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

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WHEN RECORDED MAL TO:

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possession of the Leased Premises so long as Tenant is not the under the a'ling 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 ("Tenant") has a lease dated December 14, , 1978 (the "Lease") with Landlord on all or a portion of the Property (the "Leased Premises"). White Hen Panty, Inc., a Delaware corporation Mortgage recording information.) (100) County Recorder's instrument, fee or recording (as applicable) number 89042705 on AMUARY 27, 198 9. (The parties hereby authorize the title company to insert ine appropriate refiter inserted in this sentence, that the Mortgage was recorded under currently with the recording of this instrument, or, if recording information Exhibit A. The parties acknowledge that the Morkgage is being recorded con-(the "Property"), which property is more particularly described on attached Orland Park, Illinois (the "Nortgage") on the property commonly knows as 9003-9027 W. 151st Street. ecurity instrument marked with Soo Kim and fter be called "Lender." Lender .024 xod .0.9 ai azanbbs saonw sshington corporation CORPORATIOH, ORKMENT AGREEMENT

the assurances and statements made in this agreement. Lease. Tenant also understands that, in making the Loan, Lender will rely on

. NOW, THEREFORE, Lender and Tenant agree as follows:

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- 1. <u>Subordination</u>. 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 of eclosing 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 torn 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 origical 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 nor consented to by Lender except for the First Amendment to Lease dated May 11, 1975.
- 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. <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.

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- 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 6%	day of	December	, 198	8	
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STATE OF WASHINGTON) [LENDER'S ACKHOWLEDGMENT] COUNTY OF KING)	
On this day personally appeared before me Colin M-Elder to me known to be the Manager-loan Admin. of Great Northern Instruction of the Coro., 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 helder was authorized to execute said document, and that the corporate seal (if any) affixed is the corporate seal of said corporation.	sum
Witness my hand and official seal hereto affixed this 94. day of January, 1989. LAUPA KAY PATTIE STATE UT WASHINGTON NOTARY PUBLIC My Commission Expire: 9-5-91 Washington, residing at Seattle My Appointment Expires: 9-5-91	·••
STATE OF	89042717
Notary Public in and for the State of residing at My Commission Expires: STATE OF	.• •
On this day personally appeared before me George 5. Bryis to me known to be the Sr. Vice. President of White Hen Party Inc. the corporation which executed the for 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 he was authorized to execute said document, and the corporate seal of said corporation.	

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UNOFFICIAL COPY

IN WITNESS WHEREOF I have hereunto set my hand and official seal

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

person who executed said instrument on behalf of said partnership, and acknow-

Signature:
Name:
Name:
Ity Commission Expires:

ledged to me that said partnerhsip executed the same.

STATE OF _______) [TENANT ACKNOWLED MENT - CORPORATE COUNTY OF ______) SS PARTNERSHIP]

On this _____day of ______, 198 _, inform 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 the ______

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

	Si	ignature:	
		Name:	
Му	Commission	Expires:	

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. CLOSE 2 Rev. 8/88 Property of Coot County Clert's Office

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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 .

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

> CLOSE 2 Rev. 8/88

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