NOW, THEREFORE, Lender and Tenant agree as follows:

the assurances and statements made in this agreement. Lease. Tenant also understands that, in making the Loan, Lender will rely on possession of the Leased Premises so long as Tenant is not in default under the willing to give those assurances if Lender will agree not to disturb Tenant's Lender needs assurances from Tenant in order to make the Loan. Tenant is Landlord on all or a portion of the Property (the "Leased Premises"). 1388 (the "Lease") 88et , ("Tenant") has a lease dated Droember 1 Paul Ahn Mortgage recording information.) (The parties hereby authorize the title company to insert the appropriate County Recorder's instrument, i.e or recording (as ap-89042705 on TRNUMRY 27, 1989. plicable) number H001) is hereafter inserted in this sentence, that the Hurtgage was recorded under currently with the recording of this instrument, or if recording information Exhibit A. The parties acknowledge that the Mortgage is being recorded con-Orland Park, Illinois (the "Property"), which property is more particularly described on attached (the "Nortgage") on the property commonly known as 9003-9027 W. 151st Street, deed to secure debt ag sganom teurs to beeb :"X" ns ("Landlord"), to be secured by the following security instrument marked with HYUR Choi Seattle, Washington, 98111-0493, shall hereinafter be called "Lender." Lender has agreed to make a loan (the "Loan") to Sung Soo Kim and The co puration marked with an "X" above, whose address is P.O. Box 490. GNA LIFE INSURANCE COMPANY, a Washington corporation a Washington corporation GREAT NORTHERN INSURED ANNUITY CORPORATION, SUBORDINETION, NONDISTURBANCE AND ATTORNMENT AGREEMENT 00.712 Servicer Loan No. 89042712 GNA LOSO NO.

BOX 333

Southe, WA 98101

3300 Ove nuleu I AND MAKE JA

WHEN RECORDED MAIL TO:

27-15-200-009-000 PIN: 27-15-200-008-0000 Orland Park, Illinois 9003-9027 W. 151st Street

PREPARED BY AND

(3)

71-95-36504

YORMACD & M -COCKOD'

- 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. <u>Tenant Not To Be Disturbed</u>. 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.
- (r) 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 fittorn 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 neve 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. <u>Purchase Options</u>. 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 A day of November, 1988.

4011401		
ex Colin M. Ella	/	
Its Manager-Loan Admin.	1989 Jan	COOK COUNTY
Tenant" Paul Ahn	27	A LNDOC
Tau Ann	图 2.2	ECOED ILLINOIS
ddress: 9017-9019 W. 151st Street	25	<i>5</i> 5

89042712

UNOFFICIAL COPY2

	STATE OF WASHINGTON) [LENDER'S ACKNOWLEDGMENT]) SS
	COUNTY OF KING)
Ani	On this day personally appeared before me Colin M. Elder to me known to be the Manager Loan Almin. of Great Lastreen Tusured 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 9th day of 220000000000000000000000000000000000
	NOTARY • · PUBLIC My Commission Expires 5-5-91 Washington, residing at Seattle My Appointment Expires: 9-5-91
	STATE OF ILLINOIS (TENANT ACKNOWLEDGMENT - INDIVIDUAL) COUNTY OF COOK)
.•	On this day personally appeared before me Paul Ahn 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 $2)^{ST}$ day of D E
	Joan R. Pfister Notary Public, State of Illinois My Commission Expires Mar. 19, 1990 My Commission Expires Mar. 19, 1990 My Commission Expires:
	STATE OF) [TENANT ACKNOWLEDGMENT - CORPORATE]) SS
	COUNTY OF)
	On this day personally appeared before me, to me known to be the, the corporation which executed the fore-
	going 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 was authorized to execute said document, and that the corporate seal (if any) affixed is the corporate seal of said corporation.

The state of the s

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

Signature:
Name: My Commission Expires:
STATE OF) [TENANT ACKNOWLEDGMENT - INDIVIDUAL
On this day of , 198, before me, the undersigned. a Notary Public in and for said state, personally appeared , known to me, or proved to me on the basis of satisfactory evidence, to be a general partner of , the partnership that executed the within and foregoing instrument, known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed said instrument on behalf of said partnership, and acknowledged to me that said partnership executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.
Signature: Name: My Commission Expires:
STATE OF) [TENANT ACKNOWLED GMENT - CORPORATE COUNTY OF) SS PARTNERSHIP]
On this day of, 198_, refore me, the undersigned, a Notary Public in and for said state, personally appeared, known to me, or proved to me on the basis of
of, the corporation that executed the within and foregoing instrument, and known to me, or proved to me on the
basis of satisfactory evidence, to be the person who executed the within and foregoing instrument on behalf of said corporation, said corporation being known to me, or proved to me on the basis of satisfactory evidence, to be the general partner of, the partnership that executed the within and foregoing instrument, and acknowledged to me that said corporation executed the same as such general partner and that such partnership executed the same.

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

Signature	•
Name	
My Commission Expires	

EXHIBIT A

Legal Description:

LOTS 6 AND 7 IN ORLAND SQUARE VILLAGE UNIT NUMBER II, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 36 ON ANGE 1.

Dropolation of Country Clark's Office NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

> CLOSE 2 Rev. 8/88