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RETURN RECORDED DOCUMENT NO:

6/07/0022 53 001 Page 1 of 6  
1999-08-09 10:17:51  
Cook County Recorder 31.50

WALGREEN CO.  
200 Wilmot Road, Dept. #51  
Deerfield, Illinois 60015  
Attn: Ken White



99754372

This Instrument Prepared by:

200 Wilmot Road, Deerfield, Illinois 60015

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** made in multiple copies as of the 26th day of January, 1999, by and between **FIRSTAR BANK ILLINOIS** ("Mortgagee"), and **BOND DRUG COMPANY OF ILLINOIS**, an Illinois corporation ("Tenant");

**WITNESSETH:**

**WHEREAS**, Mortgagee is the holder of <sup>two</sup> a Note in the original/principal amount of \$3,535,000; secured by a Mortgage dated February 11, 1999, by Cook's Ice Assocs, Ltd, a(n) Illinois limited liability company ("Landlord"), recorded on February 18, 1999, as Document No. 99163295, in the Official Records of Cook County, Illinois, covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

**WHEREAS**, by Lease dated August 18, 1998, ("Lease"), recorded by Memorandum of Lease of even date, on January 25, 1999, as Document No. 99078015, in the Official Records of Cook County, Illinois, Landlord, as landlord, leased to Tenant, as tenant, the property described on Exhibit "A" ("Leased Premises");

**WHEREAS**, Mortgagee and Tenant desire to confirm their understanding with respect to said Lease and said Mortgage;

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

(This instrument prepared by Ken White, 200 Wilmot Road, Deerfield, Illinois 60015)

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1. Subject to the covenants, terms and conditions of this Agreement, the lien of said Lease is hereby subordinated to the lien of said Mortgage. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.

2. In the event Mortgagee or any other party acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or otherwise, said Lease shall remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, Mortgagee or any other party shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder, provided that Tenant is not in continued default, after notice and the time to cure, as provided for in the Lease, in the payment of rent or otherwise under the terms of said Lease.

3. So long as Mortgagee shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Mortgagee when Mortgagee is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage, or otherwise, and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease.

4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Leased Premises.

5. Mortgagee shall promptly advise Tenant upon the release, cancellation or termination of said Mortgage.

6. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

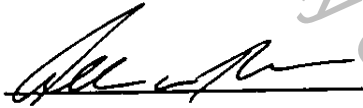
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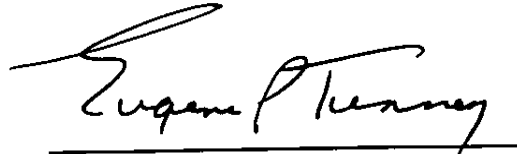
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

BOND DRUG COMPANY OF ILLINOIS

FIRSTAR BANK ILLINOIS

*kw*  


Allan Resnick, Vice President



EUGENE P. TUNNEY  
Vice Pres.

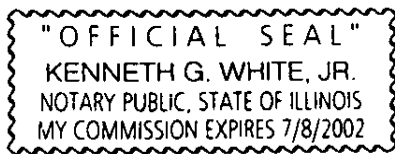
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STATE OF ILLINOIS            )  
  )  
COUNTY OF LAKE            )

I, Ken White, a Notary Public, do hereby certify that Allan Resnick, personally known to me to be an Vice-President, respectively, of BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 26th day of January, 1999



*[Handwritten Signature]*  
Notary Public

My commission expires:

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STATE OF Illinois )  
 )  
COUNTY OF Cook )

I, Ned S. Robertson, a Notary Public, do hereby certify that Wynne P. Wilsey, personally known to me to be an Senior Vice President respectively, of Bank One Illinois and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 11<sup>th</sup> day of February, 19 99

Ned S. Robertson  
Notary Public, State of Illinois  
My Commission Exp. 08/25/2000  
"OFFICIAL SEAL"

My commission expires: :

Notary Public's Office

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EXHIBIT A

99754372

Legal Description

LOT 7 IN BRAYTON FARMS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 7, 610.25 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREES 01 MINUTES 28 SECONDS EAST, 360.00 FEET TO THE SOUTHWEST CORNER OF LOT 7; THENCE SOUTH 60 DEGREES 08 MINUTES 53 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOT 7, 297.28 FEET; THENCE NORTH 0 DEGREES 01 MINUTES 28 SECONDS WEST, 507.97 FEET; THENCE SOUTH 90 DEGREES WEST, 257.76 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THOSE PARTS TAKEN FOR CRAWFORD AVENUE AND 123RD STREET, ALL IN BRAYTON FARMS, A SUBDIVISION IN THE NORTH 1/2 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pulaski + 123rd, Alsip, IL

Cook County Clerk's Office