

PLEASE COMPLETE THIS INFORMATION

95274741

RECORDING REQUESTED BY:

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TRAK AUTO CORPORATION

AND WHEN RECORDED MAIL TO:

TRAK AUTO CORPORATION  
ATTN: LEGAL DEPARTMENT  
3300 75TH AVENUE  
LANDOVER, MARYLAND 20785

95274741

THIS SPACE FOR RECORDER'S USE ONLY

TITLE: Non Disturbance, Attornment  
and Subordination Agreement

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THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Additional recording fee applies)

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2011-01-01

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NON-DISTURBANCE, ATTORNMENMENT AND SUBORDINATION AGREEMENT

DEPT-01 RECORDING \$33.50  
T:0008 TRAN 1398 04/26/95 14:27:00  
#6053 # SK #95-274741  
COOK COUNTY RECORDER

SUPER TRAK CORPORATION ("Tenant") is about to execute a Lease ("Lease") with DEVON BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 3, 1995, AND KNOWN AS TRUST NUMBER 6182 ("Landlord") of the demised premises ("demised premises") described in Schedule "A" attached hereto. DEVON BANK, AN ILLINOIS BANKING ASSOCIATION ("Beneficiary") has caused to be recorded a Deed of Trust or mortgage on 14 NYCK 7, 1975, as Instrument No. 91153165, in Book \_\_\_\_\_, Page \_\_\_\_\_, official records of the County of Cook, State of Illinois, on said demised premises of which it is the Beneficiary. Tenant 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. Provide 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 Tenant to the demised premises and the Tenant'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 Tenant thereunder; and the Tenant covenants and agrees to attorn to the Beneficiary or such person as its new Landlord, and the Lease shall continue in full force and effect as a direct lease between Tenant and Beneficiary, or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease between Tenant and Landlord. However, in no event shall Beneficiary or such other person be bound by any payment of rent, additional rent, or advance rental made by the Tenant to the Landlord.

Notwithstanding the foregoing, the rights and obligations of Tenant 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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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 20<sup>th</sup> day of March, 1995.

DEVON BANK,  
an Illinois Banking Association

By: James K. Bodys  
By: Wm. [unclear]

BENEFICIARY

SUPER TRAK CORPORATION

By: R. Keith Green  
R. Keith Green, President

TENANT

DEVON BANK, AS TRUSTEE UNDER  
TRUST AGREEMENT DATED FEBRUARY 3,  
1995, AND KNOWN AS TRUST NUMBER 6192

BY: Andrew H. Doozyn Andrew H. Doozyn, Tr. Off.  
BY: Mary L. Pantaleo Mary L. Pantaleo, Tr. Adm.

LANDLORD

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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 March 20, 1995, by and between DEVON BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 3, 1995, AND KNOWN AS TRUST NO. 6182, as Landlord, and SUPER TRAK CORPORATION, as Tenant.

1. **SHOPPING CENTER.** The Premises are a portion of the Shopping Center situated in the City of Chicago, County of Cook, State of Illinois, and now commonly known as \_\_\_\_\_. The Shopping Center is located within the outer limits of the Shopping Center Area shown on the plot plan attached hereto, and made a part hereof ("Plot Plan"). The legal description of the Shopping Center Area is set forth in paragraph 3 of this Schedule A.

2. **PREMISES.** The Premises are that portion of the Landlord's Building shown on the Plot Plan and designated as the "Premises".

3. **LEGAL DESCRIPTION OF SHOPPING CENTER AREA.**

LOTS 25, 26, 27, 28, 29, 30, 31 AND 32 IN BLOCK 6 IN GRANDVIEW, A RESUBDIVISION OF BLOCKS 1, 2 AND 3 OF K.K. JONES SUBDIVISION OF THE SOUTH 40 ACRES OF THE NORTH 120 ACRES OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-23-317-017-0000  
Of Cook County Clerk's Office

