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Property Address: 1008 Mt. Prospect Ave.

89 Mt. Prospect, Illinois 60056

Permanent Parcel No.: 03-35-301-036
03-35-302-010

PLEASE RETURN AFTER RECORDING

tsachdm2/rmhlong

89505490

TO: TRAK AUTO CORPORATION
LEGAL/REAL ESTATE DEPARTMENT
3300 - 75th AVENUE
LANDOVER, MARYLAND 20785

SCHEDULE D

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

\$16.00

Doc 333

TRAK CORPORATION, d/b/a TRAK AUTO CORPORATION I, ("Lessee") is about to execute a Lease ("Lease") with MT. PROSPECT PLAZA LIMITED PARTNERSHIP

("Lessor"), of the demised premises ("demised premises") described in Schedule "A" attached hereto. EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES ("Beneficiary") has caused to be recorded a Deed of Trust or mortgage on November 3, 1988 as Instrument No. N2414337-14, in Book _____, Page _____, official records of the County of Cook, State of Illinois 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.

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 Lessor 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 (A.C.) 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.

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.

COOK COUNTY, ILLINOIS
DEED RECORD

NOV 25 11:44

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AG 77316 C/S

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JANUARY 10 1988
CLERK OF COURT
COURT HOUSE
CHICAGO, ILL.

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teechdln l/rmhlong

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 21st day of ~~June~~ June, 1989.

EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By: [Signature]
By: _____

Beneficiary

TRAK CORPORATION
By: [Signature]
President

By: _____
Secretary

Lessee

MT. PROSPECT PLAZA LIMITED PARTNERSHIP

By: [Signature]
General Partner

By: _____

Lessor

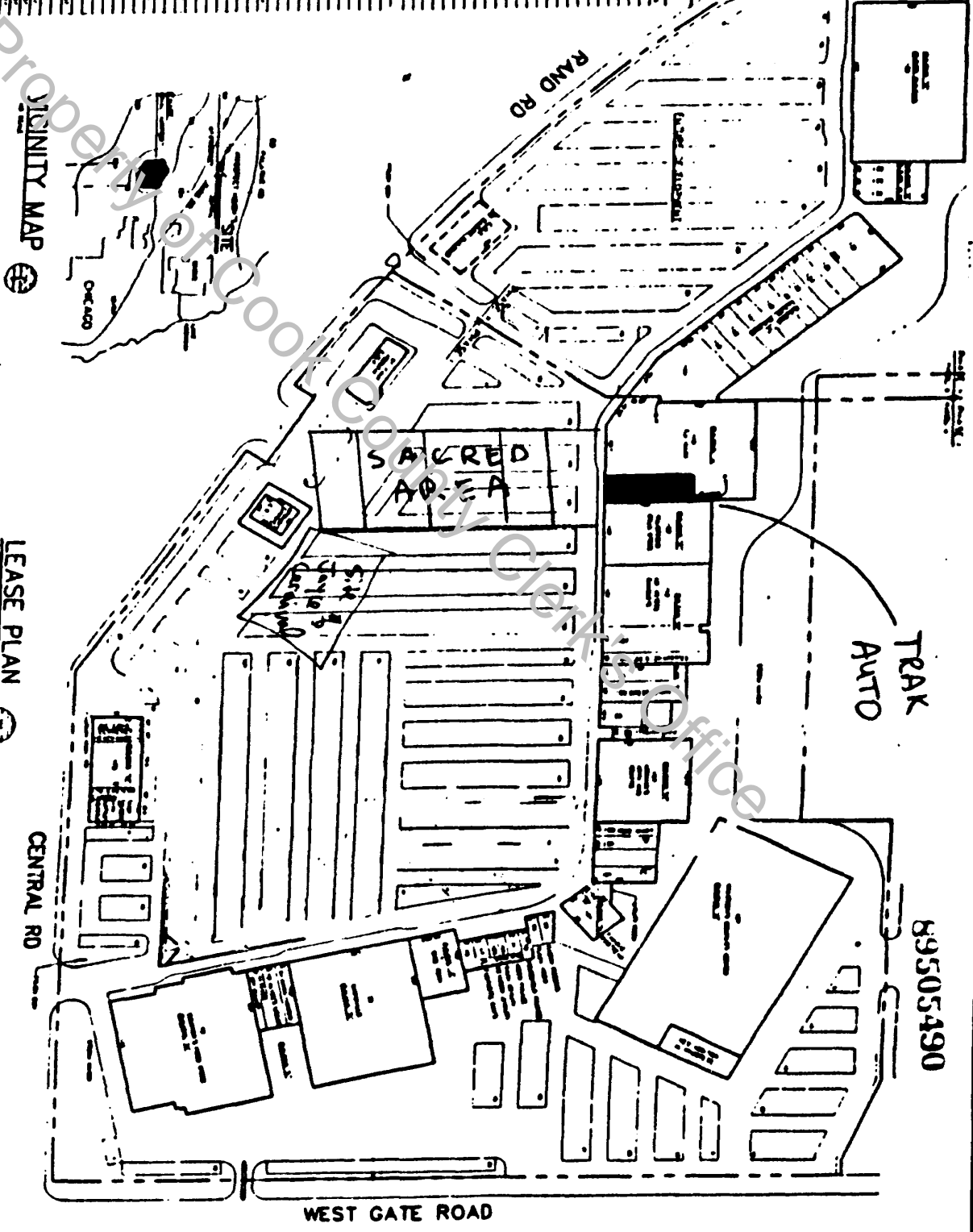
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LEASING LEGEND

