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PERMANENT PARCEL #24-05-392-008
#24-0-392-039

UNOFFICIAL COPY 786-156257

SCHEDULE D

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

TRAK AUTO EAST CORPORATION (the Lessee) is about to execute a Lease (the Lease) with OAKLAWN PROMENADE, a California limited partnership beneficiary of Trust (the Lessor) of the Premises (the Premises) described in Schedule "A" attached hereto. Southern California Savings and Loan Association (the Beneficiary) has caused to be recorded a Deed of Trust or mortgage on August 3, 1984, as Instrument No. 84U26945, and in Book 84U26946, Page 107, official records of the County of Cook, State of Illinois on said Premises of which it is the Beneficiary. Lessee and Beneficiary desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interest by means of the following Non-Disturbance, Attornment and Subordination Agreement.

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Provided the Lease is in full force and effect and there are no defaults thereunder, then:

(a) The right of possession of Lessee to the leased premises and the Lessee's rights arising out of the Lease shall not be affected or disturbed by the Beneficiary in the exercise or any of its rights under the Deed of Trust or the Note secured thereby.

(b) In the event the Beneficiary, or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Deed of Trust or under the law of Illinois, the Lease shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding, and the Beneficiary hereby covenants that any sale by it of the Premises pursuant to the exercise of any rights and remedies under the Deed of Trust, or otherwise, shall be made subject to the Lease and the rights of the Lessee thereunder; and the Lessee covenants and agrees to attorn to the Beneficiary or such person as its new Lessor, and the Lease shall continue in full force and effect as a direct lease between Lessee and Beneficiary, or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease between Lessee and Lessor. However, in no event shall Beneficiary or such other person be:

- (i) Liable for act or omission of the Lessor;
- (ii) Bound by any payment of rent, additional rent, or advance rental made by the Lessee to the Lessor; or
- (iii) Bound by any amendment or modification of the Lease made without the written consent of the Beneficiary or its successors in interest.

Notwithstanding the foregoing, the rights and obligations of Lessee and the Beneficiary, respectively, upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, including any renewals or extensions thereof, be the same as now set forth in the Lease and by this reference, the Lease is incorporated herein as a part of this agreement.

2. The Lease shall be subject and subordinate to the lien of the Deed of Trust or mortgage and to all the terms, conditions and provisions thereof, to all advances, made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, not inconsistent with Paragraph 1 of this agreement.

3. The foregoing provisions shall be self operative and effective without the execution of any further instruments on the part of either party hereto.

This agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.

This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

This agreement shall take effect upon its execution by all of the parties hereto, and upon the full execution of the Lease.

*Agreement dated July 20, 1984, and known as Trust #61346-American National Bank and Trust Company of Chicago, Trustee

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed
this day of, 1983.

SOUTHERN CALIFORNIA SAVINGS AND
LOAN ASSOCIATION

By [Signature] VICE PRESIDENT

By _____
BENEFICIARY

TRAK AUTO EAST CORPORATION

By [Signature]
President

By [Signature]
Asst. Secretary

LESSEE

OAKLAWN PROMENADE, a California limited
partnership beneficiary of Trust Agreement
dated July 20, 1984, and known as Trust
#61346-American National Bank and Trust
Company of Chicago, Trustee

By: [Signature]

By: _____

LESSOR

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STATE OF MARYLAND }
COUNTY OF PRINCE GEORGES } SS.

On this 21st day of April, 1986, before me, LaVerne Origlio a Notary Public in and for said county and state, personally appeared Ben Kovalsky known to me to be the President and Ronald M. Hirschel known to me to be the Assistant Secretary of Trak Auto East Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

LaVerne R. Origlio
Notary Public in and for said
County and State

MY COMMISSION EXPIRES JULY 1, 1986

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notary01
08/01/84

STATE OF _____ } SS.
COUNTY OF _____ }

On this ___ day of _____, 19___, before me, _____, a Notary Public in and for said county and state, personally appeared _____ known to me to be the _____ President and _____ known to me to be the _____ Secretary of _____, the corporation that executed the within instrument, known to me to be the persons who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said
County and State

STATE OF CALIFORNIA } SS.
COUNTY OF LOS ANGELES }

On this 31st day of March, 1986, before me, Carole Diane Stein, a Notary Public in and for said county and state, personally appeared Rosalind Jonas Schurgin and _____ known to me to be one of the partners of the _____ Limited partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Carole Diane Stein

Notary Public in and for said
County and State

STATE OF _____ } SS.
COUNTY OF _____ }

On this ___ day of _____, 19___, before me, _____, a Notary Public in and for said county and state, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said
County and State

-86-156257

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11/11/11

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SCHEDULE A

Attached to and forming a part of that certain Indenture of Lease and Memorandum of Lease executed under date of by and between OAKLAWN PROMENADE, a California limited partnership, as Lessor, and TRAK AUTO EAST CORPORATION, as Lessee.

