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Prepared

Recording Requested By and

When Recorded ~~Mail To:~~

90142932

GREAT NORTHERN INSURED  
ANNUITY CORPORATION

P. O. Box 490

Seattle, Washington 98111-0490

GNA Loan No. 1107

DEC 15

NTS

*Attorel*  
(N24-19348-14)

## SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

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⑦  
⑧  
A 252172-ELISETA

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 Ward 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 <sup>604</sup> 90142932 County Recorder's File No. 90142932 on MARCH 30, 1987. (The parties hereby authorize the title company to insert the appropriate Deed of Trust recording information.)

Northwest Orthopedic Surgery ("Tenant") has a lease dated September 7, 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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7. Tenant's liability in case landlord's default. Tenant agrees that it will remain liable to Lender as if it were landlord under the Lease, and will give Lender thirty (30) days after receipt of written notice in order to cure the default in the event that Lender at all times specified under the Lease.

8. Assignment of Lease. Tenant understands that Lender's interest in the above described premises is Lender's security under the Mortgage. Until Lender is no longer the Mortgagee, however, Lender assumes no duty, liability or obligation to cure or repair the premises.

9. Notice. All notices under this agreement shall be sent by certified mail, return receipt requested, to Lender at the address set forth in the first paragraph of this agreement. Any notice sent to Tenant shall be returned to the address set forth below its signature hereon.

10. Entire agreement. This agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, assigns, representatives, successors, and assigns.

DATED this 20th day of March, 1970.

*Great Northern Insured Guaranty Corporation, a Washington Corporation*

*John W. [unclear] Manager, Loan Closing*

Northwest Orthopedic Surgery  
*[Signature]*  
220 E. Northwest Highway  
Unit F  
Palatine, Illinois 60067

Property of Cook County Clerk's Office

90142332

CLOSE 2  
Ev. 8/88

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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 20<sup>th</sup> day of November, 1987.

40 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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STATE OF MARYLAND [LENDER'S ACKNOWLEDGMENT]  
COUNTY OF KING

On this day, personally appeared before me \_\_\_\_\_ of \_\_\_\_\_ 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 here affixed this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public in and for the State of Maryland, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IL [LENDER'S ACKNOWLEDGMENT - INDIVIDUAL]  
COUNTY OF \_\_\_\_\_

On this day, personally appeared before me \_\_\_\_\_ to me known to be the individual \_\_\_\_\_ and acknowledged the foregoing document, and acknowledged to me that \_\_\_\_\_ signed the same as free and voluntary act and deed of said \_\_\_\_\_ and purposes therein mentioned.

Witness my hand and official seal here affixed this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_ residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS [LENDER'S ACKNOWLEDGMENT - CORPORATION]  
COUNTY OF COOK

On this day, personally appeared before me DEBORAH J. DAVIS of DEBORAH J. DAVIS 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 JE was authorized to execute said document, and that the corporate seal (if any) affixed is the corporate seal of said corporation.

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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

DEPT-01 RECORDING \$18.00  
TRIM 02-14-100=015 02-14-100=015 16 18-00  
BOOK # 5 2-90-142932  
COOK COUNTY RECORDER

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EX. A