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

1991 JUN -6 PM 2: 24

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ANNUITY CORPORATION P. O. Box 490

Seattle, Washington 98111-0490

GNA Loan No. 1359

## SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT \$18.00

GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington 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 1950 North Mannteim, Melrose 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 instrument, or, if recording information is hereafter inserted in this sentence, that the Deed of Trust was recorded under COOK County Recorder's File No. 6 1272317 on TONE 6 1991.

(The parties hereby authorize the title company to insert the appropriate Deed of Trust recording information when available.

Everco Industries, Inc., an Illinois Corporation and Auto Components, Inc., an Illinois Corporation.

("Tenant") has a lease dated June 26 , 1984 (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 errorce 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 Temant 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>Successors 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.

MARCH

DAMED this 22ND day of

DVITTO	ciris da	y 01
		"Lender"
		GREAT NORTHERN INSURED
		ANNUITY CORPORATION
		By Linet M Waron
		Its manager - Apan Closing
		nadz coc.
		P. O. Box 496
		Seattle, WA 98111-0490
		"Tenant"
		T'_
		Auto Components, Inc.
		$\langle \langle \rangle \rangle$
	`	By John J. Oheelion
		Its
		Address:

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STATE OF WASHINGTON )	[LENDER'S ACKNOWLEDGMENT]
COUNTY OF KING )	1
to me known to be the [[[]]] INSURED ANNUITY CORPORATI foregoing document, and ac free and voluntary act and and purposes therein ment authorized to execute said	y appeared before me UNIT M. LAMM, OF GREAT NORTHERN ON, the corporation which executed the knowledged the said document to be the deed of said corporation, for the uses ioned, and on oath stated that he was document, and that the corporate seal orporate seal orporate seal orporate seal orporate seal orporate seal orporate.
AAr! Wishes my hand and	official seal hereto affixed this The
May, 199	Alelina NV. Amishi
AO (A)	Notary Public in and for the State
PUBLIC AND TO	of Washington, residing at <u>SayHU</u> Ny Appointment Expires: 11-13-94
Millian of Care	т.,
COUNTY OF	[TENANT ACKNOWLEDGMENT - INDIVIDUAL]
appeared	lic in and for said state, personally personally known to me,
	sis of satisfactory evidence, to be the
acknowledged that	subscribed to the within instrument and executed the same.
WITNESS my hand and o	
	ignature:
	ame: v Commission Expires:
f*1	v COMBISSION EXDITES: //

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# UNOFFICIAL COPY 9 1 2 7 2 3 3

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STATE OF CALIFORNIA ) (TENANT ACKNOWLEDGMENT - ) SS CORPORATE1							
COUNTY OF							
On this 22" day of MARCH, , 1998, before me the undersigned, a Notary Public in and for said state, personally appeared John P. Sheehan, 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 Resipent of Auro Components Inc., 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.							
OFFICIAL SCAL " }							
JUDITH A. MARTINS ignature:  NOTARY PUBLIC, STATE OF ILLIMUTE OF I							
MY COMMISSION EXPIRES 11/16/97 ne: JUDITH A MAPTING COMMISSION EXPIRES 11/16/97 ne: JUDITH A MAPTING COMMISSION EXPIRES: JULIA 191							
Ox							
STATE OF CALIFORNIA ) (TENANT ACKNOWLEDGEMENT - COUNTY OF SS INDIVIDUAL PARTNERSHIP)							
70/4							
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 partners of, the partnership that executed the within							
instrument, and acknowledged to me that such partnership executed							
the same.							
WITNESS my hand and official seal.							
Signature: Name:							
My Commission Expires:							

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STATE OF CALIFORNIA	)	(TENANT ACKNOWL	
COUNTY OF	) SS )	CORPORATE PART	NEKSHIPJ
executed the within	Public in satisfactor instrument	personally known y evidence, to be as the corporation that	to me, or proved the person who of executed the
partnership that execut to me that such corpo	ed the wit	hin instrument, a cuted the same a	nd acknowledged s such general
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EXHIBIT A

#### Legal Description:

### **ADDRESS**

1950 No. th Mannheim Road, Melrose Park, Illinois.

#### LEGAL DESCRIPTION

LOT 16 AND THE NOW.

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AST 1/4 OF SECTION 32, TOWNSM.

IPAL MERIDIAN, IN COOK COUNTY, ILLING.

PART 12-32-403-020-0000

(7-32-403-028-0000 ALL OF LOT 16 AND THE NORTH 262 FEET OF LOT 27, ALL IN J. EMIL ANDERSON'S RESUBDIVISION OF PART OF ANDERSON'S NORTH MANNHEIM INDUSTRIAL SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Droperty or Cook County Clerk's Office