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STATE OF INDIANA 83886 LD
LAKE COUNTY
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MARGARETTE CLEVELAND
RECORDER

Chicago Title Insurance Company

9888870

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

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("Agreement") made in multiple copies as of the 28th day of March, 1996, by and between **MUTUAL TRUST LIFE INSURANCE COMPANY**, a(n) Illinois corporation ("Mortgagee") and **WALGREEN CO.**, an Illinois corporation ("Tenant");

WITNESSETH:

WHEREAS, by Lease dated January 16, 1994 ("Lease"), by and between Lake County Trust Company, as Trustee, under trust agreement dated October 27, 1994 and known as Trust No. 4595, as Landlord ("Landlord"), leased to Tenant certain premises therein described and located at 6905 Kennedy Avenue, Hammond, Indiana ("Leased Premises"), all as legally described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Landlord 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 Mortgage Recorder!, dated March 18, 1996, ("Mortgage"); and

and recorded April 1, 1996, as Document No. 96020712

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 possession 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, 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 shall prevail.
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 possession of the Leased Premises under the same terms and conditions of said Lease.
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,

M⁰⁰ct

Mortgagee agrees that it shall not join Tenant as a party to any such action or proceeding.

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 land.

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

WALGREEN CO.

MUTUAL TRUST LIFE INSURANCE COMPANY

By [Signature]
Vice President

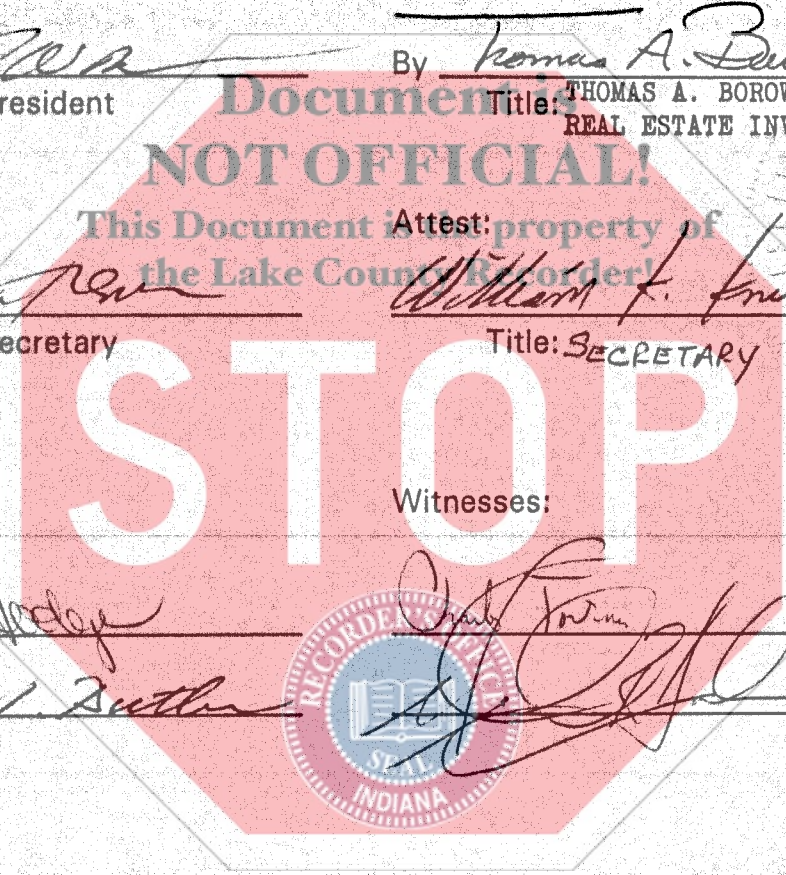
By Thomas A. Borow
Title: THOMAS A. BOROW, VICE PRESIDENT
REAL ESTATE INVESTMENTS

Attest:
[Signature]
Assistant Secretary

Attest:
[Signature]
Title: SECRETARY

Witnesses:
[Signature]
[Signature]

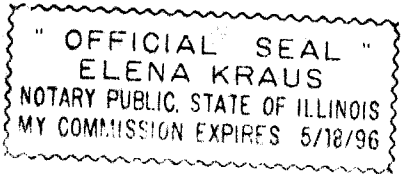
Witnesses:
[Signature]
[Signature]



STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

Before me ELENA KRAUS, this 28th day of March, 1996, personally appeared **WALGREEN CO.**, by David Bernauer and Allan M. Resnick, its Vice President and Assistant Secretary respectively, and acknowledged the execution of the foregoing instrument.

