RECORD AT The Request or TRAK CORPORATIONE, and to be mailed to;

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TEAK Corporation. Arte: Legal Department, DARlene TACKSON

3300- 75th Avenue LANDOVER, Tracyland 20785

SCHEDULE D

PERMANENT PARCEL # 20-05-309-032

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NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

TRAK CORPORATION ("Lessee") is about to execute a Lease ("Lease") with CHICAGO TITLE AND TR	เบรา
COMPANY AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 6, 1984 AND KNOWN AS TRUST NO: 1085447	1
("Lessor"), of the demised premises ("demised premises") described in Schedule "A" attached hereto.	
MIDLAND NUTUAL LIFE INSURANCE COMPANY	
(Bo. aficiary*) has caused to be recorded a Deed of Trust or mortgage on	
Instrument No, in Book, Page, official records of the County of	
Instrument No, in Book, Page, official records of the County of	
Instrument No, in Book, Page, official records of the County of on said demised premises of which it is the Beneficiary.	

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 after the expiration of any applicable cure or neds, then:
- (a) The right of possession of Less to the demised premises and the Lessee's rights arising out of the Lease shall not be affected or disturbed by the Beneficiary in the exercise of any of its rights under the Deed of Trust or the Note se tured thereby.
- (b) In the event the Beneficiary, or any (the) person acquires title to the demised premises pursuant to the exercise of any remedy provided for in the Deed of Trust or under the law of the state in which the demised premises are located, 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 demised premises pursuant to the exercise of any rights and remedies under the Deed of Trust, or otherwise, shall be made subject. In the Lease and the rights of the Lease thereunder; and the Lessee covenants and agrees to attorn to the Beneficiary or with person as its new Lessor, and the Lease shall continue in full force and effect as a direct lease between Leases and Beneficiary, or such other person upon all the terms, covenants, conditions and agreements set forth in the Lesse between Lessee and Lesser. However, in no event shall Beneficiary or such other person be:
 - (i) Liable for act or omission of the Lassor;
 - (ii) Bound any payment of rent, additional rent, or advance rental made by the Lessee to by the Lesson
 - (iii) Bound by any amendment or modification of the Lease made without the written consent of the Beneficiary or its successors in interest, 15 feet concerns in definition

Notwithstanding the foregoing, the rights and obligations of Lessee and the Beneficiary, respectively, upon such attemment 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.

1 Both Lessor and Beneficiary represent that the construction loan on the above referenced location with the DROVERS BANK OF CHICAGO dated July 26, 1984 Recorded July 30, 1984 as as document No. 27191614 will be paid off in its entirety with the proceeds of the above referenced deed of trust.

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- The foregoing provisions shall be self operative and effective without the execution of any further instruments on the part of either party hereto.
- 4. 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.
- 6. This agreement shall take effect upon its execution by all of the parties hereto, and upon the full execution of the Lease.

MIDLAND MUTUAL I, IFE INSURANCE COMPANY
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TRAK CORPORATION d/b/a TAK AUTO CORPORATION I
By Carl
By Clid Challet
A+& Secretary
Lessee

CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 3, 1984 AND KNOWN AS

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STATE OF ILLINOIS, COUNTY OF COOK

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY-CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to nie to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as constellant of the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein secretary's account of the corporate seal of said Company for the uses and purposes therein secretary's account of the corporate seal of said company for the uses and purposes therein secretary's account of the corporate seal of said Company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein seal of said company for the uses and purposes therein

"OFFICIAL SEAL"
Marylou Estrada
Notary Public, State of Illinois
My.Commission Expires 3/12/91

