9539600 FFICKAL COPY

PREPARED BY AND WHEN RECORDED RETURN TO: ELOCKBUSTER VIDEOS, INC. 3320 S. Madlson Burr Ridge, IL 60521 ATTN: Lease Administration

BLOCKBUSTER VIDEO #17013 31,50 cost 28,00 pentaly

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (the "Agreement")	is made and
surered into this the 311 day of Chil	, 1995,
by and between BLOCKBUSTER VIDEOS, INC., A TEXAS	CORPORATION
("TENANT") and Chicago Title and Trust Company*	("LANDLORD")
and did a Middle Fill a regulated No.	("LENDER").
GABAT-WEST LIFE & ANNUITY INSURANCE COMPANY	

RECITALS:

WHEREAS Landlord executed a Lease dated as of HANDS, in favor of Tenant, a memorandum of which may be recorded simultaneously berewith, covering a certain Demised Premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A" (said parcel of real estate and the this reference as Exhibit "A" (said parcel of real estate and the Demised Premises being sometimes collectively referred to herein as the "Property"); and

WHEREAS, Landlord has executed a mortgage and recorded on 19 84 and recorded on 27086014. Payd "Mortgage") dated May 14 . 19 84 and recorded on May 15 . 1984 At as YDAAM Document No. 27086014, 'PAM' Of the Real Estate Records of Cook County, Illineis in favor of Lander, payable upon the terms and conditions described therein;

WHEREAS, it is a condition to said loan that said Mortgage shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to this Lease and to the leasehold estate created thereby; and

WHEREAS, the parties hereto desire to assure Tenant's possession and control of the Property under this Lease upon the terms and conditions therein contained;

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

AGREEMENT:

- The Lease is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.
- Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Property, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, this Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and Tenant, upon, and subject to, all of the terms, covenants and conditions of this Lease for the balance of the term thereof remaining, including any extensions therein provided. Tenant does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.
 - * not personally, but soley as Trustee under trust agreement known as Trust No. 1081850

\$ 59.50 DHC

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- 3. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including Landlord); except that Lender agrees to cure any default of Landlord that le continuing as of the date Lender forecloses the Droperty within thirty (30) days from the data_Tenant_delivers_written_notice_to_Lender_of_such_continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Landlord diligently and continuously proceeds to dure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless Tenant shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Landlord under the Lease; bound Ly any Rent that Tenant may have paid under the Lease more than one month in advance; (d) bound by any amendment or than one month in advance; (d) bound by any amendment or modification of the lease hereafter made without Lender's prior written cortent; (e) responsible for the return of any security deposit delivered to Landlord under the Lease and not subsequently received by Lender.
- 4. If Lender sends written notice to Tenant to direct its Rent payments under the Lease to Lender instead of Landlord, then Tenant agrees to follow the instructions set forth in such written instructions and deliver Rent payments to Lender; however, Landlord and Lender agree that Tenant shall be credited under the Lease for any Rent payments sent to Lender pursuant to such written notice.
- 5. All notices which may or are required to be sent under this Agreement shall be in riting and shall be sent by first-class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

TENANT:

LANDLORD:

Blockbuster Entertainmert Group

One Blockbuster Plaza, 200 S. Andrews

Ft. Lauderdale, FL 33301-1860 ATTN: Real Estate/Legal

Blockbuster Entertainment Group

8320 South Madison Burr Ridge, IL 60521

Chicago Title and Trust Company, no personally but

solely as Trustee under trust agreement known as

Trust No. 1081850

c/o The Taxman Corporation 9933 N. Lawler, Suite 516

Skokie, IL 60077

LENDER: GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

8515 East Orchard Road

Englewood, CO 80111

Attn: Sara Martens, 3T2

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. mail

Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of this Lease.

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- 7. This Non-Disturbance Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.
- 8. Should any action or proceeding be commenced to enforce any of the provisions of this Non-Disturbance Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorney's fees.
- 9. Tenant shall not be enjoined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Landlord in the performance of the terms covenants, conditions and agreements set forth in the Mortgage.

of the terms covenants, conditions and agreeme	sitta sat rottii tii tiia iirattaigiga
IN WITNESS WHEREOF, the particular content to be executed as of the day and year	es hereto have caused this Non-Disturbance ar first above written.
WITNESSES:	LENDER: GREAT-WEST LIFE & ANNUITY INSURANCE
Many Stibal	By: Concernation By: Concernation Name: LONA J. ANDERSON Title: AUTHORIZED SIGNATURE
SARA MARTENS AUTHORIZED SIGNATURE	By: DENNIS B. GRAVEN Name: DENNIS B. GRAVEN Title: Manager, Mortgage Investments
WITNESSES:	I.ANDLORD: CHICAGO TITLE AND TRUST COMPANY, not personall but notely as Trustee under trust agreement known as Trust No. 1081850
Print Hame:	Attached excust ition rider is incorporated hereis
1: C. Ulamo	By: Name: Serotivled ride. Title:
WWW.IBGGEG	9579600 1
WITNESSES:	TENANT: BLOCKBUSTER VIDEOS, INC.
\wedge . \wedge	A TEXAS CORPORATION

