

PREPARED BY AND AFTER
RECORDING RETURN TO:

LaSalle Bank National Association **98051804**
4747 West Irving Park Road
Chicago, Illinois 60641
Attn: Michael D. Smith

LAKE COUNTY
RECORDING DEPARTMENT
98 JUN - 2 AM 11: 07
MORTGAGE

KEY NOS: 31-46-14 and 15
TAX UNIT NO. 24
KEY NOS: 31-46-8 and 11
TAX UNIT NO. 24

PROPERTY ADDRESS:

2000 Gary Road
East Chicago, Indiana

63915
NOT OFFICIAL!
LAWYERS TITLE INS COOP
ONE PROFESSIONAL CENTER
STATE ST
CROWN POINT, IN 46307

**This Document is the property of
the Lake County Recorder!**
LEASE SUBORDINATION AGREEMENT!

THIS AGREEMENT is made and entered into as of June 15, 1998 between MI-JACK PRODUCTS, INC., an Illinois corporation, with its principal place of business at 3111 W. 167th Street, Hazel Crest, Illinois 60429 (the "Tenant"), and LASALLE BANK NATIONAL ASSOCIATION, with its principal office at 4747 West Irving Park Road, Chicago, Illinois 60641 ("Bank").

A. Tenant has entered into a lease dated as of September 8, 1997 (the "Lease") with Lantech, Inc., an Illinois corporation (the "Landlord"), relating to premises located at 2000 Gary Road, East Chicago, Indiana, as more specifically described on Exhibit A attached hereto (the "Premises"); and

B. Landlord has executed that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement of even date hereof, and recorded with the Lake County, Indiana Recorder of Deeds on _____, 1998 as Document No. 98051803 (the "Mortgage") securing, among other things, a Note of even date hereof signed by Landlord in the principal amount of \$425,000 and granting a lien in the Premises in favor of Bank (the Mortgage, the aforesaid Note and all other documents executed in connection therewith being collectively referred to herein as the "Loan Documents"); and

C. Bank and Landlord wish to provide for subordination of the Lease.

17.00
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NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Subordination. The Lease, together with any and all amendments, renewals or modifications thereto, is and shall be subject and subordinate in all respects to the Loan Documents, to all advances made thereunder, and to any renewals, extensions, modifications or replacements of the Loan Documents.

2. Lease Superior. Tenants hereby acknowledges and agrees that Bank shall have the right at any time to elect, by a notice in writing given to Landlord and Tenant, to make the Lease superior to the Loan Documents, and, upon the giving of such notice to Tenant, the Lease shall be deemed to be prior and superior to such Loan Documents and the interest thereby created and evidenced.

3. Lease Amendments. The Lease shall not, after the date hereof, be terminated, surrendered, renewed (except as specifically permitted by the Lease), or modified without first obtaining the prior written consent of Bank, and rent shall not be paid more than one month in advance.

4. Security Assignment. The Tenant hereby acknowledges that the interest of the Landlord under the Lease shall be assigned to Bank solely as security for the Loan Documents, and the Bank (a) shall not be liable for any claims for damages or setoffs arising out of Landlord's interest in the Property, for the return of any security deposit unless it has specifically been received by the Bank, for any act committed by the Landlord or any breach or failure to perform by the Landlord, and (b) shall not be obligated by reason of the Assignment of Rents or the exercise of any rights granted therein to perform any obligation of the Landlord.

5. Bank's Right to Cure. In the event of any default by Landlord under the Lease, Tenant shall promptly give notice of such default to Bank and, in such event and prior to the exercise by Tenant of any of its rights or remedies under the Lease or otherwise with respect to such default, Bank shall have the right, but not the obligation, to cure such default within thirty (30) days following the receipt of such notice (except that if Bank cannot reasonably cure such default within such thirty day time period, such period shall be extended for a reasonable additional period of time, provided that Bank commences to take action in order to cure such default within such additional period and proceeds diligently thereafter to effect

such cure), and, if Bank does cure such default, then the Lease shall remain in full force and effect.

