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BOYD...
PREPARED BY AND
WHERE RECORDED MAIL TO

UNOFFICIAL COPY

GNA LIFE INSURANCE CO. 00615
ADDRESS: 5251-5265 S. Cicero
Ave., Chicago, IL

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

TAX NOS.: 19-10-310-021; 19-10-310-
022; 19-10-310-023; 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 21st
day of September, 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 ~~tax~~ Washington
corporation ("Lender"), whose address is Suite 3300, One Union
Square, Seattle, Washington 98101.

RECITALS:

\$16.00

A. Lender has agreed to make a mortgage loan ("loan") to
American National Bank & Trust Co. of Chicago, Trust No. 32563
("Borrower") in the amount of \$420,000, 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 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

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 pur-
poses subject and subordinate, to the lien of the Mortgage,
and to any and all renewals, modifications and extensions there-
of, 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.

3. 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 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.

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.

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Julia M. Knar
Notary Public in and for the State
of Ill, residing at _____
My Commission Expires: Sept 30 1987

STATE OF _____) (Partnership Acknowledgement)
) SS
COUNTY OF _____)

On this _____ day of _____, 198__, before me personally appeared _____, to me known to be a general partner of _____, the partnership 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 _____
My Commission Expires: _____

RCGWP
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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 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.

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PREPARED BY AND
WHEN RECORDED MAIL TO

GNA LOAN NO. 00615

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

ADDRESS: 5253-5265 S. Cicero
Ave., Chicago, IL
TAX NOS.: 19-10-310-021; 19-10-310-
022; 19-10-310-023; 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 30
day of SEPTEMBER 1987, by and between _____
Peter Masters

("Tenant") whose address is 5263 S. Cicero Av., Chicago, Illinois,
and GNA Life Insurance Company, a tax Washington
corporation ("Lender"), whose address is Suite 3300, One Union
Square, Seattle, Washington 98101.

RECITALS:

A. Lender has agreed to make a mortgage loan ("loan") to
American National Bank & Trust Co. of Chicago, Trust No. 32563
("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 present lessee under a lease dated
January 26, 1981, made by James Waner, J & M Property,
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
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conditions of the Lease on Tenant's part to be performed, (a)

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