BOX 333 - GG 89379895 #331

PROPERTY ADDRESS:
5401 South Wentworth
Chicago, Illinois 60615

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

SCHEDULE D

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

TRAK AUTO CORPORATION d/b/a TRAK AUTO CORPORATION I, ("Lessee") is about to execute a Lease ("Lease") with DEVON BANK, as Trustee under Trust No. 5349 dated May 1,1987 ("Lessor"), of the demised premises ("demised premises") described in Schedule "A" attached hereto. BOULEVARD BANK NATIONAL ASSOCIATION, a National Banking Association ("Beneficiary") has caused to be recorded a Deed of Trust or mortgage on October 2, 1987, as instrument No. 87539219[1], 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.

$19.00

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.

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.

[1] and filed October 2, 1987, as Document LR3656642

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties 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 it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the DEVON BANK in Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking, warranty 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. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

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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 20th day of August, 1989.

BOULEVARD BANK NATIONAL ASSOCIATION,
a National Banking Association

By _____ ASST. V.P.

By _____ V.P.

Beneficiary

TRAK AUTO CORPORATION d/b/a TRAK AUTO CORPORATION I

By _____ CHIEF FINANCIAL OFFICER AND TREASURER

By _____

Secretary

Lessee

DEVON BANK, as Trustee under Trust No. 5349 dated May 1, 1987

By _____ CHAIRMAN

By _____

TRUST ADMINISTRATOR

Lessor

EXECUTED IN TRIPLICATE

EXCULPATORY RIDER ATTACHED
DEVON BANK

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SCHEDULE A

DESCRIPTION OF PROPERTY AND PLOT PLAN

Attached to and forming a part of that certain Lease and Memorandum of Lease executed under date of June 20, 1989, by and between DEVON BANK, as Trustee under Trust No. 5349 dated May 1, 1987, as Lessor, and TRAK CORPORATION d/b/a TRAK AUTO CORPORATION I, as Lessee.

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 a portion of Phase I of Grand Boulevard Plaza. 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 _____, attached hereto, and made a part hereof ("plot plan"). The legal description of Lessor's Property is set forth in paragraph 7 of this Schedule A.

2. DEMISED PREMISES. Lessor's Property provides a site for a store building in the location designated "Trak Auto" on the plot plan. Such building is now thereon, or is to be erected pursuant to Schedule B hereof by Lessor for Lessee, containing 5,808 square feet net clear interior and having inside dimensions of approximately 50' x 100'. Said building site, building, improvements, and appurtenances, and fixtures and equipment owned by Lessor, now or hereafter located thereon, are collectively referred to in this Lease as the "premises" or "demised premises".

3. COMMON AREA EASEMENTS. 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, the free, uninterrupted, and non-exclusive use of the common areas of Lessor's Property ("common areas"), as hereinafter defined, which use by all Lessees shall be for the purposes of ingress, egress, service utilities, and parking, and which parking area shall consist of not less than _____ parking spaces, located as shown on the plot plan. The common areas shall be defined as the sidewalks, driveways, roadways, parking areas, non-enclosed mall areas, landscaped areas and all other areas of Lessor's Property except those areas designated as "building area" on the plot plan. Lessor may not use, nor permit any other person to use, the common areas for the benefit of any property, adjoining or otherwise, other than Lessor's Property as defined herein. Except as provided in paragraph 18.3 of this Lease, Lessee shall have no obligation or liability whatsoever in connection with the ownership, maintenance, or management of the common areas and Lessor shall manage, operate and maintain all such common areas, or cause the same to be done on its behalf.

4. INGRESS AND EGRESS. Lessor shall not vary the designated means of ingress and egress. Lessor will not alter or cause to be altered existing street signs, median cuts, or traffic signals without Lessee's written consent. Lessor shall use its best efforts to preserve and improve access into and out of the shopping center. If at any time during the term of this Lease any means of ingress to or egress from the shopping center or the demised premises is not opened or is closed and is not within four (4) months of the closing replaced with a reasonably satisfactory substitute means of ingress or egress from the same public roadway, Lessee shall thereafter have the option either (a) to terminate this Lease upon written notice to Lessor within thirty (30) days after said four (4) month period has expired; (b) not to so terminate but withhold all minimum fixed rent payments due after said four (4) month period has expired until said substitute ingress or egress is opened, and further Lessee shall retain such withheld rent payments as liquidated damages; provided, however, that during any such period Lessee shall pay percentage rent equal to three percent (3%) of all gross sales made during such period, but such amount of gross sales shall not be used in computing percentage rent pursuant to paragraph 2.2 of this Lease.

