.

This Agreement is executed by Borrower solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either express or implied; all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said Mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Borrower, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

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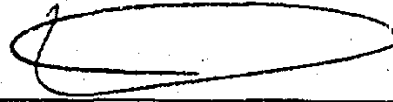
IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

SUBTENANT:

CHEVY CHASE CORP.

Attest:

By: _____



(Assistant) Secretary

Its: _____

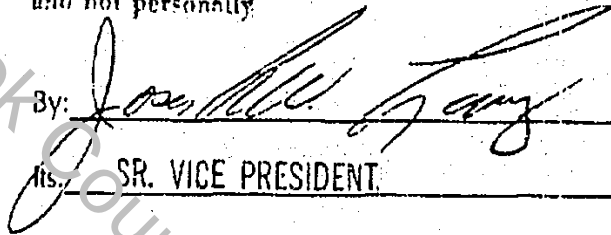
PCS

BORROWER:

LASALLE NATIONAL BANK,
as Trustee under Trust No. 122053
and not personally:

Attest:-

By: _____



Nancy A. Carlin
(Assistant) Secretary

Its: _____

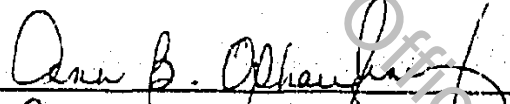
SR. VICE PRESIDENT

LENDER:

LASALLE NATIONAL BANK

Attest:

By: _____



(Assistant) Secretary

Its: _____

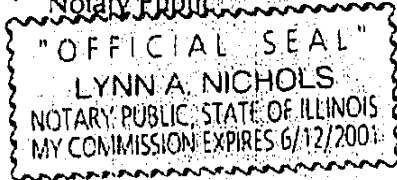
Asst Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Hartman and _____ the President and _____, respectively, of CHEVY CHASE CORP., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the 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 14th day of October, 1998.

Lynn A. Nichols
Notary Public



My Commission Expires: _____

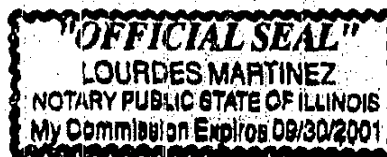
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lourdes Martinez a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY JOSEPH W. TANC SR. VICE PRESIDENT of LASALLE NATIONAL BANK, and Nancy A. Camm ASSISTANT TREASURER of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared 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 Bank, as Trustee, for the uses and purposes therein set forth; and the said ASST Secretary then and there acknowledged that as custodian of the corporate seal of said Bank (s)he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of Oct, 1998.

Lourdes Martinez
Notary Public

My Commission Expires: _____



UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COCK)

I, STEPHANIE T. BENGTESSON a Notary Public in and for said County in the State aforesaid, do hereby certify that ANN B. DSIKIAN of LASALLE NATIONAL BANK, a national banking association, and _____ of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VP. and _____, respectively, appeared 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 banking association, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that (s)he, as custodian for the corporate seal of said banking association did affix the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said banking association, for the uses and purposes set forth.

Given under my hand and notarial seal this 15 day of October, 1998.

Stephanie Bengtesson
Notary Public

My Commission Expires: _____

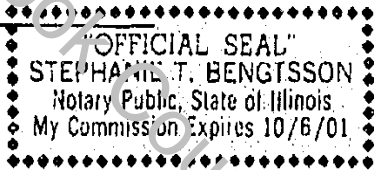


EXHIBIT "A"

PIN NO. 17-334-119-0480; 17-34-119-049-0000

ADDRESS: 3400 South Indiana Avenue, Chicago, Illinois

PARCEL 1:

LOTS 1 THROUGH 9 INCLUSIVE IN BOWERS AND LIEBRANDT'S RESUBDIVISION OF LOTS 1 TO 5 INCLUSIVE IN BLOCK 7 IN J. WENTWORTH'S SUBDIVISION OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO
PARCEL 2:

LOTS 6 THROUGH 20 INCLUSIVE IN BLOCK 7 IN J. WENTWORTH'S SUBDIVISION OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO
PARCEL 3:

ALL OF THE NORTH-SOUTH VACATED ALLEY, GENERALLY 10 FEET WIDE, LYING WEST AND NORTH WEST OF LOTS 4 TO 9, BOTH INCLUSIVE, AND LYING EAST AND SOUTH EAST OF LOT 3, WHICH LIES SOUTH OF THE NORTH LINE OF SAID LOT 4, EXTENDED WEST, AND LIES NORTH OF THE SOUTH LINE OF THE EAST AND WEST PUBLIC ALLEY, GENERALLY 14 FEET WIDE LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 3, BOTH INCLUSIVE, ALL IN BOWERS AND LIEBRANDT'S RESUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS;

ALSO
PARCEL 4:

ALL OF THE EAST-WEST VACATED ALLEY GENERALLY 14 FEET WIDE, LYING SOUTH AND SOUTH EAST OF LOTS 1, 2 AND 3 WHICH LIES EAST OF THE WEST LINE OF SAID LOT 1, EXTENDED SOUTH AND LIES WEST OF THE EAST LINE OF SAID LOT 3 EXTENDED SOUTH, ALL IN BOWERS AND LIEBRANDT'S RESUBDIVISION AFORESAID ALL IN SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.