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Prepared by Retired to  
K. Starr, GNA  
3300 One Union Square  
Seattle, WA 98101

PTN 15-08-415-020-0000, 15-08-415-025-0000  
15-08-415-023-0000

SUBORDINATION, NONDISTURBANCE AND ATTORNEYMENT AGREEMENT

716804103  
DIP  
of Bill...

THIS AGREEMENT, made and entered into as of the 15th day of June, 1988, by and between ~~THE COUNTRY'S~~ Midwest Bank and Midwest Videos, Inc., an Illinois corporation ("Tenant") whose address is 528 Mannheim Rd., Bellwood, IL 60104, and GNA LIFE INSURANCE COMPANY, a ~~WA~~ 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. 96-12-5124 ("Borrower") in the amount of \$455,000.00, 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 September 18, 1987, made by Midwest Bank & Trust Co. as TWT No. 96-12-5124, 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.

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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 [Signature]

Its [Signature]

"Tenant"

THE COUNTRY'S NEWEST VIDEOS, INC.

By [Signature]

Its [Signature]

STATE OF WASHINGTON )

By \_\_\_\_\_

) SS

Its \_\_\_\_\_

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ 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

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

(if any) is the corporate seal of said corporation. authorized to execute said instrument, and that the seal affixed purposes therein mentioned, and on oath stated that he was voluntarily act and deed of said corporation, for the uses and ment, and acknowledged the said instrument to be the free and the corporation that executed the within and foregoing instru- known to be the of Ultimate Video of Ballwood, Inc. me personally appeared On this day of before to me

STATE OF )  
COUNTY OF )  
SS )  
(Corporate Acknowledgement)

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

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

mentioned. voluntary act and deed for the uses and purposes therein edged to me that signed the same as and acknowledged the foregoing document, and acknowledged to me known to be the personally appeared On this day of 198 , before me

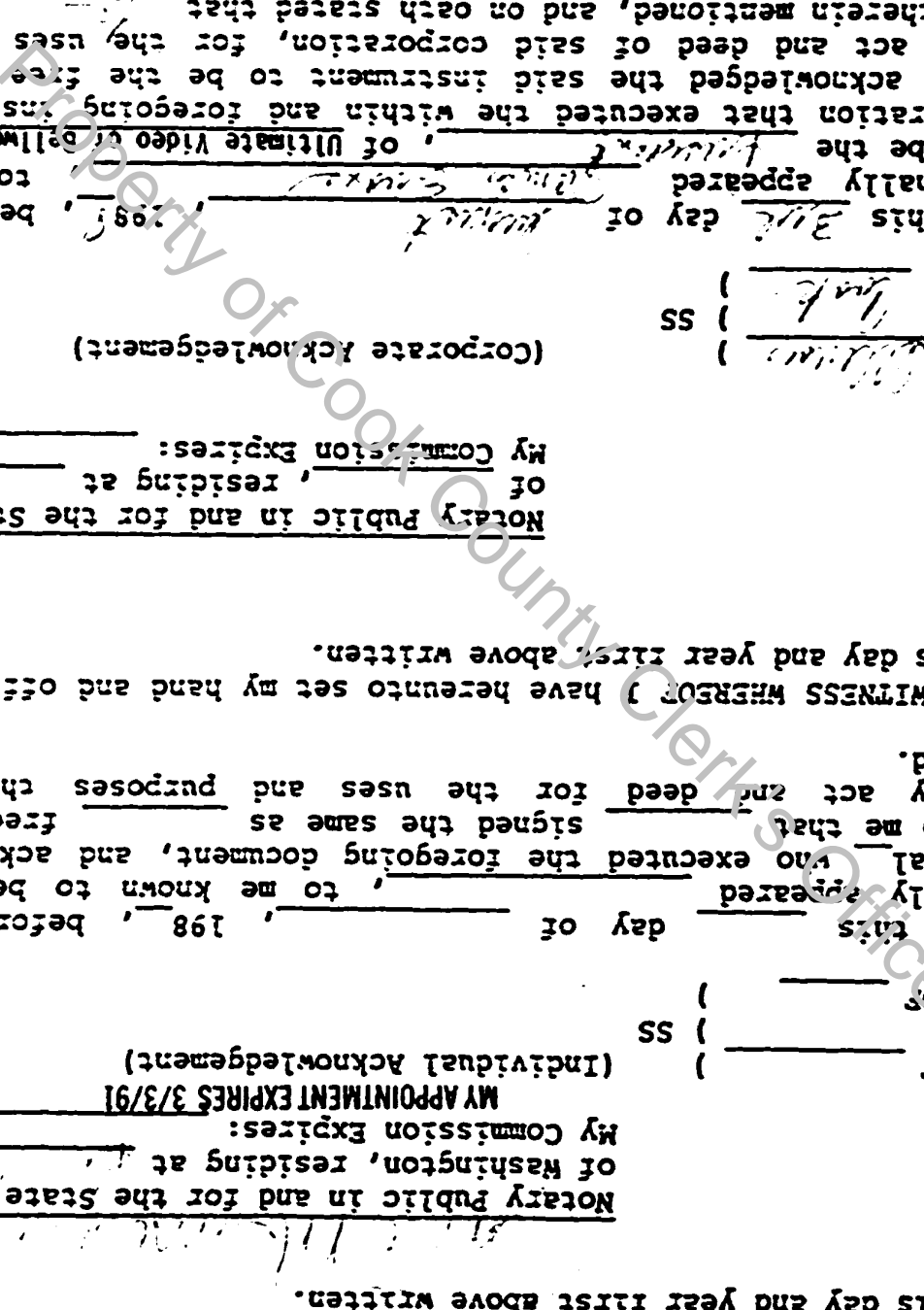
STATE OF )  
COUNTY OF )  
SS )  
(Individual Acknowledgement)

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

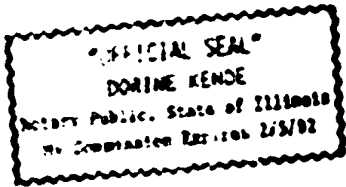
IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.

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

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Dorine Kende  
Notary Public in and for the State  
of Illinois, residing at 511 E. 1st St.  
My Commission Expires: 12/31/82

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: \_\_\_\_\_

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## EXHIBIT "A"

MANN-FIELD CENTER, BELLWOOD, IL

Parcel 1: Lots 31, 32, 33, and 34 (except that part of Lots 31 and 32 bounded and described as follows: beginning at the Northeast corner of said Lot 31; Thence South along the East line of said Lot 31, a distance of 115.39 feet to the Southeast corner of said Lot 31; Thence Southwesterly along the Southerly lines of said Lots 31 and 32 a distance of 30 feet to a point; Thence Northeasterly along a straight line (when extended would intersect the East line of said Lot 31, a distance of 30 feet North of the Southeast corner of said Lot 31, as measured along said East line of Lot 31) to a point of intersection with a line lying 10 feet West of and parallel with said East line of Lot 31; Thence North along said parallel line to a point of intersection with the North line of said Lot 31; Thence East along said North line to the point of beginning) in Adolph Sturms Subdivision of the East Quarter of the East Half of the Southeast Quarter of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, lying North of the center of Butterfield Road, in Cook County, Illinois.

Parcel 2: The South Half of the vacated alley lying North and adjoining Lots 31, 32, 33 and 34 in Adolph Sturms Subdivision of the East Quarter of the East Half of the Southeast Quarter of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, lying North of the center of Butterfield Road, in Cook County, Illinois.

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