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SCHEDULE D

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NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

TRAK CORPORATION d/b/a TRAK AUTO CORPORATION ("Lessee") has executed a Lease dated March 19, 1990, with LASALLE NATIONAL TRUST, N.A. Successor Trustee to LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 107869 DATED APRIL 11, 1984,

("Lessor"), of the demised premises ("demised premises") described in Schedule "A" attached hereto.

CANADA LIFE INSURANCE COMPANY OF AMERICA

("Beneficiary") has caused to be recorded a Deed of Trust or mortgage on May 2, 1990, as Instrument No. 90202079, 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 Lessee to the demised premises and the Lessee's rights arising out of the Lease shall not be altered 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 made by the Lessee to the Lessor more than thirty (30) days prior to the due date.

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.

Prepared By: Elliot R. Arditti  
Trak Auto  
3300 75th Avenue  
Landover, Maryland 20785

Mail To: Bernard Katz  
Katz Randall & Weinberg  
200 N. LaSalle Street, Suite 2300  
Chicago, IL 60601

Recorder's Box No. 340

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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 16<sup>th</sup> day of May, 1992.

CANADA LIFE INSURANCE COMPANY OF AMERICA

By: Mid-North Financial Services, Inc., its correspondent

By: Stacy B Ballard  
Assistant Vice President

BENEFICIARY

TRAK CORPORATION  
d/b/a TRAK AUTO CORPORATION I

By: [Signature]  
Chief Operating Officer

LESSEE

LASALLE NATIONAL TRUST, N.A. Successor Trustee to  
LASALLE NATIONAL BANK AS TRUSTEE UNDER  
TRUST NO. 107869 DATED APRIL 11, 1984  
~~and not previously~~

By: [Signature]  
VICE PRESIDENT

LESSOR

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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 May 16, 1990, by and between LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 107869 DATED APRIL 11, 1984,

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 4726 N. Western Ave., Chicago, Illinois. Such property, herein referred to as "Lessor's Property", means the entire property within the outer property limits shown on the plot plan initiated 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 herof by Lessor for Lessee, containing not less than 5,832 square feet and having inside dimensions of approximately 54' x 108'. 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 users 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 19.3 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 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.

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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, lots or building-type structures may be built except within the building areas or areas for building designation 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.

PARCEL 1: LOTS 9, 10, 11 AND 12 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 13 CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED MAY 11, 1928 AS DOCUMENT NUMBER 10019570) IN BLOCK 1 IN THE NORTH WEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH WEST ELEVATED RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 15, 16, 17 AND 18 IN BLOCK 1 IN NORTH WEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF NORTH WESTERN ELEVATED RAILROAD (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 13 AFORESAID) IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 13 AND 14 (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH EAST LINE OF SECTION 13 CONVEYED TO CITY OF CHICAGO BY QUIT CLAIM DEED RECORDED MARCH 18, 1927, AS DOCUMENT 9584212) IN BLOCK 1 IN THE NORTH WEST LAND ASSOCIATIONS SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH WEST ELEVATED RAILROAD, RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

Street Address: 4724 - 4738 North Western Avenue  
Chicago, Illinois

PIN Nos.: 13-13-207-019  
13-13-207-020  
13-13-207-021  
13-13-207-022  
13-13-207-023  
13-13-207-024  
13-13-207-025

