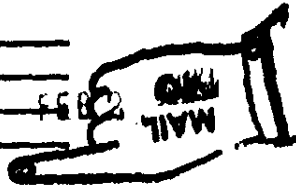


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Recording Requested By and  
When Recorded Mail To:

K. Starr  
GNA  
P.O. Box 490  
Seattle, WA 98111-0490  
GNA Loan No. 1051  
Servicer Loan No.



90057771

SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT

- GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation
- 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 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":

- deed of trust 90057771
- mortgage
- deed to secure debt

DEPT-01 RECORDING  
142222 TRAM 3501 02/02/90 16103100 \$17  
16821 \*40-057771  
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 this sentence, that the Mortgage was recorded under COOK County Recorder's instrument, fee or recording (as applicable) number X 90057768 on February 2, 1990. (The parties hereby authorize the title company to insert the appropriate Mortgage recording information.)

MBNL Mortgage of Illinois ("Tenant") has a lease dated April 1, 1989 (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:

*Handwritten signature*

6 all 51210977 MEC CLK

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Property of Cook 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.

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 20 day of November, 1987.

"Lender" First National Bank of America  
By [Signature]  
Its President

"Tenant"  
NBD Mortgage of Illinois  
By [Signature]  
Its President

Address:  
2000 S. Naperville Road  
Wheaton, Illinois 60187

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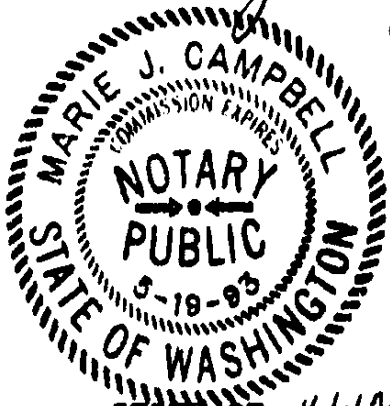
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[LENDER'S ACKNOWLEDGMENT]

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On this day personally appeared before me Janet M. Jacobs, to me known to be the Manager Loan Closing of GREAT NORTHERN INSURED ANNUITY CORPORATION/GNA LIFE INSURANCE COMPANY 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 25<sup>th</sup> day of January, 1990.



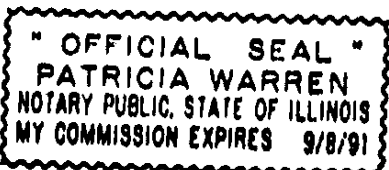
Marie J. Campbell  
Notary Public in and for the State of  
Washington, residing at Woodville  
My Commission Expires: 5-19-93

[TENANT ACKNOWLEDGMENT - INDIVIDUAL]

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this day personally appeared before me ROBERT L. HOZER,  
PRESIDENT, to me known to be the individual(s) who executed the foregoing document, and acknowledged to me that HE signed the same as HIS free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this 20 day of NOVEMBER, 1989.



Patricia Warren  
Notary Public in and for the State of  
ILLINOIS, residing at COOK  
My Commission Expires: 9-8-91

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Property of Cook County Clerk's Office

11/11/11

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[TENANT ACKNOWLEDGMENT - CORPORATE]

STATE OF ILLINOIS )
COUNTY OF COOK ) SS

On this day personally appeared before me Robert L. Nolan to me known to be, or proved to me on the basis of satisfactory evidence, the President of NBD Mortgage Corporation of Illinois, 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 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 20 day of NOVEMBER, 1989.



Notary Public in and for the State of ILLINOIS, residing at [address], My Commission Expires: 9/8/91

[TENANT ACKNOWLEDGMENT - INDIVIDUAL PARTNERSHIP]

STATE OF \_\_\_\_\_ )
COUNTY 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 \_\_\_\_\_, 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: \_\_\_\_\_

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## 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 Northeast 1/4 of said Section 22; Thence south on the last described 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 159th Street as described; Thence West on the last described line a distance of 225.00 feet to the point of the beginning, in Cook County, Illinois.

27-22-201-015

8831-8845 W. 154th STREET  
ORLAND HILLS, IL

Page Number