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Man	lan Estrala	

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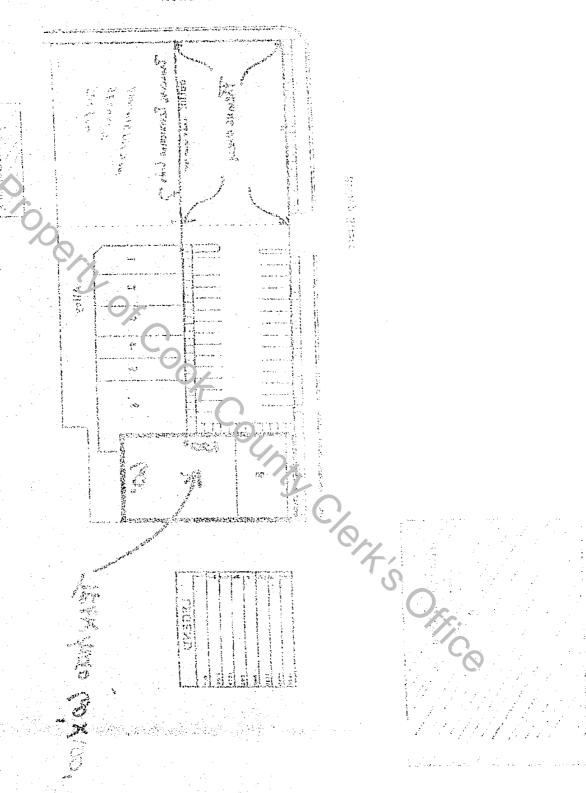
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10/19/87

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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 October 7, 98.3.... by and between INTERSTATE BANK OF OAK FOREST AS TRUSTEE UNDER TRUST #83-15 DATED AUGUST 23, 1983,

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 Chicago, County of Gook, State of .. Illingis, and now commonly known as 1434 W. 47th Street Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the Plot Plan initialed by the parties hereto, dated 9/20/83, 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. BUD LING. Lessor's Property provides a site for a store building in the location designated "Trak B hereof by Lesser for Lessee, containing ... 6000... square feet and having inside dimensions of approximately Said building site, building, improvements Auto" on the said Plot Plan attached. Such building is now thereon, or is to be erected pursuant to Schedule and equipment owned by the Lessor, now or hereafter located thereon are collectively referred to in this Lease as the "premises" or "lemised premises."
- 3. PARKING. Lesser, its agents, employees, patrons and invitees, in common with Lessor and all other tenants of portions of Lerens 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 sidswalks, 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 than54.. standard automobile spaces, located as shown on the said Plot Plan attached. It is specifically with stood and agreed that Lessee shall have no obligation or liability whatsoever in connection with the owner-life, maintenance, or management of the sidewalks, mails, 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 ruchanges from that shown on the Plot Plan attached shall be made to the building area and/or the parking aur? 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 Leave, 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 Lesses may, if it deems such action necessary nave 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 Lesse 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 Lesifit of the demised premises and each person having any leasehold interest therein derived through the Leases, and (b) shall be binding upony each successive owner, during his ownership, of any portion of the land affected the cly and each person have ing any interest therein derived through any owner of the land affected hereby.
 - 6. LEGAL DESCRIPTION OF LESSOR'S PROPERTY:

SEE LEGAL DESCRIPTION ATTACHED HERETO

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DESCRIPTION OF PROPERTY.

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The easterly 19.25 feet of Lot 25; and Lots 26 through 38, inclusive; all in Block 2 in S. E. Gross Subdivision of the South East Quarter of the South West Quarter of the South West Quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. ath Eas.

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STATE OF SS. COUNTY OF
On thisday of, l9, before me,, a Notary Public in and for said county and state, personally appeared
my official seal the day and year in this certificate first above w.itten. Notary Public in and for said County and State
STATE OF COUNTY OF SS.
On thisday of, l9, before me,, a Notary Public in and for said county and state, personally appeared and and know, to me to be of the partners of the 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. 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

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STATE OF MARYLAND COUNTY OF PRINCE GEORGES

SS.

On this // day of frenchet. 1987, before me, Laverne Origlio a Notary Public in and for said county and state, personally appeared Ben Rovalsky, known to me to be the President, and Elliot R. Arditti, known to me to be the Assistant Secretary, of Trak Corporation, the corporation that executed the within instrument, known to me to be the person who executed the within instrument, 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 withen.

Notary Public in and for said County and State

My commission expires July 1, 1990

1 d/b/a TRAK AUTO CORPORATION I

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