

Prepared
~~Recording Requested~~ By and
When Recorded Mail To:

K. Starr

GNA

P.O. Box 490

Seattle, WA 98111-0490

GNA Loan No. 01247

Servicer Loan No. _____



SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation, ("Lender") 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 Chicago Title and Trust Company, as Trustee, under Trust Agreement dated October 4, 1974

("Landlord") to be secured by the following security instrument marked with an "X":

- deed of trust
- mortgage
- deed to secure debt

DEPT-01 RECORDING 11:25
 745555 TRAH 6513 10/01/90 11:45:00
 #0777 # E *-90-476683
 COOK COUNTY RECORDER

(the "Mortgage") on the property commonly known as _____
91 Joey Drive, Elk Grove Village, Illinois

(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 Cox County Recorder's instrument, fee or recording (as applicable) number 90476680 on OCTOBER 18, 1990. (The parties hereby authorize the title company to insert the appropriate Mortgage recording information.)

FORM PLASTICS COMPANY

("Tenant") has a lease dated February 22, 1988* (the "Lease") with Landlord on all or a portion of the Property (the "Leased Premises"). * and amended on July 11, 1990

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:

*1800
Haw*

156213 E110791
BHM
N98082

90476683

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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.

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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.

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 10th day of September, 1990.

"Lender"

GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington Corporation

BY [Signature]
Its [Signature]

"Tenant"

BY [Signature]
Its [Signature]

Address: [Address]
[Address]
[Address]

30476643

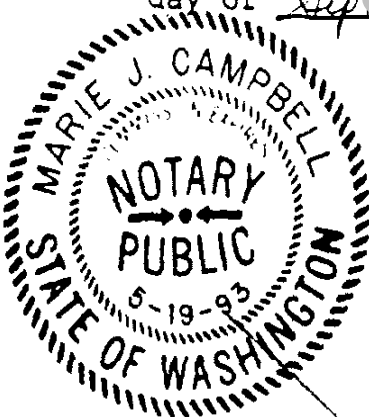
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[LENDER'S ACKNOWLEDGMENT]

STATE OF WASHINGTON)
) SS
 COUNTY OF KING)

On this day personally appeared before me Harry P. Hovey,
 to me known to be the Assistant Vice President of GREAT NORTHERN
 INSURED ANNUITY CORPORATION 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 corporate seal
 (if any) affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed this 26th
 day of September, 1990.



Marie J. Campbell
 Notary Public in and for the State of
 Washington, residing at Washington
 My Commission Expires: 5-19-93

[TENANT ACKNOWLEDGMENT - INDIVIDUAL]

STATE OF _____)
) SS
 COUNTY OF _____)

On this day personally appeared before me _____,
 to me known to be the
 individual(s) who executed the foregoing document, and acknowl-
 edged to me that _____ signed the same as _____ free and
 voluntary act and deed for the uses and purposes therein men-
 tioned.

Witness my hand and official seal hereto affixed this _____
 day of _____, 19____.

 Notary Public in and for the State of _____
 _____, residing at _____
 My Commission Expires: _____

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[TENANT ACKNOWLEDGMENT - CORPORATE]

STATE OF _____)
) SS
COUNTY OF _____)

On this day personally appeared before me Edward J. [unclear],
to me known to be, or proved to me on the basis of satisfactory
evidence, the [unclear] of [unclear],
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 [unclear] 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 25
day of Sept, 19 .

Alan H. Coakley
OFFICIAL SEAL
ALAN H. COAKLEY, Notary Public in and for the State
of ILLINOIS, residing at _____
My Commission Expires: _____
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Mar. 4, 1991

[TENANT ACKNOWLEDGMENT - INDIVIDUAL PARTNERSHIP]

STATE OF _____)
) SS
COUNTY OF _____)

On this day personally appeared before me _____
to me known to be, or proved to me on the basis
of satisfactory evidence, to be a general partner of _____
the partnership
which 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.

Witness my hand and official seal hereto affixed this _____ day of
_____, 19____.

Notary Public in and for the State
of _____, residing at _____
My Commission Expires: _____

Rev.
3/21/90

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[TENANT ACKNOWLEDGMENT - CORPORATE PARTNERSHIP]

STATE OF _____)
) SS
COUNTY OF _____)

On this day personally appeared before me _____
_____, to me known to be, or proved to me on the basis
of satisfactory evidence, to be the _____
of _____, the
corporation 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 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.

Witness my hand and official seal hereto affixed this ____ day of
_____, 19 ____.

Notary Public in and for the State
of _____, residing at _____
My Commission Expires: _____

Rev.
3/21/90

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LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN MAYFAIR INDUSTRIAL PARK, UNIT NUMBER 1, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN MAYFAIR INDUSTRIAL PARK, UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 91 Joey Drive, Elk Grove Village, Illinois 60007-1378.

P.I.N.: 08-22-301-018-0000
08-22-301-019-0000

Exhibit "A"

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