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3300 One Union Square Seattle; WA 98191

Square, Seattle, Washington 98101.

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DANCE AND EMBORNATION

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

	or fo	AGREEME	<u>V</u> , 19	87,	by and	betw	een					
		I_	<u>linois</u>	Sash	Erector	s In	c					
{ "Tu	nant")	Whose	addres	s is	1610 Ja	rvis Av	enue,	Elk G	rove	/illage	. Illir	nois
and	GNA I	ife Insur	ance Con	pany				akaz	Was	shington	n ·	60007
corp	oratio	on ("Ler	ider").	whose	e addre	SS is	Su	to 3	300	Onc	Inion	00007

RECITALS:

- A. Lender has agreed to make a mortgage loan ("loan") to Lester D. and Evelyn O. Anderson ("Borrower") in the amount of \$615,000 , 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 August 15, 1986, nade by Regional Realty Co., Inc. (as Agent), 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 Fremises 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 Promises 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. <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 or the Fremises 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 omissica of any prior lessor (including Borrower as lessor), or (b) subject to any offsets or derenses 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 ame idment 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. Lerder'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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- 6. Assignment of Lease. Tonant 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.
- 8. <u>Successors And Assigns</u>. 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

By Clark Company

Its Closure Separation

"Tenant"

Illinois Sash Erectors

BY: President

ITS: President

On this 17th day of February 1987, before me personally appeared Colly M. Salut 1987, to me known

me personally appeared Colly M. Educt , to me known to be the Coston Supervisor 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

STATE OF WASHINGTON)) SS
COUNTY OF KING)
On this 17th day of February, 1987, before 122 me personally appeared Colin M. Elder GNA LIFE INSURANCE COMPANY: the corporation that executed the within and fore- going instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the use and purposes therein mentioned, and on oath stated that he was marked to execute said instrument, and that the seal africation (if any) is the corporate seal of said corporation. IN WITNESS WEREOF I have hereunto set my hand and ifficial seal whis day and year first above written.
Potary Public in and for the State
of Washington, residing at Seattle
of Co.
County Clarking

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.

- 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
My Commission Expires:
STATE OF) (Individual Acknowledgement)
) SS (Individual Acknowledgement)
COUNTY OF
COUNTY OF
On this day of, 198 , before me
personally appreced, to me known to be the
individual who executed the foregoing document, and acknowl-
edged to me that signed the same as free and
voluntary act and deed for the uses and purposes therein
Mentioned.
IN WITHESS WHEREOF I have hereunto set my hand and official
seal this day and year first above written.
FRUIS a / TRANK MH
Hotary Public in and for the State
of residing at
My Commission Empires:
ng dodaine and and and
STATE OF Illicais) (Corporate Accowledgement)
) SS
COUNTY OF Autane)
On this 1th day of tehreway, 1987, before
me personally appeared KoBert KANOLIFE , to me
known to be the PRESIDENT , OF JUNES SASH EGYTORS LNC
the corporation that executed the within and foregoing instri-
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 He was
authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.
Itt anyl to the corbotace sear or para corboration.
IN WITNESS WHEREOF I have hereunto set my hand and official

COOK COUNTY BLANCE FILED FOR RECORD

seal this day and year first above written.

1987 FEB 24- AM 10: 49

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	My Commission Expires: 12/22/88
CTATE OF) (Dartnership Acknowledgement)
COUNTY OF) SS
me personally appear general partner of ship that executed acknowledged the sai and deed of said parentioned, and on cexecute said instrum	FOF I have hereunto set my hand and official
seal this day and ye	ar first above written.
	Notary Public in and for the State of, residing at
	or residing at Cy Commission Expires:

87104412

RCGWP

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EXHIBIT "A"

LEGAL DESCRIPTION:

in Higgs
sion in the
Range 11 Eas
ounty, Illinoi.

Orcook County Clerk's Office

8710 Aarts. Lot 221 in Higgins Industrial Park Unit No. 156, being a Subdivision in the South East 1/4 of Section 27, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

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