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NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

TRAK AUTO EAST CORPORATION (the Lesses) has executed a Lease dated March 14, 1986 (the Lesses) with PAKLAWA PROMENADE, a California limited partnership (the Lessor)
of the Premises (the Premises) described in Schedule "A" attached hereto,
LAND OF LINCOLN SAVINGS AND LOAN (the Beneficiary) has caused to be recorded a Deed of Trust or mortgage on
19, as Instrument No, in Book, Page, official records of the County of, State of on said Premises of
which it is the Beneficiary. Lessee and Beneficiary desire hereby to establish certain rights, safeguards, obliga-
tions and priorities with respect to their respective interest by means of the following Non-Disturbancs, 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 Lesses to the lessed premises and the Lesses's rights arising out of the Lesse right not be affected or disturbed by the Beneficiary in the exercise or any of its rights under the Deed of Trus. Note secured thereby.
- - (i) Liable for act or omission of the Lesson:
- (ii) Bound by any payment of rent, additional rent, or advance rental made by the Lesses to the Lessor; or
- (iii) Bound by any amendment or modification of the Lease made without the written consent of the Cl Beneficiary or its successors in interest.

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

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

Common Committee Committee

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notary03a/leasefile

STATE OF MARYLAND COUNTY OF PRINCE GEORGES] SS.

On this 2 day of trender, 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 of Trak Auto East Corporation, the corporation that executed the within instrument, known to me to be the person who executed the within instruments, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

ER. 1 Se an. Cook Colling Clerk's Office IN WITNESS WHEREOF, I have hereunto set my hand and affixed my of isial seal the day and year in this certificate first above written.

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STATE OF MARYLOUD COURTS

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STATE OF SS.	
On this day of	_, 19_, before me, , a Notary Public in and for said
county and state, personally ap	peared to be the President
and Secretary of executed the within instrument, who executed the within instrum corporation herein named, and a corporation executed the same.	ents, on behalf of the
IN WITNESS WHEREOF, I have my official seal the day and ye above written.	hereunto set my hand and affixed ar in this certificate first
	Notary Public in and for said County and State
STATE OF California }	SS.
On this and day of December	, 1980, before me, DEBBIE E,
known to me ak Lawn Promenade partnersh	in and for said county and and for said county and and for said county and to local school of the partners of the sip that executed the within
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IN WITNESS WHEREOF, I have affixed my official seal the day irst above written.	horeunto set my hand and and year in this certificate
OFFICIAL SEAL DEBBIE E VITOLO	Notary Public in and for said County and State
TATE OF Illinois } SS.	
On this 15thday of January, Gaeding, a Notary Public	c in and for said county and
tate, personally appeared Gerald , kno hose names are subscribed to the	own to me to be the persons
	. TACHEN ANDUNCHE CITY

9 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

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UNOFFICIAL COPY 5 SCHEDULE A

as Lessor, and TRAK AUTO EAST CORPORATION, as Lessee.

DESCRIPTION OF PROPERTY

- 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 hereor by Lessor for Lessee, containing ... 6,036, square feet and having inside dimensions of approximately . 68.76..... Said building site, building, improvements, and appurtenances, and fixtures and equipment of red by the Lessor, now or hereafter located thereon are collectively referred to in this Lease as the "premises" or "demised premises."
- 3. PARKING. Lettee, its agents, employees, patrons and invitees, in common with Lessor and all other tenants of portions of Jerson'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 'ess 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 expectable, maintenance, or management of the sidewalks, malls, roadways, parking area, or other common areas juvolved, 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 paraint, and other common area of Lessor's Property and no buildings or building-type structures may be built a look within the building areas or areas for building designated thereon, except by written amendment to this 1 lase, 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 necrossary, have any such offending vehicles towed from the common areas of Lessor's Property.
- 5. CONVENANTS. All of the covenants of the Lessor conturned in this Lease shall be covenants running with the land pursuant to applicable law. It is expressly agree, that each covenant to do or refrain from doing some act on the Lessor's Property or any part thereof (a) is for the cenefit of the demised premises and each person having any leasehold interest therein derived through the Lerson, and (b) shall be binding upon each successive owner, during his ownership, of any portion of the land affected than by and each person having any interest therein derived through any owner of the land affected hereby
 - 6. LEGAL DESCRIPTION OF LESSOR'S PROPERTY:

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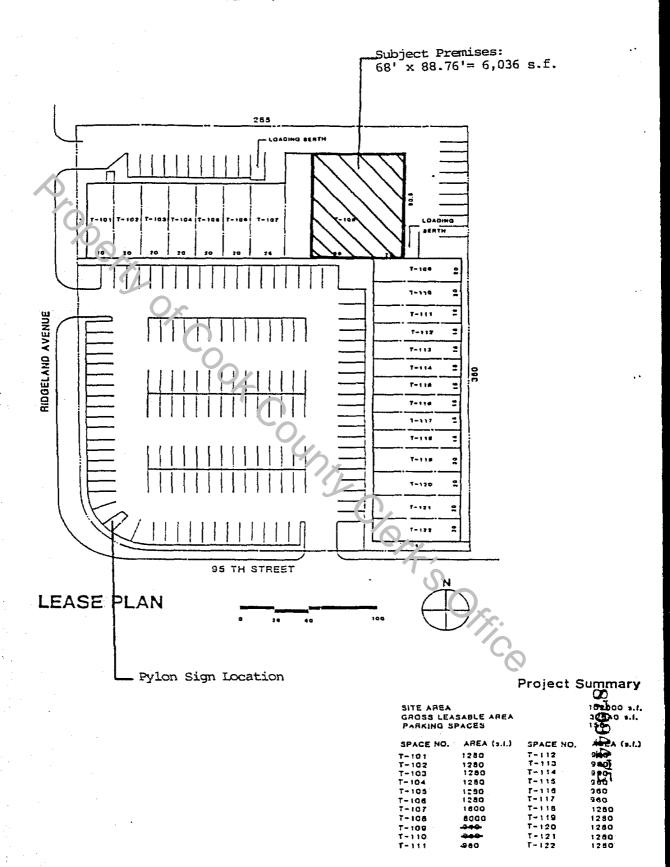


EXHIBIT "A"

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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. 2,288,080 in Dook 5532, Page 148, 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, Louiship 40 North, Range 14, East of the Third Principal Meridian in Cortangles 11, 1995 County, Illinois;

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trots, 23 and 20 in Bergman and others Subdivision of the West 3/4 of Minck 9 in Canal Trustee's Subdivision of the East 1/2 of Section 25, Jourship 40 North, Range 14, East of the Third Principal Heridian in Cook County, Illinois;

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

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SCHEDULE A Page 1A

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