DESCRIPTION OF PROPERTY

1. **LESSOR'S PROPERTY.** The demised premises are a portion of Lessor's entire property, situated in the City of Oaklawn, County of Cook, State of Illinois, and now commonly known as a portion of Building No. T-108 of the Oaklawn Promenade Shopping Center. Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the Plot Plan initiated by the parties hereto, dated, attached hereto and made a part hereof. The legal description of Lessor's Property is set forth in Section 6 of this Schedule A.

2. **BUILDING.** Lessor's Property provides a site for a store building in the location designated "Trak Auto" on the said Plot Plan attached. Such building is now thereon, or is to be erected pursuant to Schedule B hereof by Lessor for Lessee, containing 6,036 square feet and having inside dimensions of approximately 68' x 83.76'. Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by the Lessor, now or hereafter located thereon are collectively referred to in this Lease as the "premises" or "demised premises."

3. **PARKING.** Lessee, its agents, employees, patrons and invitees, in common with Lessor and all other tenants of portions of Lessor's Property and their respective agents, employees, patrons, and invitees shall have and are hereby granted, during the entire term of this Lease and any extension thereof, the free, uninterrupted, and non-exclusive use of the sidewalks, malls, roadways, parking area, and all other common areas, which use by all users shall be for the purposes of ingress, egress, service, utilities, and parking, and which parking area shall consist of not less than standard automobile spaces, located as shown on the said Plot Plan attached. It is specifically understood and agreed that Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the sidewalks, malls, roadways, parking area, or other common areas involved, and that Lessor shall manage, operate, and maintain all such common areas, or cause the same to be done on its behalf, at no additional cost to Lessee, subject to Article XIX of the Lease.

4. **PLOT PLAN.** It is understood and agreed that no changes from that shown on the Plot Plan attached shall be made to the building area and/or the parking and other common area of Lessor's Property and no buildings or building-type structures may be built except within the building areas or areas for building designated thereon, except by written amendment to this Lease, duly executed by the parties hereto. Lessor must take reasonable precautions to prohibit commuters and office help from parking on the common areas of Lessor's Property and Lessee may, if it deems such action necessary, have any such offending vehicles towed from the common areas of Lessor's Property.

5. **CONVENANTS.** All of the covenants of the Lessor contained in this Lease shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on the Lessor's Property or any part thereof (a) is for the benefit of the demised premises and each person having any leasehold interest therein derived through the Lessee, and (b) shall be binding upon each successive owner, during his ownership, of any portion of the land affected thereby; and each person having any interest therein derived through any owner of the land affected hereby.

6. **LEGAL DESCRIPTION OF LESSOR'S PROPERTY:**

SEE PAGE 1A

¹ located at the intersection of 95th & Ridgeland Avenue

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Parcel 1

Lots 19 through 23 inclusive and Lot 24 (except that part thereof conveyed to Clarence Buckingham by deed dated September 17, 1895 and recorded October 7, 1895 as Document No. 2,208,080 in Book 5532, Page 140; and Lot 27 in Block 1 in Bergman and others Subdivision of the West 3/4 of Block 9 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

Parcel 2

Lots 28 and 29 in Bergman and others Subdivision of the West 3/4 of Block 9 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

and

Lots 1 and 2 in Edson's Subdivision of the East 1/2 of Blocks 10 and 13 in the Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Tax Number:

Volume:

Lot:

14-29-404-001
14-29-404-002
14-29-404-003
14-29-404-004
14-29-404-005
14-29-404-006

