Prepare & no

Recording Requested By and When Recorded Mail To:
GREAT NORTHERN INSURED ANNUITY CORPORATION

1991 JUN -6 PH 2: 24

91272328

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P. O. Box 490

Seattle, Washington 98111-0490

GNA Loan No. 1357

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington

\$18.00

corporation ("Lender"), has agreed to make a loan (the "Loan") to LaSalle National Bank As Trustee Under Trust Agreement dated January 23, 1974 and known as Trust No. 47166.

("Landlord"), to be secured by a deed of trust or mortgage (the "Deed of Trust") on the property commonly known as 2040 North Janice, Helrose Park, Illinois.

(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

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 County Recorder's File No. 1273/7 on TUNE 6, 199/. (The parties hereby authorize the title company to insert the appropriate Deed of Trust recording information when available.

Brewer Sewing Supplies Company, An Illinois Corporation

("Tenant") has a lease dated <u>December 8</u>, 19<u>89</u> (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. <u>Subordination</u>. 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.

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- 2. <u>Tenant Not To Be Disturbed</u>. 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 joint 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. <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 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. 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 in connection with the Loan. Until Lender becomes owner of the Property, however, Lender assumes no duty, liability or obligation to Tenant under the Lease.
- 9. <u>Notices</u>. Any notices under this agreement shall be sent by certified mail to the addresses indicated below.
- 10. <u>Syccessors And Assigns</u>. 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 | 15 M day | y of | MARCH, | 19 91 |
|-------|------|----------|------|--------|-------|
|-------|------|----------|------|--------|-------|

"Lender"

CREAT NORTHERN INSURED ANNUITY CORPORATION

By ant / (daron

Its minagh- Joan Cloung

Address:

P. O. Box 490 Seattle, WA 98111-0490

"Tenant"

BREWER SENING SUPPLIES

Its VICE PRES - FINANCE Address:

3800 W 42NO ST CHICAGO IL 60157

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|---|--|
| STATE OF WASHINGTON) [LENDER'S ACKNOWLEDGME | NT] |
| COUNTY OF KING) | |
| On this day personally appeared before me MMI to me known to be the MMMWA-WAW LOYNA OF GI INSURED ANNUITY CORPORATION, the corporation which foregoing document, and acknowledged the said docume free and voluntary act and deed of said corporation, and purposes therein mentioned, and on oath stated authorized to execute said document, and that the comparation of the corporate seal of said corporation. | REAT NORTHERN executed the ent to be the for the uses that he was proporate seal |
| Withers, my hand and official seal hereto affixe | ed this 17th |
| Deborah V. Onusi | hi |
| Notary Public in and fo | |
| of Washington, residing My Appointment Expires: | 11-13-94 |
| WAS TO THE REPORT OF THE PARTY | |
| COUNTY OF) SS [TENANT ACKNOWLEDGMENT INDIVIDUAL] | - |
| On this day of , 1990, befundersigned, a Notary Public in and for said state appeared , personally or proved to me on the basis of satisfactory evidence | , personally known to me. |
| person whose name subscribed to the within in acknowledged that executed the same. | e, to be the istrument and |
| WITNESS my hand and official seal. | |
| Signature: | |
| Name: My Commission Expires: | |
| ny commission expires: | |

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| ILLINOIS |
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| STATE OF CALIFORNIA) (TENANT ACKNOWLEDGMENT - |
| (-a)) ss corporate |
| COUNTY OF /////) |
| |
| On this 25 th day of MARCH, 1990, before me the undersigned, a Notary Public in and for said state, personally |
| the undersigned a Notary Public in and for said state, personally |
| appeared T. P. HANS and personally known to me. |
| appeared T.P. HANSON, personally known to me, or proved to me on the basis of satisfactory evidence, to be the |
| person who executed the within instrument as the VICE-PRES OF |
| BREWER SCHING , the corporation that executed the within |
| instrument, and acknowledged to me that such corporation executed |
| the within instrument pursuant to its bylaws or a resolution of its |
| |
| board of directors. |
| |
| munuw WITH SComy hand and official seal. |
| " OFFICIAL SEAS" |
| THERESA FRANCE Signature: |
| NOTARY PUBLIC STATE OF ILLINOIS ame: Theresa FRANTE |
| MY COMMISSION EXPIRES 2/6/94 Commission Expires: 2/6/94 |
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| STATE OF CALIFORNIA (TENANT ACKNOWLEDGEMENT - |
| STATE OF CALIFORNIA (TENANT ACKNOWLEDGEMENT - |
| ss individual partnership] |
| |
| COUNTY OF SS INDIVIDUAL PARTNERSHIP] |
| COUNTY OF SS INDIVIDUAL PARTNERSHIP] |
| COUNTY OF |
| COUNTY OF |
| On this |
| On this day of, 1990, before me, the undersigned, a Notary Public in and for said state, personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as of the general purtners of, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same. |
| On this |
| On this day of, 1990, before me, the undersigned, a Notar/ Public in and for said state, personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as of the general pirtners of, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same. WITNESS my hand and official seal. |
| On this day of |
| On this day of, 1990, before me, the undersigned, a Notar/ Public in and for said state, personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as of the general pirtners of, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same. WITNESS my hand and official seal. |

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ILLINUIS STATE OF CALIFORNIA (TENANT ACKNOWLEDGEMENT -SS CORPORATE PARTNERSHIP] COUNTY OF On this ____ day of _____, 1990, before me, the undersigned, a Notary Public in and for said state, personally ____, personally known to me, or proved appeared to me on the basis of satisfactory evidence, to be the person who executed the within instrument as the , the corporation that executed the within instrument on behalf of partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such general partner and that such partnership executed the same. WITNESS my hand and official seal. Signature: Name: COOP COUNTY CLOTTES OFFICE My Commission Expires:

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EXHIBIT A

Legal Description:

ADDRESS

2040 Janice Avenue, Melrose Park, Illinois.

LEGAL DESCRIPTION

THE SOUTH 220 FEET OF LOT 4 IN J. EMIL ANDERSON'S RESUBDIVISION OF PART OF ANDERSON'S NORTH MANNIEM SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN:

7-7-40

704/17/2 C/0/4/5 Office

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