K. Sterr, GNA 3300 One Union Squere Seattle, WA 98101

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

	THIS	AGF	REEME	NT,	made	an	d en	ter	eđ i	Into	8 5	of	the	_2	5+4
day	of _	Apri	1		1986	_, 1	by a	ınd	betv	veen	Zal	e Co	onst	ructi	on
Compa	ny. I	nč	an :	Illir	nois	Corr	ora	<u>tion</u>							
("Te	nant'	') wi	105e	add	ress	is	230	2 E.	Rand	Road	L Ar	lingt	on H	eights	<u> </u>
and	GNA LI	FE IN	SURAN	CE CO	MPANY								an O	klahon	na
corp	orati	on ("Len	der"), W	hose	ad	dre	i aa	.s S1	uite	33	00,	One	union
Squa	re, S	Seatt	le, N	dash:	ingto	91	B101	•							

RECITALS:

- A. Lender has agreed to make a mortgage loan ("loan") to LaSalle National Bank, as Trustee under Trust No. 45086
 ("Borrower") in the amount of \$1,000,000, to be secured by a Mortgage or Dead of Trust (the "Mortgage") on the real property (the "Premises") legally described in Exhibit "A" attached hereto; and
- B. Tenant is the present lessee under a lease dated April 1, 1986 , made by LaSallo National Bank Trust No. 45086 , as landlord, demising all or a portion of the Premises (said lease and all amendments thereto being referred to as the "Lease"); and
- C. The loan terms require that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Mortgage and that Tenant attorn to Lender, and acknowledge that the Lease is in full torse and effect; and
- D. In return, Lender is agreeable to not disturbing Tenant's possession of the portion of the Premises covered by the Lease (the "Demised Premises"), so long as Tenant is not in default under the Lease;

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Subordination. The Lease, and the rights of Tenant in, to and under the Lease and the Premises, are hereby subjected and subordinated, and shall remain in all respects and for all purposes subject and subordinate, to the lien of the Mortgage, and to any and all renewals, modifications and extensions thereof, and any and all other instruments held by Lender as security for the loan.
- 2. Tenant Not To Be Disturbed. So long as Tenant is not in default (beyond any period given Tenant by the terms of the

This Instrument Was Prepared By:
R. J. WALSCHLAGER
First Interstate Mortgage Company of Illinois
111 W. Washington Street
Chicago, Ilfinois 60602

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Lease to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, (a) Tenant's possession of the Demised Premises, or any extension or renewal rights therefor in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Demised Premises shall not be disturbed by Lender during the term of the Lease or any such extensions or renewals thereof, and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

- Tenant To Attorn To Lender. If Lender shall become the owner of the Premises or the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage, or the Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between the then owner of the Premises and Tenant, and Tenant hereby attorns to Lender or any other such owner as its lessor, said oftornment to be effective and self-operative without the execution of any further instruments; provided, however, that Lender or such other owner shall not be (a) liable for any act or omission of any prior lessor (including Borrower as lessor), or (b) subject to any offsets or defenses which Tenant might have against any such prior lessor, or (c) bound by any prepayment of rent or additional rent which Tenant might have paid, except as otherwise expressly required by the terms of the Lease, or (d) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any such prior lessor made or given without the written consent of Lender or any subsequent holder of the Mortgage. Tenant shall be under no obligation to pay rent to Lender or any such other owner until Tenant receives written notice from Lender or any such other owner that it has succeeded to Borrower's interest under the Lease.
- 4. Purchase Options. Any option or rights contained in the Lease, or otherwise existing, to acquire any or all of the Premises are hereby made subject and subordinate to the rights of Lender under the Mortgage and any acquisition of any or all of the Premises made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.
- 5. Lender's Option to Cure Borrower's Default. Tenant agrees that Borrower shall not be in default under the Lease unless written notice specifying such default is given to Lender. Tenant agrees that Lender shall have the right to cure such default on behalf of Borrower within 30 days after the receipt of such notice. Tenant further agrees not to invoke any of its remedies under the Lease until said 30 days have elapsed, or

during any period that Lender is proceeding to cure such default with due diligence, or is diligently taking steps to obtain the right to enter the Demised Premises and cure the default.