Paul Ropey

Michelle Michels

Michelle Wichels

Michael R. Beck Vice President of Development

. DEPT-01 RECORDING 0/ \$59.50 - T\$0008 TRAN 6019 06/20/95 12:37:00

types t JB =-95-396001 COOK COUNTY RECORDER

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[Acknowledgement of Lender]

STATE OF COLORADO		
COUNTY OF ARAPAHOE		
The foregoing instrument was day of March Authorized Signature and by Denni GREAT-WEST LIFE & ANNUITY INSURANCE CO	acknowledged before me this 27th , 1995 by L.J. Anderson, a B. Graven, Manager, Mtg. Invest. of	
corporation. They she is opersonal!	corporation, on behalf of the y known to me or has produced	
not take as oath.	as identification and did/did	
00-	His Mark	
Q _A	Signature of Notary	
Ox.	Rlizabeth A. Whitaker (Name of Notary Typed, Printed or Stamped)	
	My Commission Expires: September 14, 15	996
[Acknowlergement	of Landlord)	
STATE OF	SEE ATTA CHED PADER)
COUNTY OF	J=1= 11 11 11 -11 11 11 11 11 11 11 11 11 11	_
The foregoing instrument was day of	a knowledged before me this	
	Of.	
corporation. He/she is personally	corporation, on behalf of the known to me or has produced as identify ation and did/did	
not take an oath.	as Identification and didydid	
	Signature of Notary	
	orginature or needray	٥
	(Name of Notary Type), printed or Stamped)	7 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
[Acknowledgemen		
STATE OF FLORIDA		
COUNTY OF BROWARD		
The foregoing instrument was day of TOO CORPORATION, on behalf of the corpore me and did not take an oath.	LOCKBUSTER VIDEOS, INC., A TEXAS	
MARION M. NICHOLS MY COMMISSION & CC 354211 EXPRES: Migrait S. 1998 Bonded Thru Rosery Public Underwriters	Signature of Notary Warne of Notary Typed, Printed or Stamped)	

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EXHIBIT "A"
LEGAL DESCRIPTION

***PARCEL 1:

The South 342.44 feet of the North 375.44 feet of that part lying East of the West 814.72 feet West of the East 33 feet and Southwesterly of Elston Avanue of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, together with that part lying West of a line drawn from the Northeast corner to the Southwest corner of the South 170 feet of the North 545.44 feet of the East 17 feet of the West 988.72 feet of the North 545.44 feet of the East 17 feet of the West 988.72 feet of the North 521 feet of the East 17 feet of the West 971.72 feet together with that part lying East of a line drawn from the North east corner to the Southwest corner of the South 37.27 feet of the North 521 feet of the East 4.16 feet of the West 954.72 feet of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

That part of the Northeast 1/4 or the Southeast 1/4 of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: Beginning at a point 13 feet West of the East line and 375.44 feet South of the North line of the Southcast 1/4 of said Section 23, Thence North 89 degrees, 50 minutes, 30 seconds West and parallel with the North line of said Southeast 1/4 of Section 23, a distance of 310.05 feet to a point 988.72 feet East of the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 23; thence South 5 degrees, 42 minutes, 45 seconds West 170.80 feet to a point 971.72 feet East of the West line and 545.44 feet South of the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 23; thence South 19 degrees, 29 minutes, 34 seconds West 63.34 feet to a point of tangency on a curved line convex to the Southeast; thence Southwesterly along said curved line with a radius of 368.76 feet a distance of 77.61 feet to a point of tangency of said curved line; thence South 31 degrees, 23 minuter 45 seconds West along said tangent 190.30 feet to an intersection with a curved line convex to the Northwest; thence Northeasterly along said curved line with a radius of 359.26 feet a distance of 328.02 feet to its point of tangency on the South line of the North 697.44 feet of the Southeast 1/4 of Section 23 aforesaid; thence South 89 degrees, 50 minutes 30 seconds East along said South line 195.27 feet to the West line of the East 33 feet of the Southeast 1/4 of said Section 23; thence North O degrees, O2 minutes, 30 seconds East 322 feet along the 1.st described line to the place of beginning, in Cook County, Illinois.***

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EXECUTION AND EXCULPATORY CLAUSE FOR	CHICAGO TITLE AND TRUST COMPANY,
AS TRUSTEE UNDER TRUST # _1081850	ATTACHED TO THAT
Non-Disturbance Acreement	DATED

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings 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 Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant 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.

IN WITNESS WHEREOF, Chibago Title and Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and littested by its Assistant Secretary, the day and year first above Of Collins written.

April 3, 1995 DATE

Sug CORPORATE hicago,

SS.

STATE OF ILLINOIS

COUNTY OF COOK

CHICAGO TITLE AND TRUST COMPANY, as Trustee aforesaid and not personally,

Attest: Assimant Secretary

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CLRTIFY, that the above named Assistant Vice President and Assistant

Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, 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 custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL" Marylou Estrada Notary Public, State of Illinois My Commission Expires 3/12/99

Notatial Seal C::WPWINEOIWPOOCS/FOAICT&TYEXCULP.LTR Given under my hand and Notarial Seal this 3rd day 1995. April

Proberty or Cook County Clerk's Office

CAPTONE SEAL"

Lacyton Estrado

Lacyton Estrado

Lacyton Explos of Illinois

Lacyton Exploses 3/12/73