15-68-415-023-000

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3300 One Union Square Seattle WA 98101

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the day of June __, 1988, by and between ___Judy Kim (Soo Cleaners) d/b/a APROW CLEANERS ("Tenant") whose address is 522 Mannheim Rd., Bellwood, IL 60104 and GNA LIFE INSURANCE COMPANY aran 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. 86-12-5124-("Borrower") the amount of \$465,000.00, to be secured by a mortgage or dead of trust (herein "Mortgage") on the real property (the "Fremises") legally described in Exhibit "A" attached hereto; and
- Tenant is the present lessee under a lease dated August 27, 1987 , made by Midwest Bank & Trust Co. as T/U/T No. 86-12-5124. 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 Tevant is not in default under the Lease;

NOW, THEREFORE, the parties hereby agree as follows.

- Subordination. The Lease, and the rights of Temant 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.
- 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 Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Leage 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 explassly 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 Tenant receives written notice from Lender or any such other owner that it has succeeded to Borrower's interest under the T obligation to pay rent to Lender or any such other owner until
- 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 Hortgage 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 Hortgage.
- 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, Igreement 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, in parties hereto have each caused this Agreement to be executed as of the date first above.
"Lender"
GNA LIFE · INSURANCE COMPANY .
Its (1/2 Spines
"Tenant"
By Quely Kur
(Name) Audy Kim
STATE OF WASHINGTON)
) SS
COUNTY OF KING)
On this day of, 1985, before
me personally appeared, to me known
me personally appeared to be the of craitfe 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 uses

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and purposes therein mentioned, and on cath 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.

seer this day the year raise above allegen.
Notary Public in and for the State
Notary Public in and for the State of Washington, residing at
My Commission Expires:
MY APPOINTMENT EXPIRES 3/3/91
STATE OF (Individual Acknowledgement)
COUNTY OF) SS
On this day of , 198, before me personally appeared //// Jelie, to me known to be the individual who executed the foregoing document, and acknowledged to me that signed the same as /// free and voluntary act and ozed for the uses and purposes therein mentioned.
personally appeared, to me known to be the
edged to me that signed the same as the free and
voluntary act and deed for the uses and purposes therein
mentioned.
IN WITNESS WHEREOF I nave hereunto set my hand and official seal this day and year first above written.
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*OFFICIAL SEAL"
OFFICIAL SEAL" DORINE KENDE NOTATIVE MINISTER AND FOR THE STATE
Notary Public State of Illiants Notary Public in and for the State
Motary Public. State of Illisons Notary Public in and for the State of 1000000000000000000000000000000000000
CMART OF
STATE OF) (Corporate Acknowledgement)) SS
COUNTY OF)
On this day of, 198 , before me personally appeared, to me
me personally appeared, to me
known to be the, of, the corporation that executed the within and foregoing instru-
ment, and acknowledged the sald instrument to be the free and
voluntary act and deed of said corporation, for the uses and

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

authorized to execute said instrument, and that the seal affixed

purposes therein mentioned, and on oath stated that

(if any) is the corporate seal of said corporation.

	Notary Public in and for the State
	of, residing at
	My Commission Expires:
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	thin and foregoing instrument, and
ship that executed the wi	thin and foregoing instrument, and
acknowledged the said instru	ment to be the free and voluntary act
mentioned. And on cath stat	o, for the uses and purposes therein ed that was authorized to
execute said instrument.	ed thet was authorized to
IN WITNESS WHEREOF I ha	we hereunto set my hand and official
seal this day and year first	above written.
	Water 2017
C	Notary Public in and for the State
	Of, residing at
	in condition expires.
	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 distant of 30 feet to a point; Thence Northeasterly along a straight line (when exceeded 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 lest of and parallel with said first line of Lot 31; Thence Horth along said parallel line to a point of intersection with the North line of said Lot 31; Thence Fast 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 Veridian, lying North of the center of Butterfield Road, in Cook County, Illinois.

Parcel 2: The South Half of the verted alley lying Horth and adjoining Lots 31, 32, 33 and 34 in Adolph Stures Subdivision of the East Quarter of the East Half of the Southeast Quarter of Section 8, Township 30 North, Range 12, East of the Third Principal Meridian, lying liorth of the center of Butterfield Road, in Cook County, JUNE CHE Illinois.

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Property of Cook County Clerk's Office

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