## BOY S75946S3

K Starr, GNA 3300 One Union Square Beattle, WA 98101

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ADDRESS: 5253 5265 S. Cicero

Ave., Chicago, IL

TAX NOS.: 19-10-310-021;19-10-310-024;
19-10-310-025 and 19-10-310-026

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the day of Solution, 1987, by and between Preferred Foot Care Specialists, P.C.

("Tenant") whose address is 5261 S. Cicero Av., Chicago, Illinois, and GNA Life Insurance Company, a Man Washington corporation ("Lender"), whose address is Suite 3300, One Union Square. Seattle, Washington 98101.

#### RECITALS:

- A. Leider has agreed to make a mortgage loan ("loan") to American National Bank & Trust Co. of Chicago, Trust No. 32563 ("Borrower") in the amount of \$\frac{420,000}{2000}\$, to be secured by a mortgage or deed of trust (herein "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 February 1, 1987, made by James Waner, 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 Premise 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
  - D. In return, Lender is agreeable of 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.

- l. <u>Subordination</u>. 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 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)

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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 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 afterns to Lender or any other such owner as its lessor, said atcomment 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 expressiv 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. Tellant 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 ATI 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 clapsed, 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.

C00K (2.111 1990)

- 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. <u>Kertal Payments</u>. 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.
- 8. 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"

STATE OF WASHINGTON )

COUNTY OF KING )

On this ZCT day of CTCEK, 198, before me personally appeared CC N N EDEC, to me known to be the CC NC ORK, SCR of GNA Life Insurance Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses

Property of Cook County Clerk's Office

and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.

(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 Washington, residing at ERIER	
My Commission Expires:	
STATE OF ) (Individual Acknowledgement) / SS	
COUNTY OF	
On this	
IN WITNESS WHEREOF I have nereunto set my hand and official seal this day and year first above written.	
Luis m. Knay	
Notary Public in and for the State	
of MixLing residing at  My Commission Expression 38 1987	
75	
STATE OF Illinois ) (Corporate Acknowledgement)	
COUNTY OF Cook ) SS	
On this 28th day of September, 1987, before	
me personally appeared DR. NATTHEW G. GARLYNIALS, to me known to be the President, of Preferred Foot Care Specialists, P.C.	
the corporation that executed the within and foregoing instru-	•
ment, and acknowledged the said instrument to be the free and	
voluntary act and deed of said corporation, for the uses and $lpha$	
purposes therein mentioned, and on oath stated thatwas	
authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.	
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seal this day and year first above written.

IN WITNESS WHEREOF I have hereunto set my hand and official

	y will in that
	Notary Public in and for the State
	of colding at
	of ( , residing at My Commission Expires: Sapt 38 /
STATE OF ) SS )	(Partnership Acknowledgement)
On this day of	. 198 . before
me personelly appeared	, 198_, before, to me known to be a
Jeneral partner of	thin and foregoing instrument, and
acknowledged the said instrumend deed of said partnershipmentioned, and on with states execute said instrument.	ment to be the free and voluntary act p, for the uses and purposes therein ed that was authorized to eve hereunto set my hand and official above written.
	Nocary Public in and for the State
	of, residing at
	My Commission Expires:

87584683

RCGWP 3/86

#### EXHIBIT "A"

### LEGAL DESCRIPTION:

Lots 22 to 27 (except that part thereof lying West of a line 50.00 feet East of and parallel with the West line of Section 10 as condemned for widening of South Cicero Avenue) in Block 8 in W.F. Kaiser and Company's Ardale Subdivision of the West 1/2 of the South West 1/4 and the the 38 is cook country. Clark's Office West 3/4 of the East 1/2 of the South West 1/4 of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

87584683

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PLEJ RIDGE FOR THE PLEJ RIDGE FO

K. Starr, GNA 3300 One Union Square

Seattle, WA 92101

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day	of September	$198_{7}$ , by	y and betwee	n			
	Peter Mass	ters					

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  ("Borrower") in the amount of \$420,000.00 to be secured by a mortgage or deed of trust (herein "Mortgage") on the real property (the "Premises") legally described in Exhibit "A" attached hereto; and
- B. Tenant is the cresent lessee under a lease dated January 26, 1981, made by James Waner, J & M Property, as landlord, demising all of 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 force and effect; and
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