6. Attornment. Notwithstanding the subordination of the Lease as aforesaid, in the event that Bank or any other party succeeds to the rights of Landlord under the Lease ("Successor Landlord"), whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Bank, then upon the written request by Bank to do so, the Tenant agrees that (a) it shall attorn to, and be liable to and recognize Successor Landlord as the lessor under the Lease for the balance of the term of the Lease upon and subject to all the terms and conditions of this Agreement and of the Lease; (b) thereafter, it shall make payments of rent to Successor Landlord, and otherwise perform all of Tenant's obligations set forth in the Lease; (c) Successor Landlord shall be responsible only for the performance of those of Landlord's obligations to be performed during the period of the Successor Landlord's ownership; and (d) Tenant shall look solely to the interest of Successor Landlord in the Property for recovery of any judgment, it being specifically agreed that neither Successor Landlord, nor Bank, nor anyone claiming under Successor Landlord or Bank, shall ever be personally liable for lessor's obligations under the Lease or any such judgment in connection therewith.

7. Binding Effect. This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first appearing above.

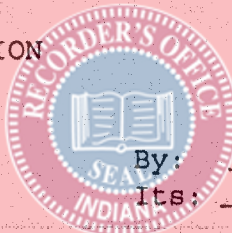
LASALLE BANK NATIONAL ASSOCIATION

By: _____

Its: _____

Michael D. Smith
F. V. P.

MICHAEL D. SMITH



By: _____

Its: _____

Mike Lanigan
PRESIDENT

MIKE LANIGAN

60876.1

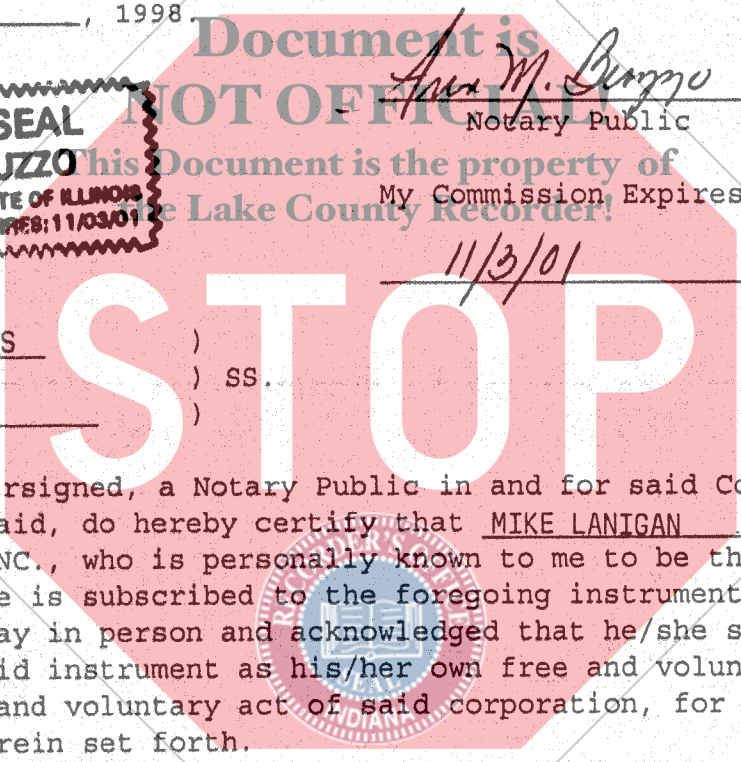
STATE OF IL)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL D SMITH of LASALLE BANK NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of June, 1998.



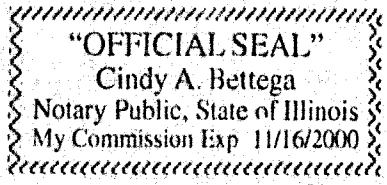
Ann M. Buzzo
Notary Public
My Commission Expires: 11/3/01



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MIKE LANIGAN of MI-JACK PRODUCTS, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 18TH day of JUNE, 1998.



