COOK COUNTY, ILLINOIS
FILED FOR RECORD

BOX 333-GG

1989 DEC -7 PM 12:09

89583420

Recording Requested By and
When Recorded Mail To:
K. Starr
GNA
P.O. Box 490
Seattle, WA 98111-0490
GNA Loan No. _____
Servicer Loan No. _____

89583420

$16.00

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

[x] GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation

[ ] GNA LIFE INSURANCE COMPANY, a Washington corporation

The corporation marked with an "X" above, whose address is P.O. Box 490, Seattle, Washington, 98111-0490, shall hereinafter be called "Lender". Lender has agreed to make a loan (the "Loan") to Illinois Land Trust #1-2284, whose beneficiary is S.M.B. Joint Ventur whose venturers are Marie C. Beemsterboer and William J. Grabinski ("Landlord"), to be secured by the following security instrument marked with an "X":

[x] deed of trust

[ ] mortgage

[ ] deed to secure debt

(the "Mortgage") on the property commonly known as Corner Plaza Retail (the "Property"), which property is more particularly described on attached Exhibit A. The parties acknowledge that the Mortgage is being recorded concurrently with the recording of this instrument, or, if recording information is hereafter inserted in this sentence, that the Mortgage was recorded under _____ County Recorder's instrument, fee or recording (as applicable) number _____ on _____, 19____. (The parties hereby authorize the title company to insert the appropriate Mortgage recording information.)

Mr. Bobby Miller ("Tenant") has a lease dated 10/15/_____, 1986 (the "Lease") with Landlord on all or a portion of the Property (the "Leased Premises").

Lender needs assurances from Tenant in order to make the Loan. Tenant is willing to give those assurances if Lender will agree not to disturb Tenant's possession of the Leased Premises so long as Tenant is not in default under the Lease. Tenant also understands that, in making the Loan, Lender will rely on the assurances and statements made in this agreement.

NOW, THEREFORE, Lender and Tenant agree as follows:

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1. Subordination. Tenant agrees that the Lease, and the rights of Tenant in, to and under the Lease and the Property, 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 of the Mortgage, and any and all other instruments held by Lender as security for the Loan.

2. Tenant Not To Be Disturbed. Lender agrees that, so long as Tenant is not in default under the Lease (beyond any period given Tenant by the terms of the Lease to cure such default):

(a) Tenant's possession of the Leased Premises shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Leased Premises shall not be disturbed by Lender during the term of the Lease.

(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 becomes the owner of the Premises by reason of foreclosure or other proceedings brought to enforce the Mortgage or by deed in lieu of foreclosure, the Lease shall continue in full force and effect as if Lender were the original Landlord and Tenant hereby attorns to Lender as its lessor, except Lender shall not be:

(a) Liable for any act or omission of any prior lessor (including Landlord); 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 which Tenant might have paid, except as otherwise expressly required by the terms of the Lease; or

(d) Bound by any amendment or change in any material term of the Lease or by any waiver of any material term of the Lease.

4. Third-Party Owner. If someone acquires the Property through Lender, whether at a trustee or foreclosure sale or otherwise, that person shall have the same rights to continue the Lease with Tenant as Lender would have under the preceding paragraph 3.

5. Rental Payments. Tenant agrees that it will pay rent under the Lease to Lender upon written demand from Lender.

6. Purchase Options. Any option to purchase, right of first refusal, or other right that Tenant has to acquire all or any of the Property is set forth in the Lease. Tenant agrees that, under paragraph 1 above, any such option or right is hereby made subject and subordinate to the lien of the Mortgage and to any and all renewals, modifications and extensions of the Mortgage, and any and all other instruments held by Lender as security for the Loan.

7. Lender's Option To Cure Landlord's Default. Tenant agrees that it will notify Lender if Landlord is in default under the lease and will give Lender thirty (30) days after receipt of such notice in which to cure the default before Tenant invokes any of its remedies under the Lease.

8. Assignment Of Lease. Tenant understands that Landlord's interest in the Lease has been assigned to Lender as security under the Mortgage. Until Lender becomes owner of the Property, however, Lender assumes no duty, liability or obligation to Tenant under the Lease.

9. Notices. Any notices under this agreement shall be sent by certified mail. Any notice sent to Lender shall be sent to Lender at the address set forth in the first paragraph of this agreement. Any notice sent to Tenant shall be sent to Tenant at the address set forth below its signature hereon.

10. Successors And Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns.

DATED this 23 day of October, 1989.

"Lender" Great Northern Insurance Company

By [signature]

Its Manager, Loan Administration

"Tenant"

X [signature]

By

Its

Address:

89583420

Rev. 1/30/89

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[LENDER'S ACKNOWLEDGMENT]

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day personally appeared before me Colin M. Hahn, to me known to be the Manager-Loan Admin of GREAT NORTHERN INSURED ANNUITY CORPORATION/GNA LIFE INSURANCE COMPANY the corporation which executed the foregoing document, and acknowledged the said document 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/she was authorized to execute said document, and that the corporate seal (if any) affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed this 28th day of November, 1989.

Marie J. Campbell
Notary Public in and for the State of Washington, residing at Woodinville
My Commission Expires: 5-19-93

MARIE J. CAMPBELL
COMMISSION EXPIRES
NOTARY
PUBLIC
5-19-93
STATE OF WASHINGTON

[TENANT ACKNOWLEDGMENT - INDIVIDUAL]

STATE OF Ill.)
) SS
COUNTY OF Cook)

On this day personally appeared before me BOBBY L. MILLER, to me known to be the individual(s) who executed the foregoing document and acknowledged to me that HE signed the same as HIS free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this 23rd day of October, 1989.

Lorraine L. Moller
Notary Public in and for the State of _____, residing at 10405 S Pedogland
My Commission Expires: 10-26-89

OFFICIAL SEAL
LORRAINE L. MOLLER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT. 26, 1993

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Rev. 1/30/89

EXHIBIT A

Legal Description:

LOT 1 IN RIDGELAND SUBDIVISION OF A TRACT OF LAND SITUATED IN AND BEING A PART OF LOT 4 IN TOBEY'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF RIDGELAND AVENUE 66 FEET WIDE AND THE NORTH LINE OF 107TH. ST. 66 FEET WIDE, THENCE WEST ALONG THE SAID NORTH LINE OF 107TH ST. TO A POINT DISTANT 300 FEET WEST BY RECTANGULAR MEASUREMENT FROM SAID WEST LINE OF RIDGELAND AVENUE, THENCE NORTH PARALLEL TO AND DISTANT 300 FEET BY RECTANGULAR MEASUREMENT FROM SAID WEST LINE OF RIDGELAND AVENUE, A DISTANCE OF 1,742.40 FEET, THENCE EAST AT RIGHT ANGLES A DISTANCE OF 300 FEET TO SAID WEST LINE OF RIDGELAND AVEN., THENCE SOUTH ALONG SAID WEST LINE OF RIDGELAND AVENUE, A DISTANCE OF 1,742.40 FEET MORE OR LESS TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE NORTH 885.40 FEET OF AFORESAID LEGAL DESCRIPTION, IN COOK COUNTY, ILLINOIS.

10600-10614 Ridgeland Ave.
Chicago Ridge, IL 60415
PIN 24-18-220-015-0000

89583420

Rev. 1/30/89

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