

6000 464647 issued  
Mark J. Richmond  
200 N La Salle St  
Chgo Ill 60601-1097

SUBORDINATION, ATTORNMENT AND  
NON-DISTURBANCE AGREEMENT

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THIS AGREEMENT made and entered into as of the 9th  
day of February, 1993, by and between PROTECTIVE  
LIFE INSURANCE COMPANY, P. O. Box 2606, Birmingham, Alabama  
35202 ("Lender") and SEARS, ROEBUCK AND CO., 3333 Beverly Road,  
Hoffman Estates, Illinois 60179 ("Tenant").

WITNESSETH:

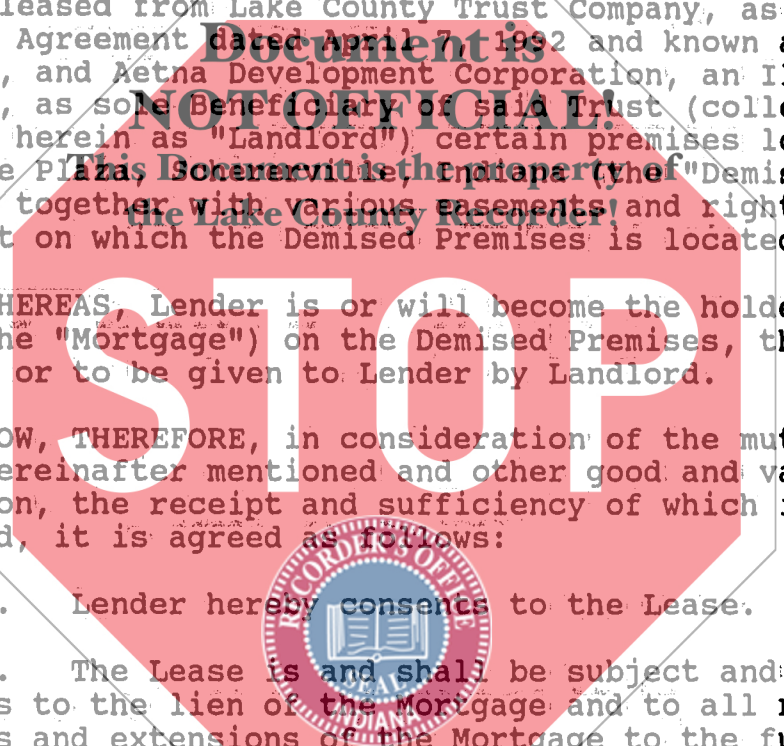
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WHEREAS, by the ~~Lease~~ dated May 29, 1992 (the "Lease"),  
Tenant has leased from Lake County Trust Company, as Trustee  
under Trust Agreement dated April 7, 1992 and known as Trust  
Number 4288, and Aetna Development Corporation, an Illinois  
corporation, as sole Beneficiary of said Trust (collectively  
referred to herein as "Landlord") certain premises located in  
Schererville Plaza, ~~Bonereville, Indiana~~ (the "Demised  
Premises"), together with various easements and rights over the  
Entire Tract on which the Demised Premises is located.

WHEREAS, Lender is or will become the holder of a  
mortgage (the "Mortgage") on the Demised Premises, the Mortgage  
having been or to be given to Lender by Landlord.

NOW, THEREFORE, in consideration of the mutual  
covenants hereinafter mentioned and other good and valuable  
consideration, the receipt and sufficiency of which is hereby  
acknowledged, it is agreed as follows:

1. Lender hereby consents to the Lease.
2. The Lease is and shall be subject and subordinate  
at all times to the lien of the Mortgage and to all renewals,  
replacements and extensions of the Mortgage to the full extent of  
the principal sum secured thereby and interest thereon.
3. In the event that Lender shall commence an action  
to foreclose the Mortgage or to obtain a receiver of the Demised  
Premises, or shall foreclose the Mortgage by advertisement, entry  
and sale according to any procedure available under the laws of  
the state where the Entire Tract is located, Tenant shall not be  
joined as a party defendant in any such action or proceeding, and  
Tenant shall not be disturbed in its possession of the Demised  
Premises, provided Tenant is not in default under the Lease.
4. In the event that Lender shall acquire the Demised  
Premises upon foreclosure, or by deed in lieu of foreclosure, or  
by any other means:



STATE OF INDIANA S.S. NO.  
LAKE COUNTY  
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(a) Tenant shall be deemed to have made a full and complete attornment to Lender so as to establish direct privity between Lender and Tenant;

(b) All rights and obligations of Tenant under the Lease shall continue in full force and effect and be enforceable by and against Tenant, respectively, with the same force and effect as if the Lease had originally been made and entered into directly by and between Lender as the landlord thereunder, and Tenant;

(c) Lender shall recognize and accept the rights of Tenant and shall thereafter assume the obligations of Landlord under the Lease in respect of obligations under the Lease thereafter falling due.

5. Nothing herein contained shall impose any obligations upon Lender to perform any of the obligations of Landlord under the Lease, unless and until Lender shall become owner or mortgagee in possession of the Demised Premises.

6. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given when sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Lender: Protective Life Insurance Company,  
P. O. Box 2606,  
Birmingham, Alabama 35202;

If to Tenant: Sears Merchandise Group,  
National Manager,  
Real Estate Planning Group,  
Department 824RE,  
3333 Beverly Road,  
Hoffman Estates, Illinois 60179;

With a copy to: Sears Merchandise Group,  
Assistant General Counsel,  
Real Estate,  
Department 766,  
3333 Beverly Road,  
Hoffman Estates, Illinois 60179

Either party, at any time and from time to time (by providing notice to the other party in the manner set forth above), may designate a different address or person, or both, to whom such notice may be sent.

7. This Agreement shall be binding upon and inure to the benefit of any person or entity acquiring rights to the Demised Premises by virtue of the Mortgage, and the successors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, this Subordination, Attornment and Non-Disturbance Agreement has been signed and sealed on the day and year first above set forth.

ATTEST:

PROTECTIVE LIFE INSURANCE  
COMPANY

*Richard C. [Signature]*  
Assistant Secretary

By: *[Signature]*  
Treasurer

**NOT OFFICIAL!**

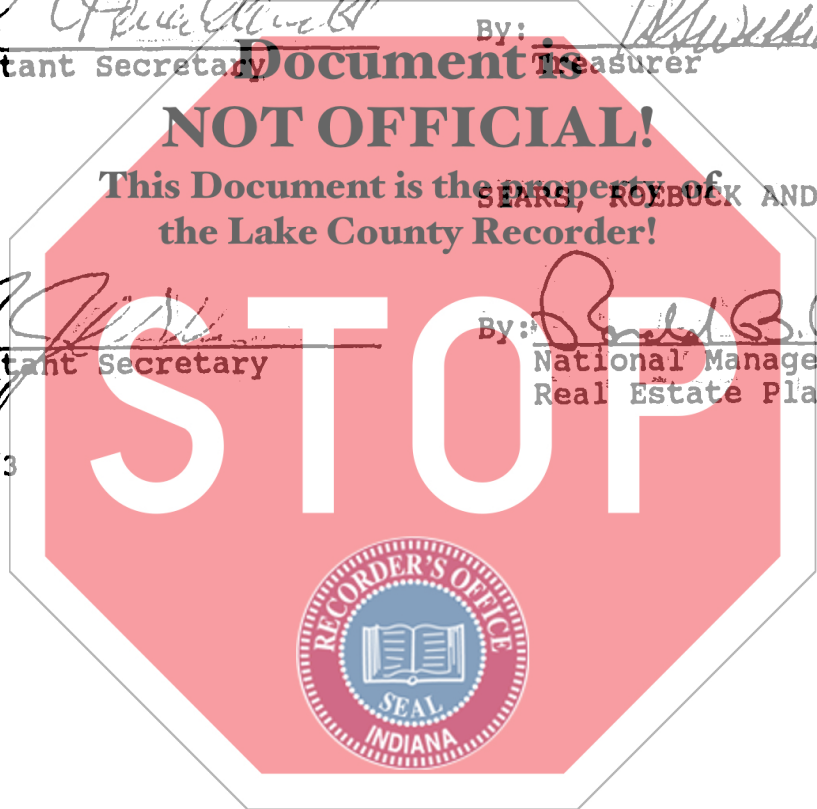
ATTEST:

This Document is the property of  
SEARS, ROEBUCK AND CO.,  
the Lake County Recorder!

*[Signature]*  
Assistant Secretary

By: *[Signature]*  
National Manager  
Real Estate Planning Group

Rev. 2/9/93



PROPERTY  
MANAGER  
*[Signature]*  
LEGAL  
*JMB*

STATE OF Alabama )  
 ) SS:  
COUNTY OF Jefferson )

On this 3rd day of March, 1993, before me, a Notary Public within and for said County, personally appeared A.S. Williams, III and Richard C. Fruechtenicht, to me personally known, who, being each by me duly sworn, did say that they were respectively the Treasurer and the Assistant Secretary of Protective Life Insurance Company, the Corporation named in the foregoing instrument, and that the said instrument was signed on behalf of said Corporation by authority of its Board of Directors and A.S. Williams, III and Richard C. Fruechtenicht acknowledged said instrument to be the free act and deed of said Corporation.

Document is NOT OFFICIAL!

This Document is the property of Deborah P. Foster, the Notary Public, State of Alabama County At Large.

My commission expires 4-26-94

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this 9th day of February, 1993, before me, a Notary Public within and for said County, personally appeared Ronald B. Ruth and Donald J. Jeruc, to me personally known, who, being each by me duly sworn, did say that they were respectively the National Manager, Real Estate Planning Group and the Assistant Secretary of Sears, Roebuck and Co., the corporation named in the foregoing instrument, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors and Ronald B. Ruth and Donald J. Jeruc acknowledged said instrument to be the free act and deed of said corporation.

Lillian H. Garrison  
Notary Public, COOK County

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