(Seal)



Elena Kraus
(Signature)

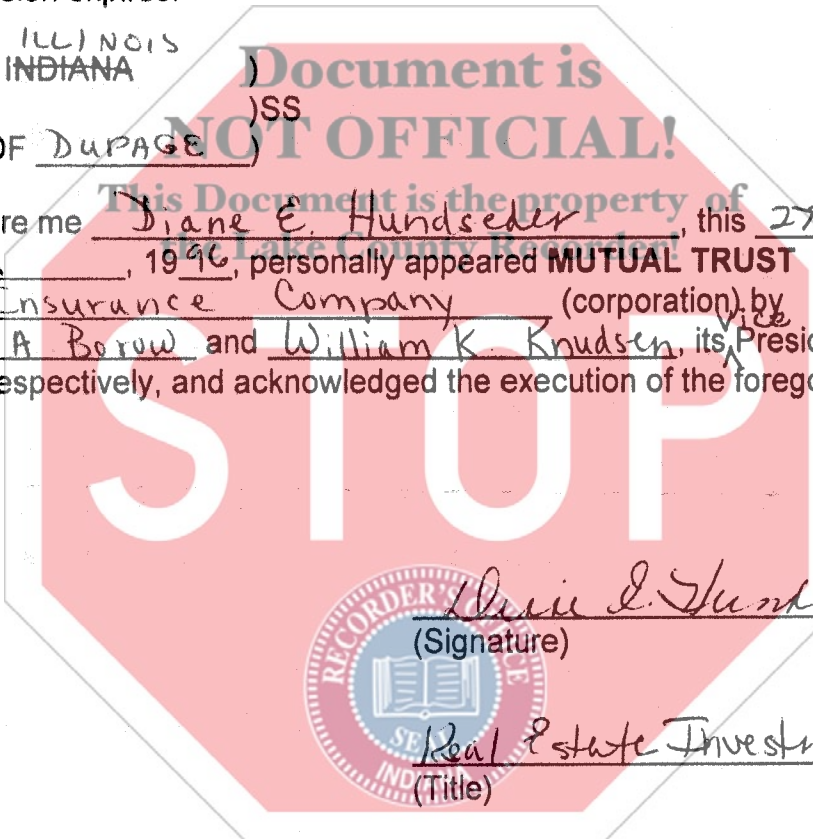
notary public
(Title)

My commission expires:

ILLINOIS)
STATE OF INDIANA)SS
COUNTY OF DUPAGE)

Before me Diane E. Hundseher, this 27th day of March, 1996, personally appeared **MUTUAL TRUST Life Insurance Company** (corporation) by Thomas A. Borow and William K. Knudsen, its President and Secretary respectively, and acknowledged the execution of the foregoing instrument.

(Seal)



Diane E. Hundseher
(Signature)

Real Estate Investment Analyst
(Title)

My commission expires:



Exhibit A

PARCEL 1: Lot 17 and the North half of Lot 16, John L. Hess Addition, to Hammond, as shown in Plat Book 21, page 46, and the East 1/2 of the 20 foot alley lying West of and adjacent to said lots, in Lake County, Indiana.

PARCEL 2: The North 130.71 feet of the West half of the West half of the Northwest Quarter of the Southeast Quarter of Section 9, Township 36 North, Range 9 West of the 2nd P.M., in the City of Hammond, Lake County, Indiana, except the northern 35 feet thereof, by parallel lines, taken for street purposes and easterly and westerly portions thereof taken for, respectively, Alabama Avenue and Kennedy Avenue.

PARCEL 3: Lots "A" and "B", Redivision of Lots 1, 2 and the North 10 feet of Lot 3, John L. Hess Addition, in the City of Hammond, as shown in Plat Book 22, page 55, and the West 1/2 of the 20 foot alley lying East of and adjacent to said lots, in Lake County, Indiana.

PARCEL 4: The South 15 feet of Lot 3, all of Lot 4 and the North 8 feet of Lot 5 and the West half of the 20 foot alley lying East of and adjacent to said South 15 feet of Lot 3, all of Lot 4 and the North 8 feet of Lot 5; and Lot 15 and the South half of Lot 16 and the East half of the 20 foot alley lying West of and adjacent to said lots, John L. Hess Addition, in the City of Hammond, as shown in Plat Book 21, page 46, in Lake County, Indiana.

