#384
Record at the Request of
TRAK Corporation, and to be
mailed to:
TRAK Corporation
Attn: Legal Department, Darlene Jackson
3300-75th Avenue
Landover, Maryland 20785

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SCHEDULE D

Permanent Parcel # 20-05-309-032

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

TRAK CORPORATION d/b/a TRAK AUTO CORPORATION I, ("Lessee") is about to execute a Lease ("Lease") with CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 6, 1984 AND KNOWN AS TRUST NO. 1085447 ("Lessor"), of the demised premises ("demised premises") described in Schedule "A" attached hereto.

MIDLAND MUTUAL LIFE INSURANCE COMPANY ("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 demised 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.[1]

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 periods, then:

(a) The right of possession of Lessee 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 secured thereby.

(b) In the event the Beneficiary, or any other 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 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;

(iii) Bound by any amendment or modification of the Lease made without the written consent of the Beneficiary or its successors in interest, if such consent is required. _____

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.

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[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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3. 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.

5. 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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this [redacted] 10 day of [redacted] November 1987.

MIDLAND MUTUAL LIFE INSURANCE COMPANY

By

By

Beneficiary

TRAK CORPORATION d/b/a TAK AUTO CORPORATION I

By
President

By
Asst Secretary

Lessee

CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 5, 1984 AND KNOWN AS TRUST NUMBER 1085447

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon said Trustee, and that no personal liability or personal liability is assumed by, nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

By: ASST. VICE PRESIDENT

By: ASST. SECRETARY

Lessor

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 me 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 custodian of the corporate seal of said Company, caused 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 set forth.

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

Given under my hand and Notarial Seal this NOV 17 1987 day of , 19

Marylou Estrada
Notary Public

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10/19/87

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Chicago, IL

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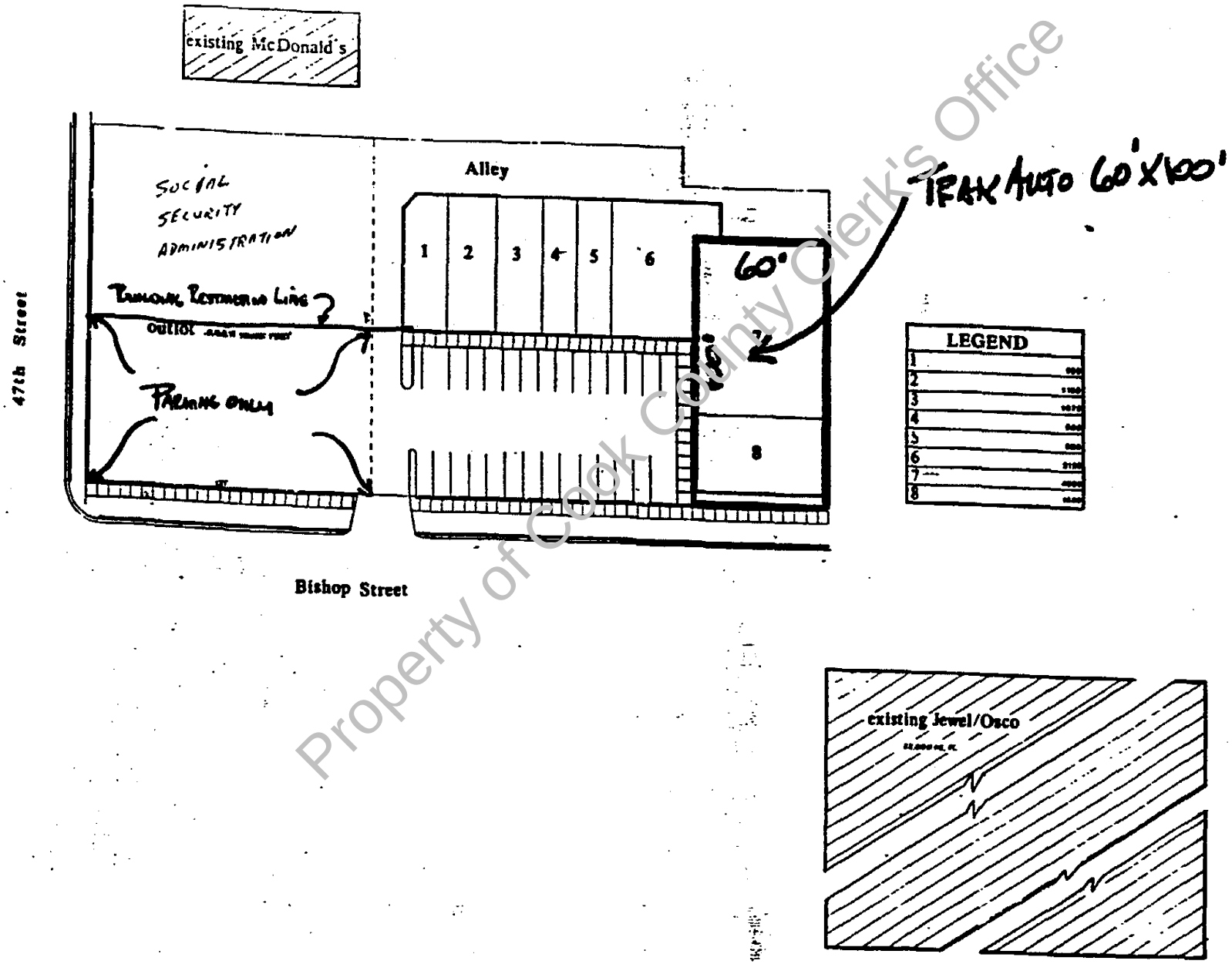

SCHEDULE A

Attached to and forming a part of that certain Indenture of Lease and Memorandum of Lease executed under date of ....December 7, 1983..... 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 .....Cook....., State of ..Illinois....., 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. **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 ..6000... square feet and having inside dimensions of approximately ....60' x 100'..... 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 ....54.. 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 LEGAL DESCRIPTION ATTACHED HERETO

Vacant Land, 47th & Bishop, Chicago

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.

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STATE OF _____ }
COUNTY OF _____ } SS.

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 _____ }
COUNTY OF _____ } SS.

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 _____ 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 _____ }
COUNTY OF _____ } SS.

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 11th day of November, 1987, 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 Elliot R. Arditti, known to me to be the Assistant Secretary, of Trak Corporation[1], 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 written.

LaVerne R. Origlio
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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