(5)

PREPARED BY AND WHEN RECORDED MAIL TO:

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

88337263

GNA Loan No. 00724
Property Address: 2100 Miner, Des Plaines, IL
P.I.N.: 09-16-403-015-0000 09-16-403-050-0000
09-16-403-035-0000 09-160403-051-0000

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

BOX 333

$16.00

THIS AGREEMENT, made and entered into as of the 30 day of June, 1988, by and between Chris Liakopoulos & Dimitra Liakopoulos ("Tenant") whose address is 2120 Miner St., Des Plaines, IL 60016, and GNA LIFE INSURANCE COMPANY, a ~~an~~ 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 Midwest Bank and Trust Company, As Trustee under Trust No. 85-04-4668 ("Borrower") in the amount of $795,000.00, 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 August 20, 1987, made by Midwest Bank & Trust Co. as T/U/T No. 85-04-4668, 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 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.

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.

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.

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"

GNA LIFE INSURANCE COMPANY

By Colin M. Elder

Its Closing Supervisor

"Tenant"

By Chris Liakopoulos

Chris Liakopoulos

By Dimitra Liakopoulos

Dimitra Liakopoulos

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 26th day of JULY, 1988, before me personally appeared COLIN M. ELDER, to me known to be the CLOSING 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

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.

Janet M Ingogly
Notary Public in and for the State of Washington, residing at BRIER
My Commission Expires: _____
MY APPOINTMENT EXPIRES 3/3/91

STATE OF ILL)
) SS
COUNTY OF COOK)

(Individual Acknowledgement)

On this 18th day of July, 1988, before me personally appeared Chris & Dimitra Lintapolos to me known to be the individual S who executed the foregoing document, and acknowledged to me that they signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

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

Diane B. Kelly
Notary Public in and for the State of ILLINOIS, residing at Des Plaines
My Commission Expires: 5-13-90

STATE OF _____)
) SS
COUNTY OF _____)

(Corporate Acknowledgement)

On this _____ day of _____, 19__, before me personally appeared _____, to me known to be the _____, of _____, 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 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.

Notary Public in and for the State
of _____, residing at _____
My Commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

(Partnership Acknowledgement)

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
3/86

EXHIBIT "A"

RAND AND MINER, DES PLAINES, IL

LOT 2 (EXCEPT THE PART NORTH OF A LINE THAT INTERSECTS THE WEST LINE OF LOT 2 AT A POINT 87 FEET SOUTH OF THE NORTHERLY LINE OF LOT 2 AND INTERSECTS THE EASTERLY LINE OF LOT 2, AFORESAID, 131.36 FEET NORTH OF THE SOUTH EAST CORNER THEREOF, AS CONDEMNED FOR RAND ROAD AND EXCEPT THE SOUTH 50 FEET, AS CONDEMNED FOR MINER STREET) IN PHILLIPINE AHBE'S SUBDIVISION OF PART OF SECTION 16 AND SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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