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MOORE & WINTER
RECORDERS

69165

NON-DISTURBANCE, ATTORNTMENT AND SUBORDINATION AGREEMENT

AUTO TRAK CORPORATION has executed
TRAK CORPORATION (~~TRAK CORPORATION~~) ("Lessor") is about to execute a Lease
("Lease") with National Surety Trust II, L.L.C., an Indiana limited liability company
dated December 22, 1999

("Lessor") of the demised premises ("demised premises") described in Schedule "A" attached hereto.
Bank Leumi, USA, Inc. 2000
("Beneficiary") will cause to be recorded a Deed of Trust or mortgage on February 1, 2000, as
Instrument No. 2000006971, in Book _____, Page _____, official records of the County of
Lake _____, State of Indiana, on said demised premises of which it is the Benefi-
ciary. Lessor 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 Lessor to the demised premises and the Lessor'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 Lessor thereunder;
and the Lessor 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 Lessor and Beneficiary, or
such other person upon all the terms, covenants, conditions and agreements set forth in the Lease
between Lessor and Lessor. 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 Lessor to the Lessor, nor shall Beneficiary
be liable for any act or omission of Lessor.

Notwithstanding the foregoing, the rights and obligations of Lessor 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 thereun-
der, and to any renewals, extensions, modifications or replacements thereof, not
inconsistent with Paragraph 1 of this Agreement.

CTIC Has made an accomodation recording of
the instrument. We Have made no examination
of the instrument or the land affected.

15.00
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at

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 here to, and upon the full execution of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 10th day of March, 199 2000.

Bank Leumi USA

By: *H. G. Ward V.P.*

By: _____

BENEFICIARY

AUTO
TRAK CORPORATION
~~TRAK AUTO CORPORATION~~

By: *[Signature]*

President

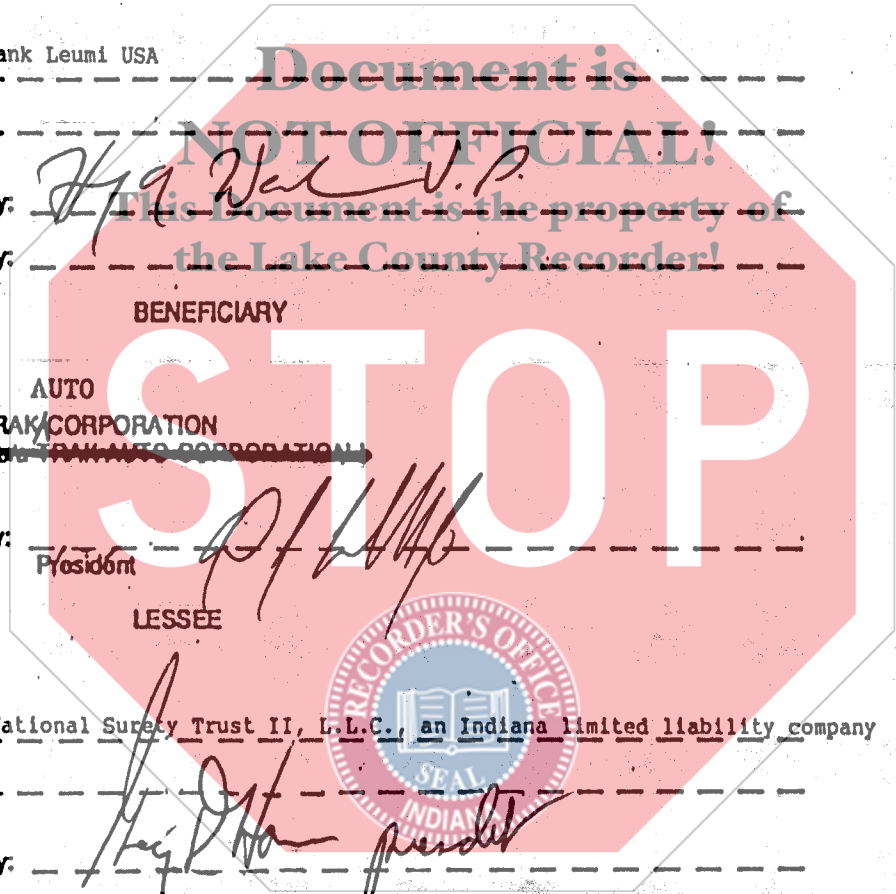
LESSEE

National Surety Trust II, L.L.C., an Indiana limited liability company

By: *[Signature]*

By: _____

LESSOR



STATE OF Illinois)
COUNTY OF Cook)

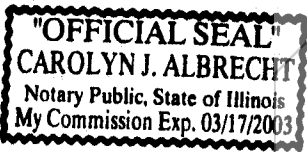
The foregoing instrument was acknowledged before me this 11th day of February, 2000 by Harvey A. Wechsler, as the Vice President of Bank Leumi USA, a New York corporation, on behalf of the corporation.



Maria D. Gonzalez
Notary Public
My Commission Expires: July 13, 2001
County of Residence: Cook

STATE OF Illinois)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 14 day of MARCH, 2000 by DANIEL P. LEGAULT JR, as the VICE PRESIDENT of Trak Auto Corporation, a Delaware corporation, on behalf of the corporation.



Carolyn J. Albrecht
Notary Public
My Commission Expires: 3-17-2003
County of Residence: Cook

STATE OF Illinois)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 9th day of February, 2000 by George D. Hanus, as President of National Surety Trust II, L.L.C., an Indiana limited liability company, on behalf of such limited liability company.

Thomas H. Page
Notary Public
My Commission Expires:
County of Residence: Cook County, IL



This document prepared by Thomas H. Page
Barack Ferragamo
333 W. Wacker
Chicago, IL 60606

After recording return to:
Arnold Weinberg
Katz Randall Weinberg & Richmond
333 W. Wacker, Suite 1800
Chicago, IL 60606

SCHEDULE "A"

Lot 2 in Hobart Commons, as per plat thereof, recorded in Plat Book 58 page 10, in the Office of the Recorder of Lake County, Indiana, except that part described as: Beginning at a point on the North line of said Lot 2 and 234.89 feet West of the Northwest corner of Lot 3 in said Hobart Commons; thence South 00 degrees 30 minutes 18 seconds East, 159.86 feet to the Southwest corner of the Walgreens Drug Store Building; thence North 00 degrees 30 minutes 18 seconds West along said building a distance of 60.00 feet; thence South 89 degrees 29 minutes 42 seconds West, 100.0 feet; thence South 00 degrees 30 minutes 18 seconds East 60.00 feet; thence North 89 degrees 29 minutes 42 seconds East, 100.00 feet to the point of beginning.