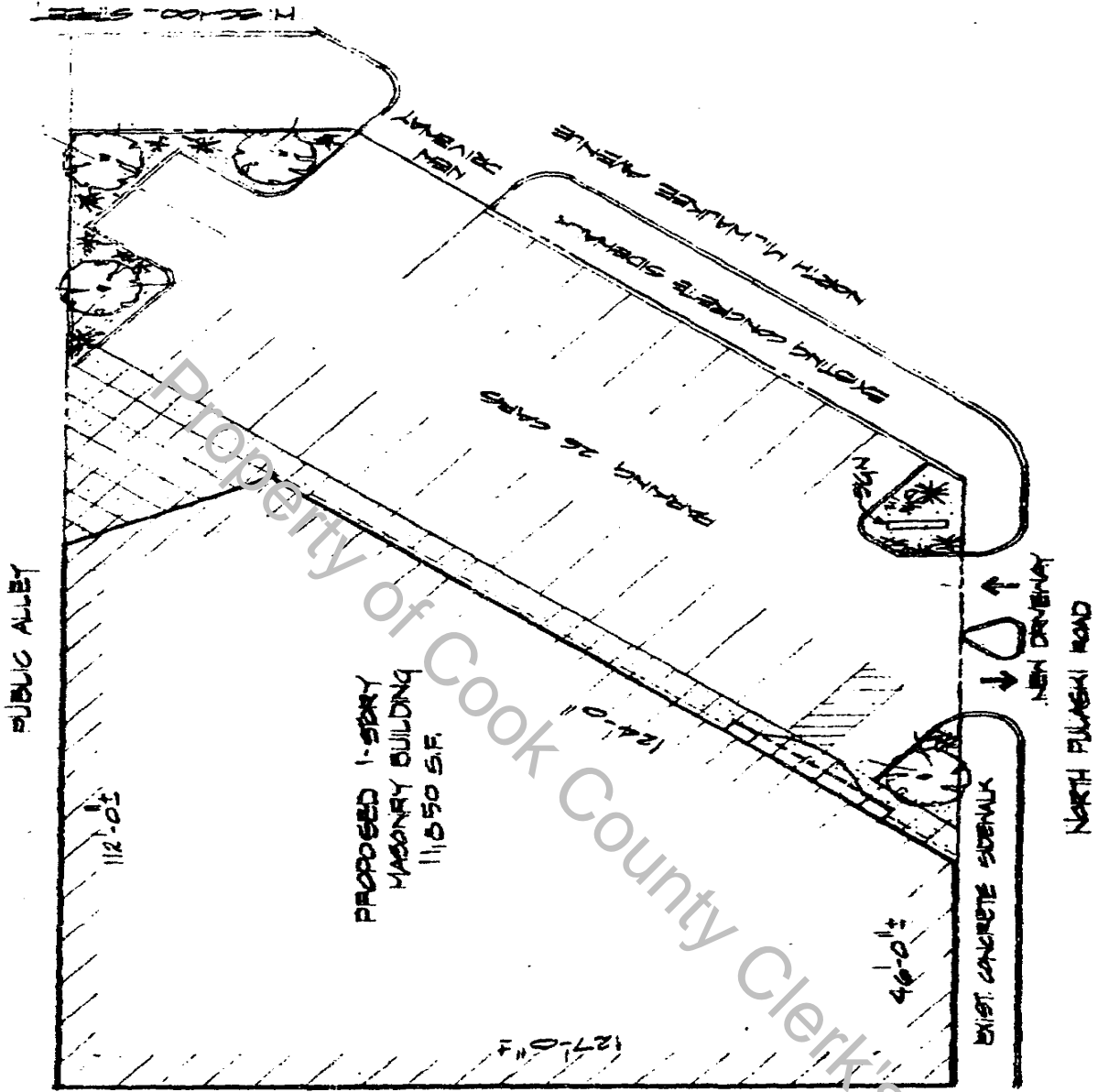
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SITE PLAN  
SCALE: 1" = 20'-0"

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STATE OF ILLINOIS )  
COUNTY OF COOK )

SS:

On this 28th day of March, 1995, before me, Trisha M. Daniel, a Notary Public in and for said county and state, personally appeared Andrew H. Dobzyn and Mary L. Pantaleo, known to me to be the Tr. Officer, President and Trust Administrator, known to me to be the Tr. Off. & Tr. Adm. Secretary of Devon Bank, 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.

Trisha M. Daniel

Notary Public in and for said County and State

My commission expires \_\_\_\_\_



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 \_\_\_\_\_ 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 3rd day of April, 1995, before me, Andrew H. Dobzyn, a Notary Public in and for said county and state, personally appeared James Badger, 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.

Andrew H. Dobzyn

Notary Public in and for said County and State

My commission expires \_\_\_\_\_



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STATE OF MARYLAND        }  
COUNTY OF ANNE ARUNDEL }

On this 20<sup>th</sup> day of March, 1995, before me, Jane S. Van Fleet, a Notary Public in and for said county and state, personally appeared R. Keith Green, known to me to be the President of Super Trak Corporation, 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.

  
\_\_\_\_\_  
Notary Public in and for said  
County and State

My commission expires April 1, 1995.

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