## WHEN RECORDED MAIL UNOFFICIALS CORPY

K. Starr, GNA 3300 One Union Square Seattle, WA 98101

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT



		AGREEM						of the	23rd	
day	of	April	, 19	8 <u>6</u> , b	y and	between				
			THE SOUT							
("Te	nant"	whose	addres	8 18	2828 N.	Haskell /	<b>Venue</b>	, Dallas,	Texas 7	5204
and	GNA LIF	E INSURAN	ICE COMPA	NY				, an O	klahoma	
corp	oratio	n ("Le:	nder"),	whose	addra	ss is S	uite	<sup></sup> 3300,	One Un	ion
Squa	re, Se	eattle,	Washing	ton 98	101.					

#### RECITALS:

- Dinder has agreed to make a mortgage loan ("loan") to La Salle National Bank as Trustee under Trust No. 45086 ("Borrover") in the amount of \$1,000,000 ("Borrover") in the amount of \$1,000,000 , to be secured by a Mortgage or Deed of Trust (the "Mortgage") on the real property (the "Premises") legally described in Exhibit "A" attached bereto: and hereto; and
- Tenant is the present lessee under a lease dated , made 27 La Salle nation Bank as Trustee under Trust, No. 450 as landlord, demising all or a portion of the Premises (said lease and all amendments thereto being referred to as the "Lease"); and
- 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 force and effect; and
- 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:

- 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.
- 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, Illinois 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 Leass between the then owner of the Premises and Tenant, and Tenant hereby attorns to Lender or any other such owner as its lessor, said attornment 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.
- 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 Tenant 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,

- Upon receipt by Tenant of an executed copy of the Assignment of Lease from La Salle National Ban 6. Assignment of Lease. Tenant A acknowledge A 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 Mese 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 watten approval of Lender.
  - 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 inura 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
	By
	"Tenant"
	THE SOUTHLAND CORPORATION
	Assistant Secretary
STATE OF WASHINGTON )	
COUNTY OF KING )	
On this 5th day me personally appeared	of May 1986, before K.F. Sturr to me known

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to be the Vice Pre-	of GNA LIFE INSURANCE COMPANY ation that executed the within and form-
, the corpor	ation that executed the within and forg-
doing instrument, and a	cknowledged the said instrument to be the
free and voluntary act :	and deed of said corporation, for the uses
and purposes therein me	entioned, and on oath stated that he was
authorized to execute s	aid instrument, and that the seal affixed
(if any) is the corporat	te seal of said corporation.
IN WITNESS WHEREOF	I have hereunto set my hand and official
seal this day and year i	first above/written.
•	
	Columber 2 des
	Notary Public in and for the State
	of Washington, residing at Seather
	( 123 pp)
96	
STATE OF)	(Individual Acknowledgement)
) SS	3
COUNTY OF)	
0.0	
On thisd	ay of, 198, before me
personally appeared	. to me known to be the
individual who execut	ad the foregoing document, and acknowl-
edged to me that	- gidned the same as from and
voluntary act and des	od for the uses and purposes therein
mentioned.	
IN WITNESS WHEREOF	I have hereunto set my hand and official
seal this day and year f	irst above written.
	Notary Public in and for the State
	ofresiding at
	T'a
	Name (typed or printed):
	My Commission Expires
STATE OF TEXAS	(Comparete Bakeau) adagmust)
STATE OF TEXAS ) SS	(Corporate Acknowledgemunt)
COUNTY OF DALLAS	
23rd On this Sus day	of April , 198 6, before
On this 2km day me personally appeared	
known to he the Accides	nt Secretary , Of The Southland Corporation ,
the corporation that av	ecuted the within and foregoing instru-
AABASERVAN PINES EV	and wearen and sheath wings

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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 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.

and the maj and just 1110t	- Andrew Brewent
	Notary Public in and for the State of Texas , residing at Dallas
	Name (typed or printed):
	My Commission Expires: May 3, 1986
STATE OF ) ss	(Partnership Acknowledgement)
COUNTY OF	
On thisday of	, 198 , before
general partner of	to me known to be a , the partner-
acknowledged the said instrume	ent to be the free and voluntary act for the uses and purposes therein
mentioned, and on oath state execute said instrument.	d that was authorized to
IN WITNESS WHEREOF I have seal this day and year first a	e hereunto set my hand and official above written.
	Notary Public in and for the State of, residing at
	Name (typed or printed):
v fi v	My Commission Expires:

GNA/MN 12/84

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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, Range 11 East 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 Feet to the Point of Reginning of this exception, thence continuing West on the South Line of said Unit 149.25 Feet to the South Wast 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 and Parallel with the Southwesterly Line of said Unit, thence Southerly on said Parallel Line 170.17 Feet thence South 48.0 Feet to the Point of Seginning in Cook County, Illinois.

Property Address: 2301-7336 Rand Road, Arlington Heights, Illinois
Permanent Property Tax Number: 03-21-402-013-0000 Volume 232

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