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Recording Requested By and When Recorded Mail To: K. Starr	90057770
GNA P.O. Box 490 Seattle, WA 98111-0490 GNA Loan No. 1051 Servicer Loan No.	
subordination, nondisturbance and [43] GREAT NORTHERN INSURED ANNU Washington corporation	
[] SMA LIFE INSURANCE COMPANY, The corporation marked with an " P.O. Box 490, Seattle, Washington, 98.	X" above, whose address i 111-0490, shall hereinafts

to Anthony Giambastiani and Giorgio Bonaccorsi, General Partners, d/b/a G & B Investments Co. ("Landlord"), to be secured by the following security instrument marked with an "X":

- [XX] deed of trust
- mortgage
- deed to secure debt

RECORDING TRAN 2501 02/02/90 16103:00 COOK COUNTY RECORDER

(the "Mortgage") on the property commonly known as 8831-45 West 159th Street, Orland Hills, 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 sentence, that the Mortgage was recorded under <u>COOK</u> County Reporter instrument, fee or recording (as applicable) on February 7 number on tebruary to insert the appropriate , 1990. Mortgage recording information.) 96057770

("Tenant") has a lease dated (Luade) with Landlord on all or a portion of the Property (the "Leased Premises").

Lender needs assurances from Tenant in order to make the 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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Property of County Clerk's Office

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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.
- 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 two of the Lease.
- (b) Lander 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 Tenent hereby attorns to Lender as its lessor, except Lender shall not ou:
- (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.
- Rental Payments. Tenant agrees that it will pay rent under the Lease to Lender upon written demand from Lender.

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- 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 remeales 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 Tenent shall be sent to Tenent at the address set forth below its signiture hereon.
- 10. Successors And Assigns. This expresent shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns.

DATED this 20th	day of November	89
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[LENDER'S ACKNOWLEDGMENT]

STATE OF WASHINGTON)) SS
COUNTY OF KING	
INSURED ANNUITY Co corporation which es edged the said docum of said corporation, and on path stated	resonally appeared before me of GREAT MORPHERN OF GREAT MORPHERN PROGRATION/GNA LIFE INSURANCE COMPANY the executed the foregoing document, and acknowlent to be the free and voluntary act and deed for the uses and purposes therein mentioned, that he/she was authorized to execute said the corporate seal (if any) affixed is the id corporation.
day of Amulus	and official seal hereto affixed this ask
CAMPIN COMMENTERS	Mari Q. Campbell
San	Notary Public in and for the State of Washington, residing at Washington,
MOIAAN	My Commission Expires: 5-19-13
PUBLIC 3	
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Name (Think	NT ACKNOWLEDSMENT - INDIVIDUAL)
WASHING OF	
STATE OF	
44791411	SS
COUNTY OF	<i>7</i>
On this day per	sonally appeared before in to me known to be the
edged to me that	signed the same as free and leed for the uses and purposer therein men-
Witness my hand day of	and official seal hereto affixed this
	Notary Public in and for the State of

My Commission Expires:

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[TENANT ACKNOWLEDGMENT - CORPORATE]

STATE OF ILLINOIS)
STATE OF ILLINOIS) COUNTY OF DuPage)
On this day personally appeared before me Vic J. Steele to me known to be, or proved to me on the basis of satisfactory evidence, the Vice President of Mellon Financial Services Corporation , the corporation which executed the foregoing document, and acknowledged the said
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 or cath stated that he 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 20th day of November , 19 89 .
Notary Public in and for the State of LLINOIS, residing at Lombard, IL My Complession Expires: 2/10/90
[TENANT ACKNOWLEDGMENT - INCIVIDUAL PARTNERSHIP]
STATE OF } SS
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
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. 1/30/89

C/ort's Orrica

EXHIBIT A

Legal Description:

That part of the Northeast 1/4 of Section 22, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the South Line of 159th Street as dedicated by document number 10909315 with the East Line of the West 580.00 feet of the East 1/2 of the Northerst 1/4 of said Section 22; Thence south on the last dendribed line a distance of 300.36 feet to a point on a line parallel with the North Line of said Northeast 1/4; Thence East on the last described line a distance of 225.00 feet to a point on a line 805.00 feet East of and parallel with the West line of the East 1/2 of the Northeast 1/4; Thence North on the last described line a distance of 300.00 feet to a point on the South line of 150th Street aforedescribed; Thence West on the last described line a distance of 225.00 Feet to the point of the beginning, in Cook County, Illinois.

27-22201-015

8831-8845 WEST ISAL STREET

Page Number

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