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PROPOSED TRAK AUTO

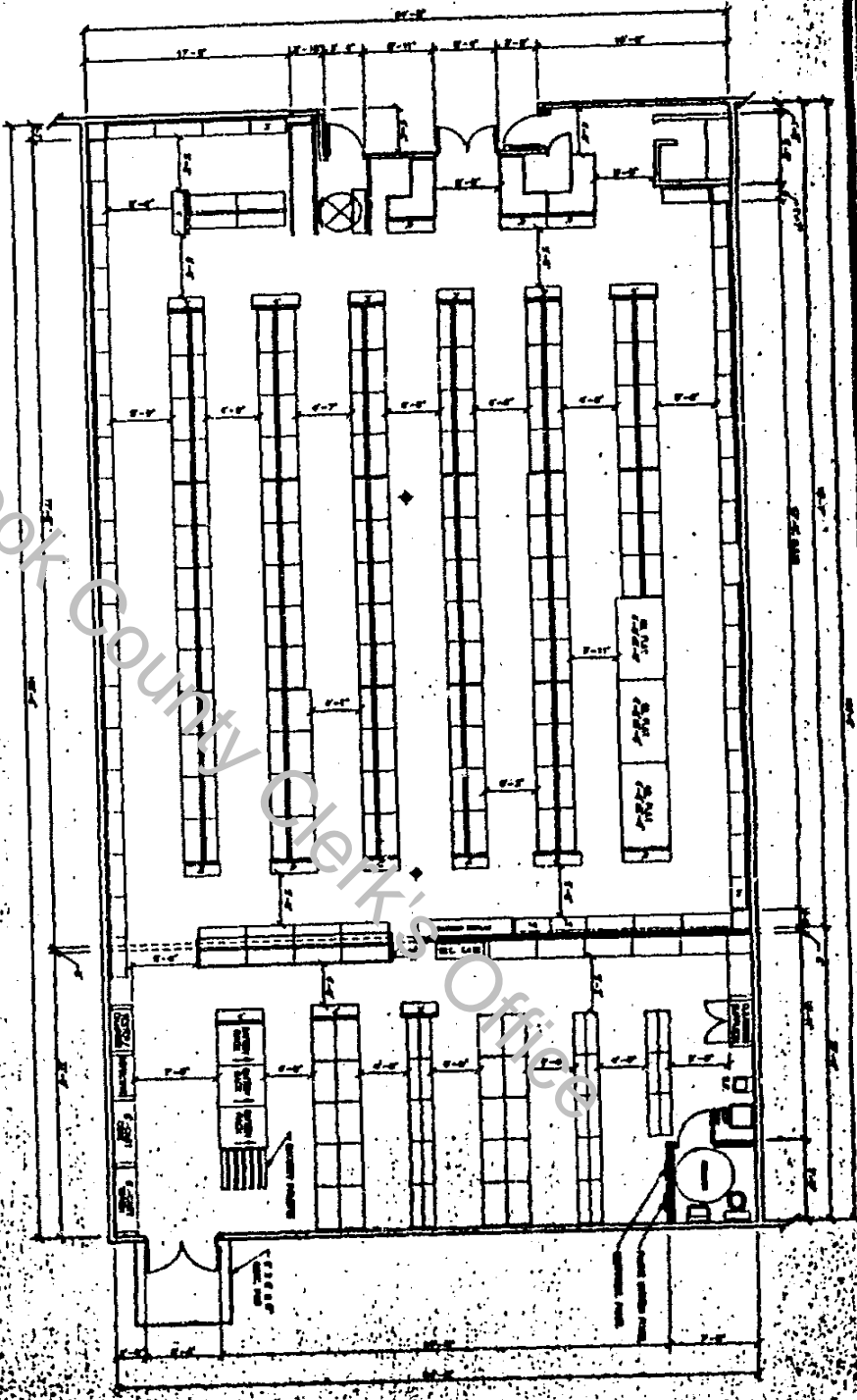
WESTERN AVENUE  
CHICAGO, ILLINOIS

FILE NO. 90287285  
SHEET NO. 1 OF 1  
DATE 2-2-87  
DRAWN BY [Signature]  
CHECKED BY [Signature]  
APPROVED BY [Signature]

LINEAR FOOTAGE COMPARISON

NOTE: ALL DIMENSIONS IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR CONCRETE WALLS AND SLABS. AREA WALLS ARE 8" THICK.

NO.	DESCRIPTION	AREA	PERCENT
1	EXIST. BLDG.	10,000	100%
2	NEW BLDG.	10,000	100%
3	NEW DRIVEWAY	10,000	100%
4	NEW SIDEWALK	10,000	100%
5	NEW PAVEMENT	10,000	100%
6	NEW CURB	10,000	100%
7	NEW SIGNAGE	10,000	100%
8	NEW LIGHTING	10,000	100%
9	NEW LANDSCAPING	10,000	100%
10	NEW UTILITY	10,000	100%
11	NEW FENCE	10,000	100%
12	NEW DRIVEWAY	10,000	100%
13	NEW SIDEWALK	10,000	100%
14	NEW PAVEMENT	10,000	100%
15	NEW CURB	10,000	100%
16	NEW SIGNAGE	10,000	100%
17	NEW LIGHTING	10,000	100%
18	NEW LANDSCAPING	10,000	100%
19	NEW UTILITY	10,000	100%
20	NEW FENCE	10,000	100%



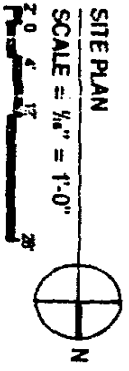
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**TRAK AUTO**  
6800 78th AVENUE LANDOVER MARYLAND 20785  
(301) 781-1872

