73-01-156 D3(E):

	WA 38101 8919992	Whichell 10
SUBO	RDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT	15
X	GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation	10.
	GNA LIFE INSURANCE COMPANY, a Washington corporation	
	to be secured by the following security instrument marked deed of trust	d with
	mortgage deed to secure debt	
(the "Mortgage	") on the property commonly known as 125 E. Lake S	<u>t.</u>
Exhibit A. Th currently with is hereafter i plicable) numb (The parties h	"), which property is more particularly described on atta e parties acknowledge that the Mortgage is being recorded the recording of this instrument, or, if recording informserted in this sentence, that the Mortgage was recorded County Recorder's instrument, fee or recording (a on , 198 ereby authorize the title company to insert the appropriading information.)	mation under us ap-

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("Tenant") has a lease dated <u>April 28</u>, 1988 (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. <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.
- (b) Lender will not join Tenant as a party defendant in any action or proceeding (oreclosing 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 Propercy 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.

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- 7. Lender's Option To Cure Landlord's Default. Tenant agrees 4that it will notify Lender if Landlord is in default under the Lease and will give Tenant agrees Ahat 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.
- 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.
- Any notices under this agreement shall be sent by certi-Notices. fied 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.
- This agreement shall be binding upon and 10. Successors and Assigns. shall inure to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns.

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DATED	this		day of	many.	198_	<u> </u>

"Lender"

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"Tenant"

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STATE OF WASHINGTON) [LENDER'S ACKNOWLEDGMENT]) SS COUNTY OF KING)
On this day personally appeared before me <u>Colin M. Elder</u> , to me known to be the <u>Manager-Loan Admin of Great Northern Insured</u> Annuity <u>Corp</u> , the corpodation 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 26 44 day of 4pril 1989.
LAURA KAY PAITIE STATE OF WASHINGTON NOTARY PUBLIC My Commission Expires 9-5-31 LAURA KAY PAITIE Notary Public in and for the State of Washington, residing at Seaffle My Appointment Expires: 9-5-91
STATE OF COUNTY OF LOOK SS TENANT ACKNOWLEDGMENT - INDIVIDUAL] COUNTY OF LOOK COUNTY OF LOO
On this day personally appeared before me to me known to be the individual(s) who executed the foregoing document, and acknowledged to me that signed the same as free and voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and official seal hereto affixed this come day of
Witness my hand and official seal hereto affixed this <u>sorv</u> day of <u>Names</u> , 1989.
OFFICIAL SEAL " JACLYN J. BUCARO NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 10/9/91 My Commission Expires: 10-9-9-1.
STATE OF) [TENANT ACKNOWLEDGMENT - CORPORATE]) SS
COUNTY OF)
On this day personally appeared before me
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.

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EXHIBIT A

Legal Description

PARCEL 1:

LOT 1 IN OAKFIELD CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 09 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN EASEMENT AGREEMENT RECORDED MARCH 11, 1987 AS DOCUMENT 87133479 FOR INGRESS AND EGRESS AND PARKING FACILITIES OVER PORTIONS OF LOTS 1 AND 2.

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