490

19
20
21
22
23
24 ex part conveyed
to Buckingham
27
28 and 29
1 and 2

14-29-404-007
14-29-404-008
14-29-403-003

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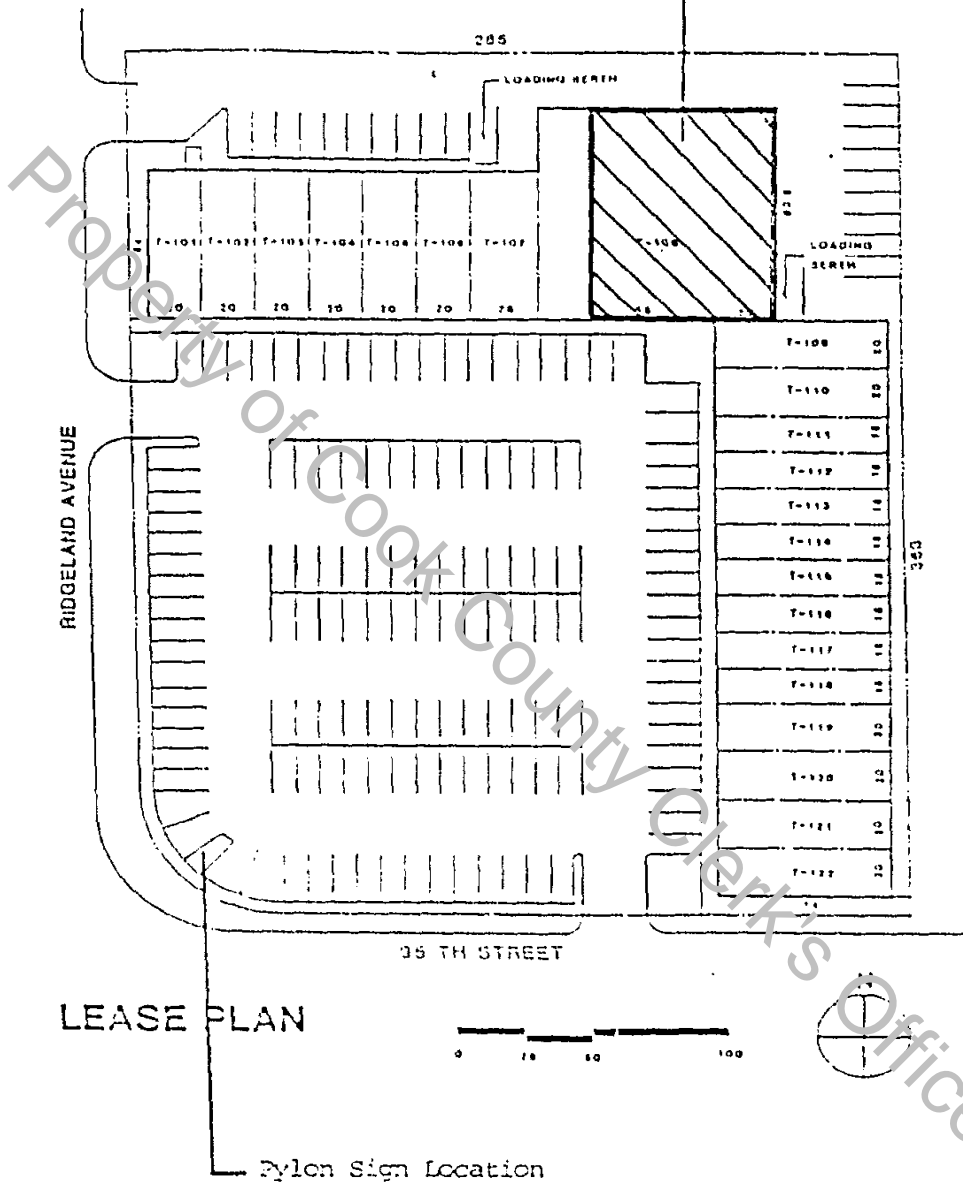
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OAK LAWN PROMENADE

95th AND RIDGELAND
OAKLAWN, ILLINOIS

Subject Premises:
68' x 88.76' = 6,036 s.f.



-86-156257

Project Summary

SITE AREA	102000 s.f.
GROSS LEASABLE AREA	32940 s.f.
PARKING SPACES	156

SPACE NO.	AREA (s.f.)	SPACE NO.	AREA (s.f.)
T-101	1290	T-112	960
T-102	1290	T-113	960
T-103	1290	T-114	960
T-104	1290	T-115	960
T-105	1290	T-116	960
T-106	1290	T-117	960
T-107	1400	T-118	1290
T-108	3000	T-119	1290
T-109	1290	T-120	1290
T-110	1290	T-121	1290
T-111	960	T-122	1290

EXHIBIT "A"

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