5. PLOT PLAN. Lessor covenants that no changes shall be made to the building area and/or to the parking and other common areas from that shown on the plot plan and that no buildings, kiosks 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.

6. COVENANTS. All of the covenants of 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 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 Lessee, and (b) shall be binding upon each successive owner, during his ownership, of any portion of Lessor's Property and upon each person having any interest therein derived through any owner of Lessor's Property.

7. LEGAL DESCRIPTION OF LESSOR'S PROPERTY.

SEE NEXT PAGE

LEGAL DESCRIPTION OF SHOPPING CENTER

THAT PART OF BLOCKS 3, 4, 5, 6, 7 AND 8 IN PETER SHIMP'S SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE ROCK ISLAND RAILROAD TOGETHER WITH THE VACATED ALLEYS AND VACATED STREET AND STREETS TO BE VACATED (EXCEPTING THE WEST 7 FEET OF SAID BLOCKS 3, 6, 7 TAKEN FOR WIDENING SOUTH WENTWORTH AVENUE) IN COOK COUNTY, ILLINOIS TAKEN AS A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF SAID TRACT; THENCE DUE SOUTH ON THE SAID WEST LINE, 34.39 FEET TO A POINT THAT IS 933.0 FEET NORTH OF THE SOUTH WEST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 90.0 FEET; THENCE DUE SOUTH PARALLEL WITH SAID WEST LINE, 270 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES WEST PARALLEL WITH SAID SOUTH LINE 90 FEET TO THE SAID WEST LINE OF SAID TRACT; THENCE DUE SOUTH ON SAID LINE, 45 FEET; THENCE NORTH 89 DEGREES 45 MINUTES EAST, PARALLEL WITH SAID SOUTH LINE, 90.0 FEET; THENCE DUE SOUTH PARALLEL WITH SAID WEST LINE, 206.51 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHEASTERLY ON SAID CURVE, CONVEX TO THE WEST, AND HAVING A RADIUS OF 300 FEET, AN ARC LENGTH OF 206.01 FEET TO A POINT IN A LINE THAT IS 156.0 FEET EAST OF THE SAID WEST LINE OF SAID TRACT; THENCE DUE SOUTH ON SAID LINE, 18.0 FEET TO A POINT IN A LINE THAT IS 203.0 FEET NORTH OF THE SAID SOUTH LINE OF SAID TRACT; THENCE SOUTH 60 DEGREES 56 MINUTES EAST, 45.39 FEET; THENCE SOUTH 19 DEGREES, 27 MINUTES, 30 SECONDS EAST, 22.0 FEET TO A POINT IN A LINE THAT IS 205 FEET EAST OF SAID WEST LINE; THENCE DUE SOUTH ON SAID LINE, 7.0 FEET TO A POINT IN A LINE THAT IS 153.0 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 45 MINUTES WEST ON SAID LINE, 6.0 FEET TO A POINT IN A LINE THAT IS 199.0 FEET EAST OF SAID WEST LINE; THENCE DUE SOUTH ON SAID LINE, 153.0 FEET TO THE SAID SOUTH LINE OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES EAST ON SAID LINE, 69.45 FEET TO A POINT IN A LINE THAT IS 268.45 FEET EAST OF SAID WEST LINE; THENCE DUE NORTH ON SAID LINE, 90 FEET; THENCE NORTH 89 DEGREES 45 MINUTES EAST PARALLEL WITH SAID SOUTH LINE, 65.0 FEET; THENCE DUE NORTH PARALLEL WITH SAID WEST LINE, 30 FEET; THENCE NORTH 89 DEGREES 45 MINUTES EAST PARALLEL WITH SAID SOUTH LINE, 143.84 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES, 04 MINUTES, 40 SECONDS WEST ON SAID EAST LINE, 844.57 FEET TO THE NORTH EAST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 51 MINUTES WEST ON THE NORTH LINE OF SAID TRACT, 257.42 FEET; THENCE DUE NORTH 2.0 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES WEST ON THE NORTH LINE OF SAID TRACT, 220.72 FEET TO THE PLACE OF BEGINNING.