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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MT. PROSPECT PLAZA
 MT. PROSPECT, ILLINOIS

PROPERTY MAP

LEASE PLAN

MAN VE ASSOCIATES
 ARCHITECTS & PLANNERS
 1000 N. MICHIGAN ST.
 CHICAGO, ILL. 60611
 (312) 527-1000

WESTERN DEVELOPMENT
 CORPORATION
 1000 N. MICHIGAN ST.
 CHICAGO, ILL. 60611
 (312) 527-1000

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EXHIBIT B

Lot 1 (Excepting therefrom those parts thereof taken for the Department of Transportation by Condemnation registered as Document Number 3201616); also (excepting therefrom that part thereof taken for Centennial Subdivision by Plat registered as Document Number 3202476) in Plaza Subdivision, being a Subdivision of part of the Southwest Quarter of Section 35, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 16, 1979, as Document Number 3104778.

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STATE OF MARYLAND }
COUNTY OF ANNE ARUNDEL }

SS.

On this 28th day of November, 1988, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared Ben Kovalsky, known to me to be the President, of Trak Corporation d/b/a Trak Auto Corporation I, 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

Jane S. Van Fleet
Notary Public in and for said
County and State

My commission expires July 1, 1990

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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 District of Columbia } SS.
COUNTY OF Columbia }

On this 16th day of June, 1989, before me, Michelle W. Isaacson, a Notary Public in and for said county and state, personally appeared Herbert S. Miller and Mt. Prospect Plaza Limited Partnership known to me to be one 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.

Michelle W. Isaacson
Notary Public in and for said
County and State

MICHELE W. ISAACSON
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 29, 1992

STATE OF Illinois } SS.
COUNTY OF Cook }

On this 6th day of July, 1989, before me, KATHLEEN M. DEVENNEY, a Notary Public in and for said county and state, personally appeared JAMES A. WEST 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.

Kathleen M. Devenney
Notary Public in and for said
County and State

.....
"OFFICIAL SEAL"
.....
KATHLEEN M. DEVENNEY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 29, 1993
.....

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COOK COUNTY CLERK'S OFFICE
100 N. LAKE ST. CHICAGO, IL 60601
TEL: (773) 399-3000 FAX: (773) 399-3001

