

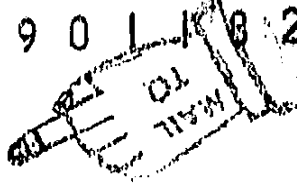
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Recording Requested By and  
When Recorded Mail To:

K. Starr  
GNA  
P.O. Box 490  
Seattle, WA 98111-0490  
GNA Loan No. 1110  
Servicer Loan No. \_\_\_\_\_

Rally Rent-A-Car



51219229 pm 6/11

## SUBORDINATION, NONDISTURBANCE AND ATTORNMENT 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 Commercial National Bank of Berwyn, as Trustee for Trust Number 860970

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

- deed of trust
- mortgage
- deed to secure debt

DEPT-01 RECORDING \$17.25  
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 COOK COUNTY RECORDER

(the "Mortgage") on the property commonly known as Orland Auto Retail

(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 \_\_\_\_\_, 19\_\_\_\_. (The parties hereby authorize the title company to insert the appropriate Mortgage recording information.)

Rally Rent-A-Car, Inc.  
("Tenant") has a lease dated December 21, 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. 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 20th day of February, 1990.

"Lender" First Northern Insurance Company Corporation  
By James M. [Signature]  
Its Manager, [Signature]

"Tenant"

Rally Rent A Car Inc.  
By W. Raleigh Klean  
Its PRESIDENT  
Address: 6227 W. 95 TH STREET  
OAK LAWN, IL 60453

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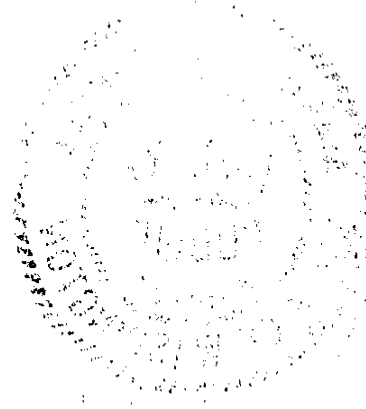
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[TENANT ACKNOWLEDGMENT - CORPORATE]

STATE OF Illinois )  
COUNTY OF Cook ) SS

On this day personally appeared before me W. RALPH KEAN, to me known to be, or proved to me on the basis of satisfactory evidence, the PRESIDENT of RALLY RENT-A-CAR, INC., 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 Feb, 1990.

" OFFICIAL SEAL "  
KATHLEEN M. KAMBA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/29/90

Kathleen M. Kamba  
Notary Public in and for the State  
of Illinois, residing at 4300 W. 95th St - Oakbrook, IL  
My Commission Expires: Dec. 29, 1990

[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

A PARCEL OF PROPERTY LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 0 DEGREES 00 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15 (ALSO THE CENTER LINE OF 94TH AVENUE) FOR A DISTANCE OF 64.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15 FOR A DISTANCE OF 50.00 FEET TO A POINT (SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF 94TH AVENUE PER DOCUMENT NUMBER 70L16926); THENCE SOUTH 44 DEGREES 41 MINUTES 27 SECONDS EAST ALONG THE SAID EAST RIGHT-OF-WAY LINE OF 94TH AVENUE FOR A DISTANCE OF 21.27 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 159TH STREET PER DOCUMENT NUMBER 70L16926; THENCE SOUTH 89 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF 159TH STREET FOR A DISTANCE OF 776.69 FEET TO A POINT IN A LINE LYING 500.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AT THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 00 MINUTES 45 SECONDS EAST ALONG THE SAID LINE 500.00 FEET WEST OF AND PARALLEL TO THE SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 15 FOR A DISTANCE OF 398.78 FEET TO A POINT IN A LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 32 MINUTES 48 SECONDS EAST ALONG THE SAID LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15 FOR A DISTANCE OF 250.00 FEET TO A LINE 250.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 0 DEGREES 00 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 393.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 159TH STREET; THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 159TH STREET FOR A DISTANCE OF 172.05 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 12 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF 159TH STREET FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF 159TH STREET FOR A DISTANCE OF 77.92 FEET TO THE POINT OF BEGINNING.

*in Cook county Illinois*

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01/10/2011