

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
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THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 18 day of March, 1994, by and between First National Bank of East Chicago, Indiana ("Mortgagee") and WALGREEN CO., an Illinois corporation ("Tenant");

WITNESSETH:

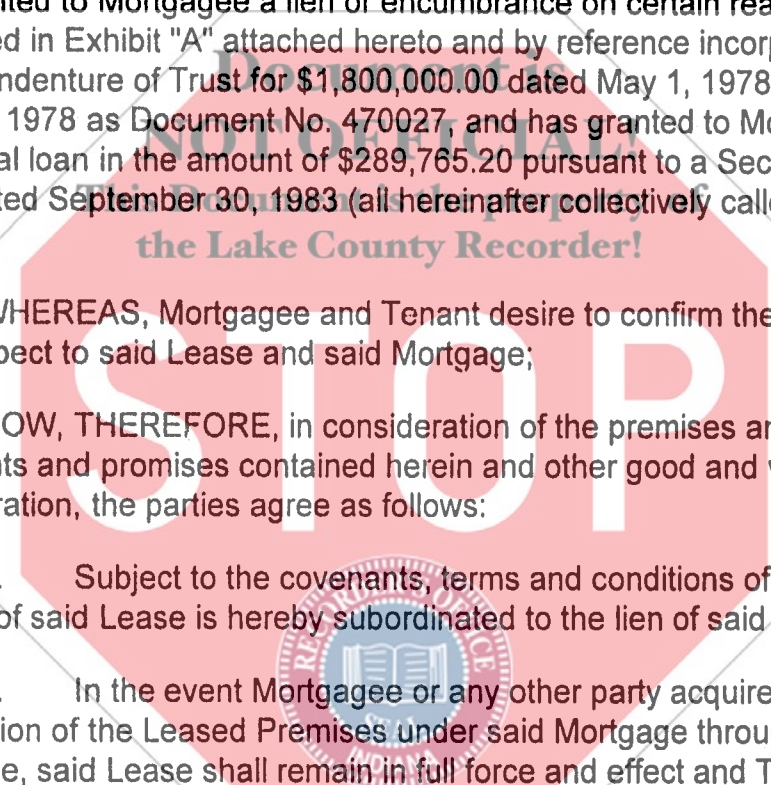
WHEREAS, by Lease dated May 4, 1978 as modified by Lease Modification Agreement dated June 14, 1993, by and between Gainer Bank, National Association, as Trustee under Trust No. P-5844, as Landlord ("Landlord"), and Walgreen Co., as Tenant ("Tenant"), Landlord leased to Tenant certain premises therein described ("Leased Premises") as part of the Shopping Center located at the Northwest corner of Indianapolis Boulevard and 148th Street, City of East Chicago, State of Indiana, ("Shopping Center"), all as legally described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City of East Chicago, Indiana, a municipal corporation, has granted to Mortgagee a lien or encumbrance on certain real property described in Exhibit "A" attached hereto and by reference incorporated herein by certain Indenture of Trust for \$1,800,000.00 dated May 1, 1978, and recorded May 25, 1978 as Document No. 470027, and has granted to Mortgagee an additional loan in the amount of \$289,765.20 pursuant to a Secured Business Note dated September 30, 1983 (all hereinafter collectively called "Mortgage"); and

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:

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.
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, including any amendments, extensions or renewals thereof, as Landlord and by all of Tenant's rights thereunder, provided that Tenant is not in continued default, after notice, in the payment of rent or otherwise under the terms of said Lease. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease, including any amendments, extensions or renewals thereof shall prevail.
3. So long as Mortgagee shall be bound by the terms and conditions of said Lease, including any amendments, extensions or renewals thereof, 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.



RECORDED
APR 21 9 02 AM '94

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
CHICAGO, ILLINOIS 60601

FOR THE DOCUMENT TO:
H. Butler - Law Dept.
Deerfield, IL 60015



(This Instrument Prepared by William A. Montgomery, Jr., 200 Wilmot Road, Deerfield, Illinois 60015)

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4. In the event any proceedings are brought by Mortgagee in connection with or arising out of said Mortgage, including, but not limited to, any foreclosure or other such action to enforce payment of any amounts due Mortgagee, provided that Tenant is not in continued default after notice, in the payment of rent or otherwise under the terms of the Lease, Mortgagee agrees that it shall not join Tenant as a party to any such action or proceeding, unless such joinder is expressly required by law and then only for the purpose of foreclosing such mortgage and in which case Mortgagee shall plead the provisions of this agreement and acknowledge the non-disturbance provisions of this agreement. The foregoing limitation shall not be applicable if Tenant is in default as provided for in the Lease.

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.

