

Both Lessor and Beneficiary represent that the construction loan on the above referenced location with the DROVRS BANK OF CHICAGO dated July 26, 1984 Recorded July 30, 1984 as document No. 221917 with the Bank of Chicago in its entirety with the proceeds of the above referenced deed...

First American Title Order #

086914

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.

Notwithstanding the foregoing, the rights and obligations of Lessor and the Beneficiary, respectively, upon such attainment 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.

(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.

(ii) Bound by any payment of rent, additional rent, or advance rental made by the Lessee to the Lessor.

(i) Liable for act or omission of the Lessor.

(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:

(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.

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:

NOW THEREFORE, the parties hereto covenant and agree as follows: 88099140

and Subordination Agreement. Lessor 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

State of ILLINOIS on said demised premises of which it is the Beneficiary. (Beneficiary) has caused to be recorded a Deed of Trust or mortgage on 19 as

MIDLAND MUTUAL LIFE INSURANCE COMPANY ("Lessor"), of the demised premises ("demised premises") described in Schedule "A" attached hereto.

TRAK CORPORATION ("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

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

SCHEDULE D

88099140



This document prepared by and upon recording return to Joel S. Kaszner, Esq., Four East Estate, 574 574 574 574, Chicago, Illinois 60606

Handwritten initials and a circular stamp.

Vertical handwritten text on the left margin.

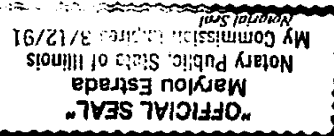
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88099140

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COOK COUNTY CLERK'S OFFICE

NR86-1



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, Greater, 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 Assistant Secretary of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary, as President of the corporate seal of said Company, caused the corporate seal of said Company for the uses and purposes therein set forth.

NOV 17 1987

Notary Public

*Mariou Estrada*  
Notary Public

TRUST NUMBER 1085448  
CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 6, 1984 AND KNOWN AS TRUST NUMBER 1085448

By *[Signature]*  
President  
By *[Signature]*  
Assistant Secretary  
By *[Signature]*  
Secretary  
TRAK CORPORATION d/b/a TRAK AUTO CORPORATION I

By *[Signature]*  
Assistant Vice President  
By *[Signature]*  
MIDLAND MUTUAL LIFE INSURANCE COMPANY

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

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.

88099140

CA  
TRAK

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10/10/2010

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Property of Cook County Clerk's Office

HELEN E. WALKER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 27, 1982

*Helen E. Walker*

In testimony whereof, I hereunto set my hand and official seal at Columbus, Ohio, this 2nd day of March, 1988.

Before me, a notary public in and for said county and state, personally appeared Jim C. Potter, Assistant Vice President and William L. Rowland, Vice President and Chief Investment Officer of THE MIDLAND MUTUAL LIFE INSURANCE COMPANY, a corporation, who represented that they are duly authorized in the premises, and who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed as such officers and is the free act and deed of said corporation.

STATE OF OHIO  
COUNTY OF FRANKLIN



UNOFFICIAL COPY

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DEPT-01 RECORDING

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#9075 # 4 \* -S-B-077177

COOK COUNTY RECORDER

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*Handwritten signature*

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*TP*  
*EBD*

- 20-05-309-030 40735
- 20-05-309-031 46137
- 20-05-309-032 40736
- 20-05-309-033 40735
- 20-05-309-034 40734
- 20-05-309-035 40733
- 20-05-309-036 40732
- 20-05-309-037 40731

Tax I.D. No.:

Commonly known as: N/W/C 47th Street and Bishop, Chicago, Illinois

LOT 31, 32, 33, 34, 35, 36, 37 AND 38 IN BLOCK 2 IN S. E. GROSS SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A

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11/15/2011 10:11 AM

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