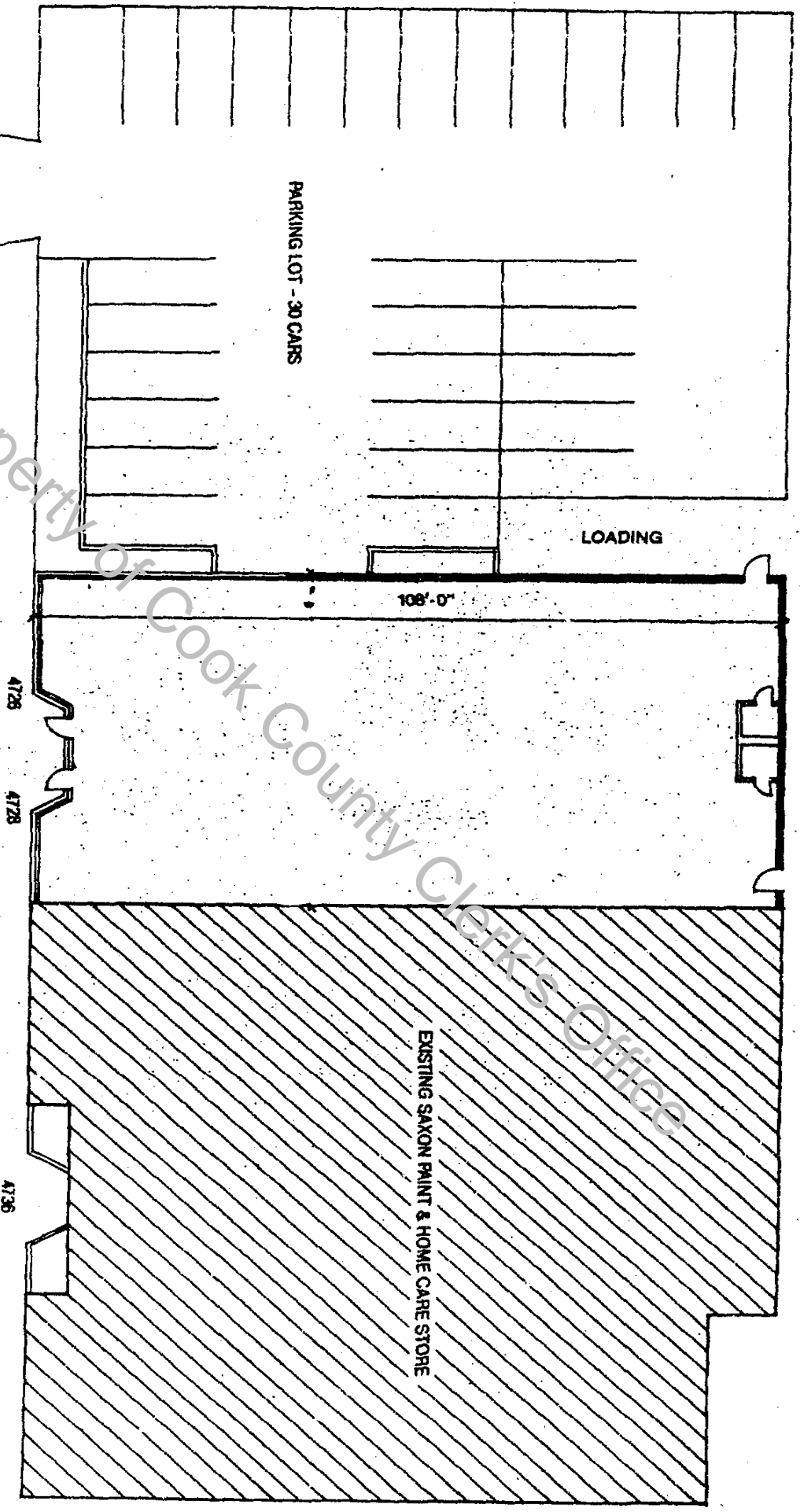
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N. WESTERN AVE.



16' PUBLIC ALLEY

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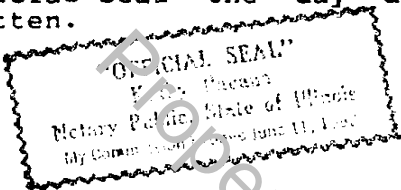
notary/jvffile

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STATE OF ILLINOIS } SS:  
COUNTY OF COOK }

On this 13<sup>th</sup> day of June, 1990 before me, Kathy Pacana, a Notary Public in and for said county and state, personally appeared JOSEPH W. LANE, known to me to be the VICE President and Rosemary Collins, known to me to be the Assistant Secretary of LA SALLE NATIONAL TRUST, N.A., 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.



Kathy Pacana  
Notary Public in and for said  
County and State  
My commission expires 6-11-92

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 \_\_\_\_\_ 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.

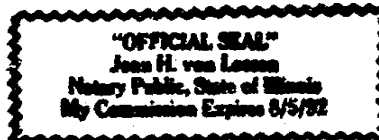
\_\_\_\_\_  
Notary Public in and for said  
County and State  
My commission expires \_\_\_\_\_

STATE OF Illinois } SS:  
COUNTY OF COOK }

On this 4 day of June, 1990 before me, Joan von Leesen, a Notary Public in and for said county and state, personally appeared Stacy B. Ballard, 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.

Joan von Leesen  
Notary Public in and for said  
County and State  
My commission expires August 5, 1992



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NOTARIAL SEAL  
John H. von Loosen  
Notary Public, State of Illinois  
My Commission Expires 03/31/25

STATE OF MARYLAND }  
COUNTY OF ANNE ARUNDEL }

SS.

On this 16<sup>th</sup> day of May, 1990, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared Robert Haft, known to me to be the Chief Operating Officer 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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