

# UNOFFICIAL COPY

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Prepared  
Recording Requested By and  
When Recorded ~~With~~ To:  
GREAT NORTHERN INSURED  
ANNUITY CORPORATION  
P. O. Box 490  
Seattle, Washington 98111-0490  
GNA Loan No. 1107

DEPT. OF RECORDING 117.00  
BOX 15  
MARCH 1989 05/30/96 16 11 00  
NRS *Murphy* 90-142930  
(N24-19348-14) RECORDER

## SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

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GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation ("Lender"), has agreed to make a loan (the "Loan") to The Harris Bank of Barrington, as Trustee under trust agreement dated September 25, 1986 under trust number 11-3724, whose beneficiary is the Werd Construction Company ("Landlord"), to be secured by a deed of trust or mortgage (the "Deed of Trust") on the property commonly known as 220-240 E. Northwest Highway, Palatine, Illinois 60067 (the "Property"), which property is more particularly described on attached Exhibit A. The parties acknowledge that the Deed of Trust is being recorded concurrently with the recording of this instrument, or, if recording information is hereafter inserted in this sentence, that the Deed of Trust was recorded under 90142928 <sup>COA</sup> County Recorder's File No. 90142928 on MARCH 30 1980. (The parties hereby authorize the title company to insert the appropriate Deed of Trust recording information.)

Associates Realty Corporation ("Tenant") has a lease dated March 25, 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:

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 Deed of Trust, and to any and all renewals, modifications and extensions of the Deed of Trust, 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):

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(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 Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust, 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 Deed of Trust 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 Tenant's 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 Deed of Trust and to any and all renewals, modifications and extensions of the Deed of Trust, and any and all other instruments held by Lender as security for the Loan.

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1. Lender's Right 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 Lender exercises its right to terminate the Lease under the Lease.

2. Assignment of Lease. Tenant understands that Landlord's interest in the Lease has been assigned to Lender as security under the Mortgage. Until Lender releases Lender of its liability, Lender assumes liability, liability, or other obligations Tenant has or shall have.

3. Notice. Any notices under this agreement shall be sent by certified mail. Any notice sent to Landlord shall be sent to Lender at the address set forth on the first page of this agreement. Any notice sent to Tenant shall be sent to Tenant at the address set forth below, its signature hereon.

4. Entire Agreement. This agreement shall be entire, upon and shall bind the undersigned parties in their heirs, administrators, representatives, assigns, and assigns.

DATED this 1st day of February, 1970.

*Great Northern Storage & Warehouse Corporation, a Washington Corporation*

*W. M. [Signature]*  
Manager, 220 E. [Address]

Associates Realty Corporation

*Mary [Signature]*  
Manager

240 E. Northwest Highway  
Unit A  
Palatine, Illinois 60067

ENCLOSURE 2  
Rev. 8/68

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

On this day personally appeared before me Janet M. Ingogly, to me known to be the **Manager-Loan Closing** 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 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 March, 1990

Marie J. Campbell

Notary Public in and for the State  
of Washington, residing at Woodinville  
My Appointment Expires: 5-19-93



Property of Cook County Clerk's Office

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I, Deborah J. Dagosto, Notary Public in and for the State of Illinois, do hereby certify that this is a true and correct copy of the original instrument as shown to me on the date first above written.

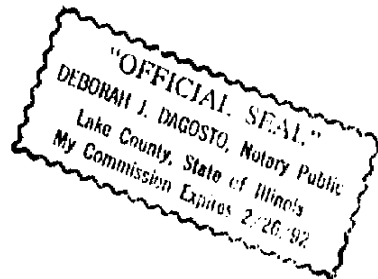
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS COUNTY OF COOK  
IN AND FOR THE COUNTY OF COOK I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS SHOWN TO ME ON THE DATE FIRST ABOVE WRITTEN.

On this 2nd day of FEBRUARY, 1990, before me, the undersigned Notary Public in and for the State of Illinois, appeared DAVID DAVID FAHRENBACH, known to me, or proved to me on the basis of satisfactory evidence, to be a general partner of ASSOCIATES REAL ESTATE 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 the instrument on behalf of said partnership, and acknowledged the execution of said partnership executed the same.

I, Deborah J. Dagosto, Notary Public in and for the State of Illinois, do hereby certify that this is a true and correct copy of the original instrument as shown to me on the date first above written.

Signature: \_\_\_\_\_  
Name: DEBORAH J. DAGOSTO  
My Commission Expires: 2/26/92



STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
IN AND FOR THE COUNTY OF \_\_\_\_\_ I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS SHOWN TO ME ON THE DATE FIRST ABOVE WRITTEN.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public in and for the State of Illinois, appeared \_\_\_\_\_, known to me, or proved to me on the basis of satisfactory evidence, to be the \_\_\_\_\_ of \_\_\_\_\_, the within and foregoing instrument, and on the basis of satisfactory evidence, to be the person who executed the within and foregoing instrument on behalf of said partnership, and acknowledged the execution of said partnership executed the same.

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## LEGAL DESCRIPTION

LOT 16 (EXCEPT THE WEST 30 FEET, AS MEASURED ALONG THE NORTH LINE THEREOF)  
IN RENAISSANCE SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 14,  
TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 220-240 Northwest Highway, Palatine, Illinois 60067

P.I.N. 02-14-100=015

Property of Cook County Clerk's Office

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EX A.