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COOK COUNTY, ILLINOIS 4 2 2  
FILED FOR RECORD

1989 DEC -7 PM 12:10

89583422

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.

89583422

\$16.00

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

- 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 Venture whose venturers are Marie C. Beemsterboer and William J. Grabinski ("Landlord"), to be secured by the following security instrument marked with an "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.)

Daniel R. Griffin d/b/a/ Goldlocks, Inc

("Tenant") has a lease dated 11/17/, 1985 (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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5. Bental Payments. Tenant agrees that it will pay rent under the Lease to Lender upon written demand from Lender.

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.

(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.

(c) Bound by any prepayment of rent which Tenant might have paid, except as otherwise expressly required by the terms of the Lease; or

(b) Subject to any offsets or defenses which Tenant might have against any such prior lessor; or

(a) Liable for any act or omission of any prior lessor (including landlord); or

3. Tenant To Attain 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 Lender hereby attorns to Lender as its lessor, except Lender shall not be:

(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.

(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.

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):

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.

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Address:

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By

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DATED this 19 day of October 19 89.

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.

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.

8. Assignment of Lease. Tenant understands that Lender'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.

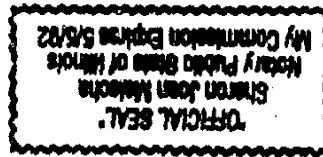
7. Lender's Option to Cure Lender's Default. Tenant agrees that it will notify Lender if Lender is in default under the Lease and will give Lender thirty (30) days after receipt of such notice in which to cure the default before Tenant invokes any of its remedies under the Lease.

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.

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My Commission Expires: 5-5-92  
Notary Public in and for the State of Illinois, residing at 33819 N Center

Witness my hand and official seal hereto affixed this 19 day of March, 1989.

On this day personally appeared before me Donna 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.

STATE OF Ill )  
COUNTY OF Cook )  
SS

[TENANT ACKNOWLEDGMENT - INDIVIDUAL]



My Commission Expires: 5-19-93  
Notary Public in and for the State of Washington, residing at 11211 1st

Witness my hand and official seal hereto affixed this 25th day of March, 1989.

On this day personally appeared before me John M. King to me known to be the John M. King 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 each 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.

STATE OF WASHINGTON )  
COUNTY OF KING )  
SS

[LENDER'S ACKNOWLEDGMENT]

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ALL COMMISSION EXPIRES 2/28/85  
NOTARY PUBLIC STATE OF ILLINOIS  
Suzanne Jean Anderson  
OFFICIAL SEAL



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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 AVENUE, 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.

10600-10619

Ridgeland Ave  
Chicago Ridge Ill.

60415

PIN 24-18-220-015-

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