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

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Reference is made to a certain Lease dated July 11, 1988, as modified by Lease Amendment and Extension, dated December 14, 1992, between St. Andrews Properties, Inc., as agent for Munster Shopping Center Limited Partnership, and Atkinson Enterprises, Inc., a(n) ILLINOIS corporation ("Tenant"), (the "Lease") pertaining to the premises legally described in Exhibit "A" attached hereto (the "Premises").

LaSalle National bank, a national banking association, ("Mortgagee") holds a first mortgage encumbering the Premises and other property located on the Premises (the "Mortgage"), which evidenced by Landlord's note to Mortgagee and notwithstanding anything in the Lease to the contrary, Mortgagee and Tenant hereby agree:

1. The Lease and the rights of Tenant thereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of the Mortgage and to all advances made or hereafter to be made upon the security thereof.

2. Upon the foreclosure of the Mortgage by power of sale, voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall, subject to the provisions of Paragraph 4 below, attorn to and recognize Mortgagee or the purchaser of the Premises at any foreclosure sale or the grantee of a deed in lieu of foreclosure with respect to the Premises (such purchaser or grantee hereinafter referred to as a "Foreclosure Purchaser") as Tenant's landlord.

3. Neither Mortgagee, its successors or assigns, nor any Foreclosure Purchaser shall in any way of to any extent be obligated or liable to Tenant (i) for any prior act, or default on the part of the original or any subsequent landlord (prior to foreclosure of the Mortgage) under the Lease, or (ii) for any security deposit or any other sums deposited with the original or any subsequent landlord under the Lease, and not physically delivered to Mortgagee, its successors or assigns, or (iii) under any provision in the Lease relating to a duty or obligation of the original or any subsequent landlord first accruing prior to the foreclosure or transaction in lieu of foreclosure, or (iv) with respect to the construction and completion of any improvements on the Premises.

After recording, pls. return to:
MAH

**MILLER, SHAKMAN, HAMILTON,
KURTZON & SCHLIFKE
208 S. LASALLE ST., SUITE 1100
CHICAGO, IL 60604**

AUG 13 1 18 PM '93
SAMUEL OLLICH
RECORDER

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR REC'D

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ct

Chicago Title Insurance Company

4. Tenant's right to possession of the Premises shall not be disturbed (and the rent and all other provisions of the Lease shall be honored without any changes or modifications whatsoever) by Mortgagee, its successors or assigns, provided Tenant is not in default under the Lease (beyond any period given to Tenant to cure such default) and shall continue to observe and perform its obligations under the Lease and shall pay Base Rent and other charges as provided in the Lease without any offset or other defense.

5. Tenant agrees to give Mortgagee or any Foreclosure Purchaser, by registered or certified mail, notice of any default by Landlord under the Lease and Mortgagee shall have the right to cure such default within a reasonable period of time following receipt of such notice. The Lease may not be modified or amended so as to reduce the rent or other charges or shorten the term or in any other material respect, nor shall the Lease be cancelled or surrendered without the prior written consent of Mortgagee.

6. This Agreement shall terminate upon the death of Mortgagee and its successors and assigns and to any successor assign of Tenant consented to by Mortgagee; provided, that upon Mortgagee's assignment of its interest, all obligations and liabilities of Mortgagee shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of Mortgagee's assignee.

7. All notices hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) received after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service, or (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private courier service and (b) addressed as follows:

To Mortgagee: LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603
Attn: Sara H. Clark
Assistant Vice President

With copy to : Michael S. Kurtzon
Miller, Shakman, Hamilton & Kurtzon
208 South LaSalle Street
Suite 1200
Chicago, Illinois 60604

To Tenant: Kim and Brian Atkinson
Atkinson Enterprises, Inc.
101 Bonnie Court
Thornton, IL 60476

To Landlord: St. Andrews Properties, Inc., as Agent for
Munster Shopping Center Limited Partnership
135 S. LaSalle Street, Suite 640
Chicago, IL 60603

or to each such party at such other address as such party may designate in a written notice to the other party.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9. The parties hereto have executed this Agreement on the 15th day of July, 1993.



ATTEST:

By: [Signature]
Its: ATVP

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

ATTEST:

