

Recording Requested By: K. Starr, GNA  
When Recorded Mail to:

COOK COUNTY RECORDER'S OFFICE

06-26-302-012-0000  
125 E. Lake, Bartlett, IL

72-01-156  
23

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

GNA Loan No. 894  
Servicer Loan No. \_\_\_\_\_

89200000

SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT

GREAT NORTHERN INSURED ANNUITY CORPORATION,  
a Washington corporation

\$16.00

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 Paul Ha Jin Kim and Mechelle Eun Ja Kim

("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 149 ~~125~~ E. Lake St. Bartlett, IL.

(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 \_\_\_\_\_, 198 \_\_\_\_\_. (The parties hereby authorize the title company to insert the appropriate Mortgage recording information.)

DOMINO'S PIZZA, INC., a Michigan corporation,

("Tenant") has a lease dated October 14, 19 83 (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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AMERICAN BAR ASSOCIATION

AND THE  
OFFICE OF THE  
CLERK OF THE COURT

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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. 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 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 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 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 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 3rd day of April, 1989.

"Lender"

By

*[Handwritten Signature]*  
Manager - Loan Admin.

"Tenant"

Domino's Pizza, Inc.

By

*[Handwritten Signature]* 4/3/89  
Donna L. Owen, Divisional Vice President

Address:

30 Frank Lloyd Wright Dr., P.O. Box 997  
Ann Arbor, MI 48106-0997  
ATTN: Corporate Leasing & Real Estate

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1989 MAY -4 PM 3 18

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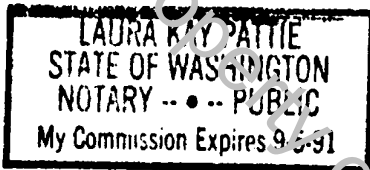
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STATE OF WASHINGTON ) [LENDER'S ACKNOWLEDGMENT]  
 ) SS  
COUNTY OF KING )

On this day personally appeared before me Celin M. Elder,  
to me known to be the Manager-Loss Admn. of Great Northern Insured  
Annuity Corp, 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 he/she was authorized to execute said document, and that the cor-  
porate seal (if any) affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed this 26th  
day of April, 1989.



Laura Kay Pattie  
Notary Public in and for the State of  
Washington, residing at Seattle.  
My Appointment Expires: 9-5-91.

STATE OF \_\_\_\_\_ ) [TENANT ACKNOWLEDGMENT - INDIVIDUAL]  
 ) SS  
COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_\_ day of  
\_\_\_\_\_, 198 .

\_\_\_\_\_  
Notary Public in and for the State of  
\_\_\_\_\_, residing at \_\_\_\_\_.  
My Commission Expires: \_\_\_\_\_.

STATE OF MICHIGAN ) [TENANT ACKNOWLEDGMENT - CORPORATE]  
 ) SS  
COUNTY OF WASHTENAW )

On this day personally appeared before me Donna L. Owen,  
to me known to be the Divisional Vice President of Domino's Pizza, Inc.,  
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 she 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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IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.

Signature: Deborah Pear  
Name: Deborah Pear  
My Commission Expires: August 20, 1991

STATE OF \_\_\_\_\_ )  
  ) SS            [TENANT ACKNOWLEDGMENT - INDIVIDUAL  
COUNTY OF \_\_\_\_\_ )                        PARTNERSHIP]

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 \_\_\_\_\_ )  
  ) SS            [TENANT ACKNOWLEDGMENT - CORPORATE  
COUNTY OF \_\_\_\_\_ )                        PARTNERSHIP]

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 the \_\_\_\_\_ 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.

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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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