Cindy A. Bettega
Notary Public
My Commission Expires: 11.16.2000

LEGAL DESCRIPTION

Parcel 1: A portion of the North half of the Northwest Quarter of Section 34, Township 37 North, Range 9 West of the 2nd P.M., in the City of East Chicago, Lake County, Indiana, more particularly described as follows:

Commencing at the point of intersection of a line parallel to and 90 feet North of the One Hundred (100) foot right of way of the Elgin Joliet and Eastern Railway Company, (as conveyed to C.H. Ackert, Trustee, by deed dated August 14, 1899, and recorded in Book 89, Pages 325 to 329, in the office of the recorder of Lake County, Indiana) with the center-line of Gary Avenue; thence Westerly a distance of 72.19 feet to the Southwesterly right of way line of said Gary Avenue; thence Southeasterly on and upon said Southwesterly right of way line of Gary Avenue a distance of 163.62 feet to the North line of said 100 foot right of way; thence Westerly on and upon said North line of the 100 foot right of way a distance of 635.00 feet; thence Northerly at right angles to said 100 foot right of way distance of 90.00 feet to a point on the line parallel to and 90 feet North of said 100 foot right of way, said point being 571.99 feet West of the place of commencement herein; thence continuing Northerly at right angles to said 100 foot right of way a distance of 380.75 to the intersection of the center line of Gary Avenue; thence Southeasterly on and upon said center line of Gary Avenue to the place of commencement.

Excepting therefrom the following: That portion of land commencing at the point of intersection of a line parallel to and 90 feet North of 100 foot right of way of the Elgin, Joliet and Eastern Railway Company, (as conveyed to C.H. Ackert, Trustee, by deed dated August 4, 1899, and recorded in Book 89, Pages 325 to 329), with the center line of Gary Avenue, thence Westerly a distance of 361.74 feet on said described parallel line; thence Northerly at right angles from said described parallel line 240.39 feet to its intersection with the aforesaid center line of Gary Avenue; thence Southeasterly on said center line of Gary Avenue to the place of beginning.

Parcel 2: A portion of the Northwest Quarter of Section 34, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at a point on a line parallel with and 90 feet North of the 100 foot right of way of Elgin Joliet and Eastern Railway Company (as conveyed to C.H. Ackert, Trustee, by deed dated August 14, 1899 and recorded in Lake County, Indiana Recorder's Deed Book 89 at Pages 325 to 329), said point being 571.99 feet West of the intersection of said described parallel line with the center line of Gary Avenue; thence Westerly on and upon said parallel line a distance of 996.9 feet to the West line of the Northwest Quarter of Section 34, Township 37 North, Range 9 West, Lake County, Indiana, said West line further being the center line of Parrish Avenue at this point; thence Southerly on and upon said West line of the Northwest Quarter a distance of 90.07 feet to the North line of the 100 foot right of way of the E.J. and E. Railway Company; thence Easterly on and upon North line of the 100 foot right of way a distance of 993.94 feet; thence Northerly at right angles to said North line a distance of 90.00 feet to the place of commencement.

Parcel 3: Part of the Northwest Quarter of Section 34, Township 37 North, Range 9 West of the Second Principal Meridian, East Chicago, Lake County, Indiana, described as follows: Beginning at a point, said point being on a line parallel with and 90.0 feet North of the 100.0 foot right of way of the E.J. and E. Railway Company a distance of 571.99 feet West of the intersection of said described parallel line with the center line of Gary Avenue; thence Westerly along said described parallel line a distance of 195.46 feet; thence Northerly along a line that is at right angles to said described parallel line a distance of 510.85 to the center line of Gary Avenue; thence Southeasterly along said center line of Gary Avenue a distance of 236.78 feet; thence Southerly along a line which intersects the said described parallel line at right angles a distance of 380.75 feet to the place of beginning.

PROPERTY ADDRESS: 2000 GARY ROAD, EAST CHICAGO, INDIANA

KEY NOS: 31-46-14 AND 15, TAX UNIT NO. 24
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