By: _____
Its: _____

TENANT: Atkinson Enterprises, Inc.
By: [Signature]
Brian Atkinson, its President

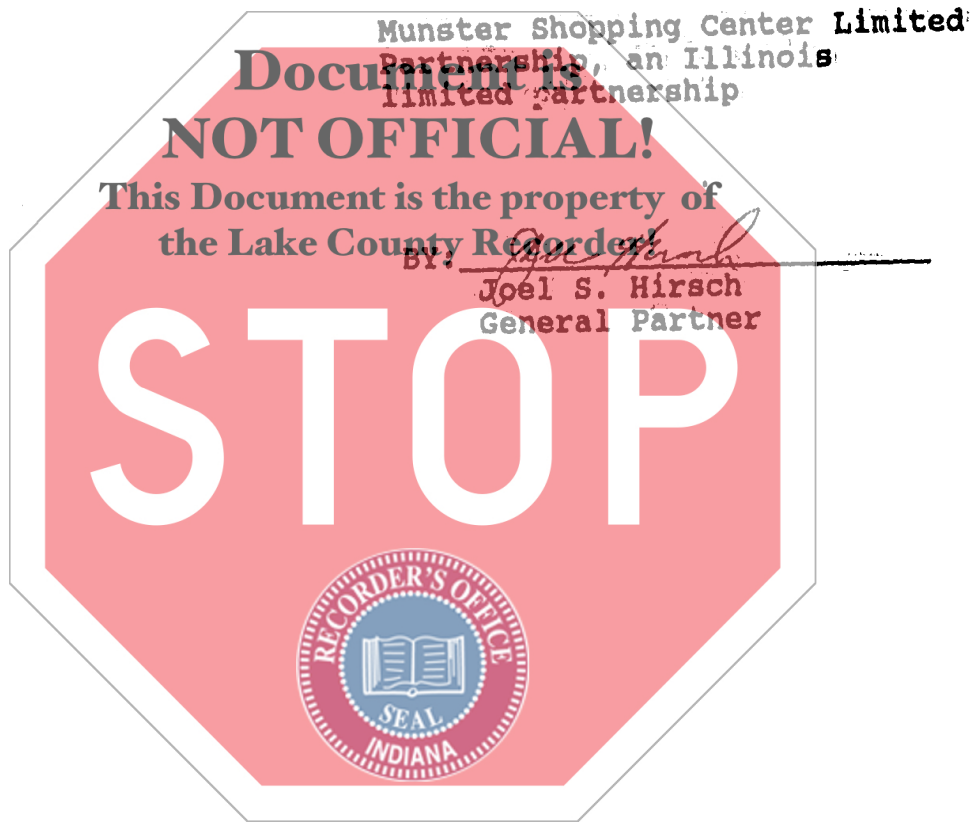
By: [Signature]
Kim Atkinson, its Secretary

ATTEST:

By: _____
Its: _____

AGREEMENT BY LANDLORD

The undersigned, as one of the Mortgagors under the Mortgage, agrees for itself and for its successors and assigns that (i) the foregoing Subordination, Attornment and Non-disturbance Agreement (the "Agreement") does not constitute a waiver or partial waiver by Mortgages of any of its rights under the Mortgage and (ii) the Agreement does not in any way release the undersigned as one of the Mortgagors from its obligations to comply with every term, provision, condition, covenant, agreement, representation, warranty and obligation of the Mortgage, and that each of same remain in full force and effect and must be complied with by the undersigned as one of the Mortgagors thereunder.



ACKNOWLEDGMENT OF MORTGAGEE SIGNATURE

STATE OF ILLINOIS)
COUNTY OF COOK)

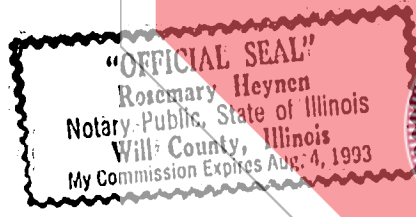
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that MATTHEW T NAPOLI, ASST Vice President and CARLO R. ELLI, ASST Vice President Secretary of LaSalle National Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST Vice President and ASST Vice President Secretary 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 of said company for the uses and purposes thereof. This document is the property of the Lake County Recorder!

GIVEN under my hand and Notarial Seal this 21 day of July, 1993.

(NOTARY SEAL)

Rosemary Heynen
Notary Public

My Commission expires 8/4/93



ACKNOWLEDGMENT OF TENANT SIGNATURE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, LINDA M. STEPNEY, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Brian Wilson, President of _____ a(n) _____ corporation and Tim Wilson, Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President Secretary, 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 company for the uses and purposes therein set forth.

Document is the property of the Lake County Recorder!

GIVEN under my hand and official seal this 16th day of July, 1993.

(NOTARY SEAL)



Linda M. Stepney
Notary Public

My Commission expires: 05/13/97



ACKNOWLEDGMENT OF LANDLORD SIGNATURE

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 Joel S. Hirsch, General Partner of Munster Shopping Center Limited Partnership, an Illinois limited partnership, (the "Limited Partnership"), the beneficiaries of Lake County Title and Trust Company, not personally, but as Trustee under Trust Agreement dated June 29, 1977, and known as Trust No. 2550, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the free and voluntary act of the Limited Partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 10th day of July, 1992.

Linda M. Stepney (SEAL)
Notary Public

My Commission expires: 05/13/97

"OFFICIAL SEAL"
Linda M. Stepney
Notary Public, State of Illinois
My Commission Expires May 13, 1997