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

By William A. Shiel
Vice President
Print name: William A. Shiel

FIRST NATIONAL BANK OF
EAST CHICAGO, INDIANA N/K/A
NATIONAL CITY BANK, INDIANA
By David J. Dohk
Print name: DAVID J. DOHK
SENIOR VICE PRESIDENT

Attest:
E. H. King
Assistant Secretary
Print name: E. H. King



Attest:
Thomas J. Zic
VICE PRESIDENT
Print name: Thomas J. Zic

Witnesses:
W.A. Montgomery
Print name: W.A. Montgomery

Witnesses:
Julie M. Mitchell
Print name: JULIE M. MITCHELL

L.M. Bishop
Print name: L.M. Bishop

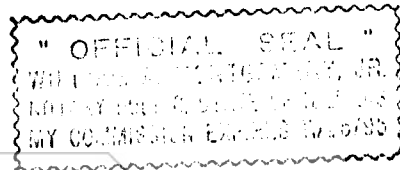
Marcella V. Brown
Print name: MARCELLA V. BROWN

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

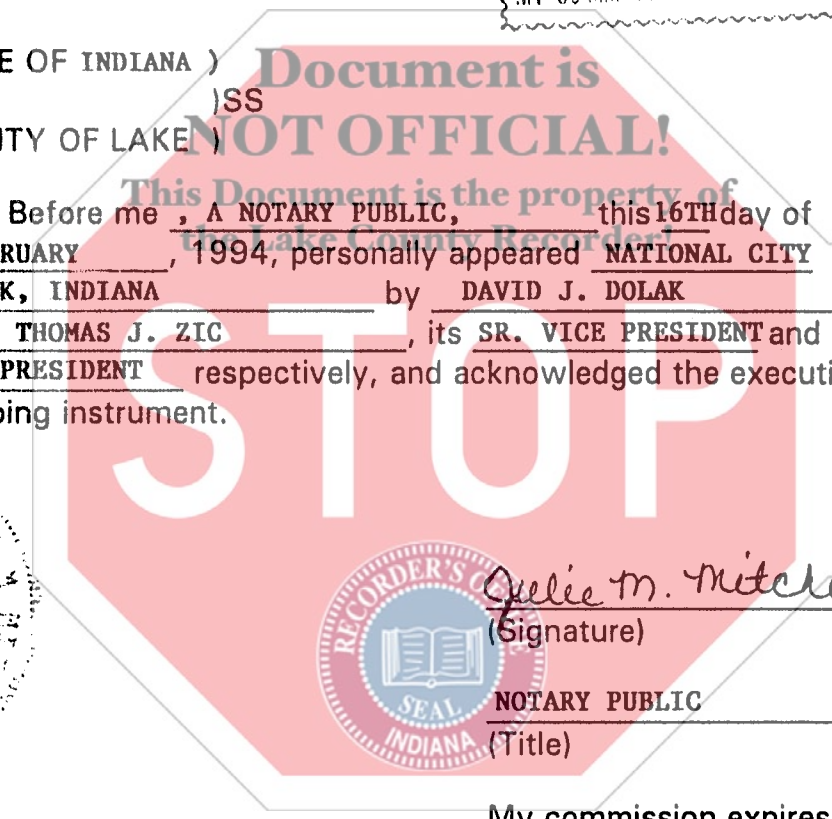
Before me, a notary public, this 21 day of March, 1994,
personally appeared WALGREEN CO. by William A. Shiel and
E. H. King, its Vice President and Assistant Secretary,
respectively, and acknowledged the execution of the foregoing instrument.

Wm Montgomery
Notary Public

My commission expires:



STATE OF INDIANA)
) ss
COUNTY OF LAKE)



Before me, A NOTARY PUBLIC, this 16TH day of
FEBRUARY, 1994, personally appeared NATIONAL CITY
BANK, INDIANA by DAVID J. DOLAK
and THOMAS J. ZIC, its SR. VICE PRESIDENT and
VICE PRESIDENT respectively, and acknowledged the execution of the
foregoing instrument.



Julie M. Mitchell
(Signature)
NOTARY PUBLIC
(Title)

My commission expires: 11/6/97
County of Residence: Lake

EXHIBIT "A"

Lots 13 to 25, both inclusive and that part of Lot 26 all in Block 4, also Lots 13 to 23 both inclusive, and that part of Lot 24 and Lots 30 to 46 both inclusive, all in Block 5, also that part of the North and South 16 foot alley in said Block 5 and that part of Olcott Avenue lying between said Blocks 4 and 5, all taken as one tract, described as follows: Beginning at the Northwest corner of said Lot 13 in Block 5; thence South 89 degrees 59 minutes 07 seconds East, 522.34 feet along the North line of Lots 13 and 46, and its extensions in said Block 5 and along the North line of Lot 13 in said Block 4 to the Northeast corner of said Lot 13; thence South 0 degrees 59 minutes 51 seconds West, 339.65 feet along the East line of Lots 13 to 26 in said Block 4 to a point 95.00 feet North of the Southeast corner of Lot 29 in said Block 4; thence North 89 degrees 00 minutes 09 seconds West along a line drawn perpendicularly to said East line, 209.00 feet; thence South 0 degrees 59 minutes 51 seconds West along a line drawn parallel with the East line of Lots 13 to 29 in said Block 4, 98.41 feet to the point of intersection with the Westerly extension of the South line of Lot 29 in said Block 4; thence North 89 degrees 56 minutes 12 seconds West, 163.15 feet along said westerly extension and along the South line of Lot 30 and its extension in said Block 5 to the East line of the West $\frac{1}{2}$ of the North and South 16 foot alley in said Block 5; thence North 0 degrees 59 minutes 00 seconds East along said East line 140.10 feet to the North line extended of the South 10.50 feet of Lot 24 in said Block 5; thence North 89 degrees 57 minutes 06 seconds West, 150.07 feet along said North line to the West line of said Lot 24; thence North 0 degrees 59 minutes 19 seconds East, 294.15 feet along the West line of Lots 24 to 13 in said Block 5 to the place of beginning, all being in the Subdivision of the Southeast $\frac{1}{4}$ of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Indiana as the same appears of record in Plat Book 2, Page 11, in the Recorder's Office of Lake County, Indiana.