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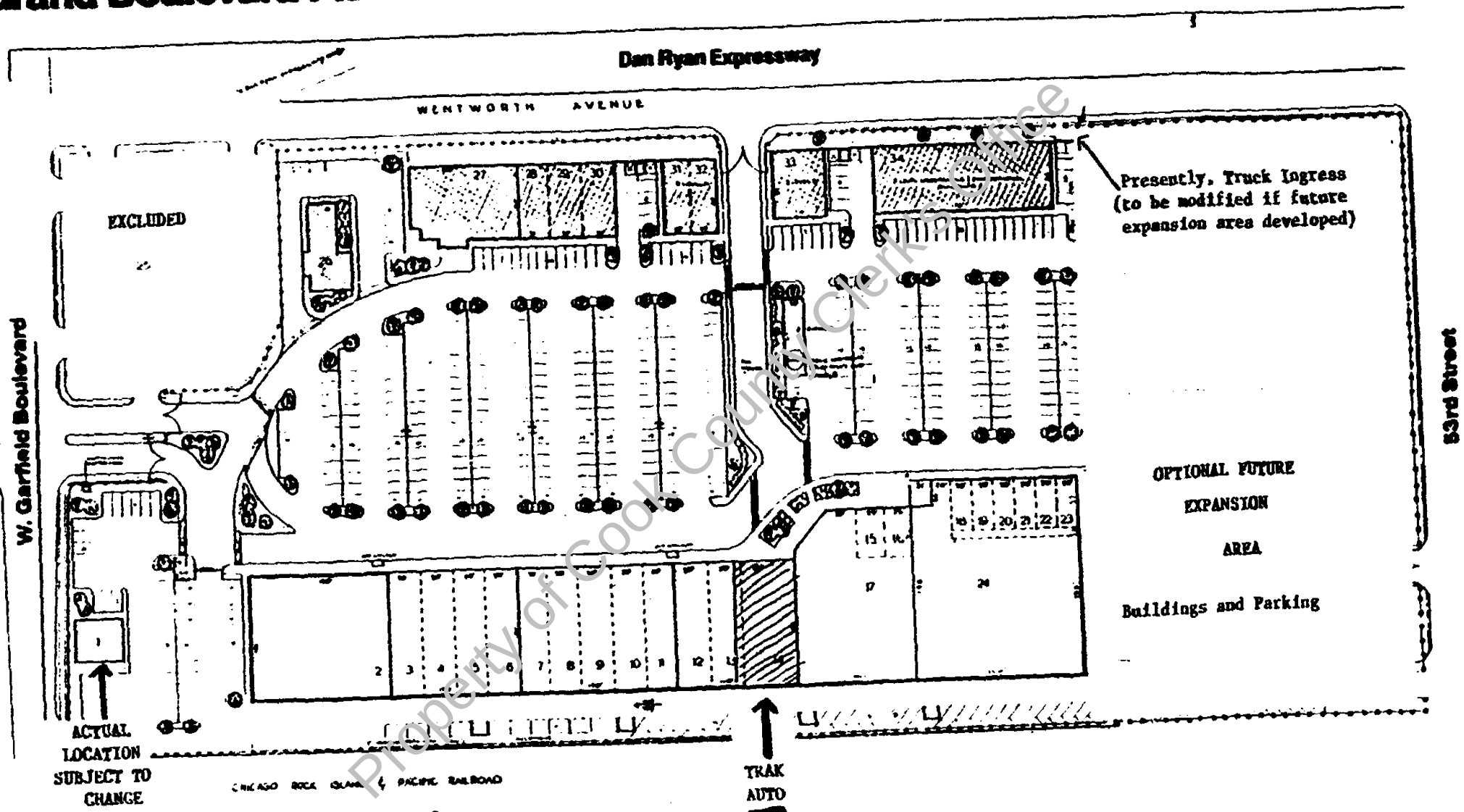
PLOT PLAN

DECEMBER 28, 1988

Grand Boulevard Plaza



For information contact:

Matanky Realty Group

312/666-9100

notary/jvffile

STATE OF _____ }
COUNTY OF _____ } SS:

R. J. ARMSTRONG

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.

Russell J. Armstrong

Notary Public in and for said
County and State

My commission expires _____

"OFFICIAL SEAL"
RUSSELL J. ARMSTRONG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/21/92

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 _____ 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

My commission expires _____

STATE OF Illinois }
COUNTY OF Cook } SS:

On this 20th day of July, 19__, before me, Judith Spatz Neff, a Notary Public in and for said county and state, personally appeared Michael Gallagher, and Carl Jensen, 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.

Judith Spatz Neff

Notary Public in and for said
County and State

My commission expires _____

OFFICIAL SEAL
JUDITH SPATZ NEFF
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 15,1991

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notary05a/tacorp

STATE OF MARYLAND }
COUNTY OF ANNE ARUNDEL } SS.

On this 28th day of June, 1989, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared Richard J. Koll, known to me to be the Chief Financial Officer and Treasurer 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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