- 6. Assignment of Lease. Tenant acknowledges that the interest of Borrower in the Lease has been assigned to Lender as security under the Mortgage and that Lender assumes no duty, liability or obligation under the Lease or any extension or renewal of the Lease, either by virtue of said assignment or by any subsequent receipt or collection of rents under the assignment, and that unless the written consent of Lender is first obtained, no cancellation, surrender or modification may be made of the lease and no rental shall be paid other than as now provided in the Lease or in such modification of the Lease as may receive the written approval of Lender.
- 7. Rental Payments. Until such time as Tenant is otherwise notified in writing by Lender, it shall make all rental payments under the lease to Borrower as provided therein.
- Successors And Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall Inure to the benefit of the parties hereto and their heirs, administrators, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have each caused this

Agreement to be executed as of the date first above. "Lender" GNA LIFE INSURANCE, COMPANY "Tenant" Zale Construction Company, Inc. President STATE OF WASHINGTON SS COUNTY OF KING On this 5th day of 1986, before me personally appeared to me known

going instrument, and acknowled free and voluntary act and deed and purposes therein mentioned,	at executed the within and fore- ged the said instrument to be the of said corporation, for the uses and on oath stated that he was rument, and that the seal affixed						
seal this day and year first abo	Colin M. San						
	Public in and for the State ington, residing at Sealle MY COMMISSION EXPIRES 2/4/89						
) SS	dual Acknowledgement)						
COUNTY OF)							
On this day of personally appeared individual who executed the	, 198 , before me , to me known to be the foregoing document, and acknowl-						
voluntary act and deed for mentioned.	ed the same as free and the uses and purposes therein						
IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.							
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No of	tary Public in and for the State , residing at						
Na	me (typed or printed):						
Mo	Commission Expire2:						
•••							
STATE OF ILLINOIS) SS COUNTY OF COOK)	orporate Acknowledgement)						
known to be the President	t Zalo , 1986 , before t Zalo , to me , of Zalo Construction Company. Inc						
•							

ment, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that $\frac{he}{he}$ was authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.

Notary Public in and for the State of House residing at 1 N. LaSalle Street, Chicago, Illinois 60602 Name (typed or printed): Jack J. Herman My Commission Expires: March 10, 1987 STATE OF (Partnership Acknowledgement) COUNTY OF day of ____ _, 198__, before On this , to me known to be a me personally appeared ____ _, the partnergeneral partner of ship that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument. IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written. Notary Public in and for the State of _____, residing at _____

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Name (typed or printed):

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION:

Unit No. 5 Brandenberry Park East by Zale being a Subdivision of the South East 1/4 of Section 21, Township 42 North, Fast of the Third Principal Meridian (excepting therefrom that part described as follows): Commencing at the South East Corner of said Unit 5, thence West on the South Line of said Unit 25.00 the Point of Reginning of this exception, thence Feet continuing West on the South Line of said Unit 149.25 Feet to the South West Corner of said Unit, thence Northwesterly on the Southwesterly Line of said Unit 152.0 Feet, thence North at Right Angles to the Southwesterly Line of said Unit 80.0 Feet to its intersection with a Line 160.52 Feet North of and Parallel to the South Line of said Unit, thence East on said Parallel Line 81.89 Feet to its intersection with a Line 134.15 Feet Northeasterly of Parallel with the Southwesterly Line of said Unit, thence Southerly on said Farallel Line 170.17 Feet thence South 48.0 Feet to the Point of Beginning in Cook County, Illinois.

Property Address: 2300-2336 Rand Road, Arlington Heights, Illinois
Permanent Property Tax Number: 03-21-402-013-0000 Volume 232

GNA 6/84