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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)

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.

NOW, THEREFORE, the parties hereby agree as follows:

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;

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

B. Tenant as the present lessee under a lease dated June 24, 1988, made by Midwest Bank & Trust Co. as T/U/T 71-08-638, as landlord, demising all or a portion of the Premises (said lease and all amendments thereto being referred to as the "Lease"); and WHITE HEN PANTRY (Tenant),

A. Lender has agreed to make a mortgage loan ("Loan") to Midwest Bank and Trust Company, as Trustee under Trust No. 71-08-638 ("Borrower"), in the amount of \$735,000.00 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

RECITALS:

THIS AGREEMENT, made and entered into as of the day of November, 1988, by and between WHITE HEN PANTRY, a Delaware corporation ("Tenant"), whose address is 660 Industrial Dr., Elmhurst, IL 60126-1589 and GNA LIFE INSURANCE COMPANY, a New York corporation ("Lender"), whose address is Suite 3300, One Union Square, Seattle, Washington 98101.

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SUBORDINATION, NONDISTURBANCE AND ATTORNEY AGREEMENT

GNA Loan No. 00829
Address: 8965-8995 Potter Road
Des Plaines, IL 60616
Tax No.: 09-15-307-100-0000

PREPARED BY WHEN RECORDED MAIL TO:

BOX 333

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

\$16.00

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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

Colin M. Elder

Its Manager - Loan Administration

"Tenant"

WHITE HEN PANTRY, INC.

By

George Z. Blinn

Its Vice President

B5B

STATE OF WASHINGTON)

) SS

By

Robert Anne

Its Secretary

COUNTY OF KING)

On this 18th day of JANUARY, 1989, before me personally appeared COLIN M. ELDER, to me known to be the MANAGER - LOAN ADMINISTRATION 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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EXHIBIT "A"

LANDINGS COMMONS, DES PLAINES, IL

LEGAL DESCRIPTION

The South 150.05 feet of the North 183 feet of the East 150.05 feet of the West 183 feet as measured at right angles to the North and West Lines thereof of the following described tract: That part of the Southeast Quarter of the Southwest Quarter and Northeast Quarter of the Southwest Quarter of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, lying South of the Center Line of Ballard Road and West of a line drawn from a point in the South Line of Section 15, which is 22.50 Feet East of the Southwest Corner of the East Half of the Southeast Quarter of the Southwest Quarter, to a point on the North Line of the Southeast Quarter of the Southwest Quarter 26.99 Feet East of the Northwest Corner of said East Half of the Southeast Quarter of the Southwest Quarter of said Section 15 and said Line extended North to the Center Line of Ballard Road in the Northeast Quarter of said Southwest Quarter (Except that part lying North of the North Line of Lot 6 in Goettsche's Subdivision of part of the South Half of Section 15 aforesaid, and lying East of the West Line of the East Half of the Northeast Quarter of the Southwest Quarter of said Section 15), in Cook County, Illinois.

P.I.N. 09-15-307-100-0000

Lotter & Bell

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