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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 019171

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MICHAEL A. BROWN
RECORDER

PREPARED BY:
JAMES B. CARROLL, ESQ.
7800 West 95th Street, 2nd Fl East
Hickory Hills, IL 60457
(708) 430-1300

MAIL TO:
Loan Servicing
Standard Bank and Trust Company
7800 W. 95th St 2nd Fl East
Hickory Hills, IL 60457

cm620050544

NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT

Chicago Title Insurance Company

This Non-Disturbance, Subordination & Attornment Agreement ("Agreement"), is made by and among Standard Bank and Trust Company, 7800 W. 95th St., Hickory Hills, IL 60457, not personally but as Trustee under a Trust Agreement dated January 19, 2005 and known as Trust 18654, ("Trustee"), Sajid Ali, Kalied Kanan and Raed Kanan, as beneficiaries of Standard Bank and Trust Company a/t/u/t/a dated January 19, 2005 a/k/a Trust No. 18654 (hereinafter individually and collectively, as the context requires, referred to as the "Beneficiaries"), S & K Petroleum, Inc., an Indiana Corporation, 1489 Broadway, Gary, IN 46408, (hereinafter individually and collectively with all other successors and assigns, as the context requires, referred to as the "Tenant"), and STANDARD BANK AND TRUST COMPANY, its successors and assigns ("Lender" herein), 7800 West 95th Street, Hickory Hills, IL 60457.

RECITALS:

- A. Trustee is the owner and holder of fee simple title in and to certain real property (the "Premises") situated in Lake County, Indiana and described in Exhibit "A" attached hereto and by this reference made a part hereof and Beneficiaries are the sole beneficiaries of said Trust 18654; and
- B. Trustee and Tenant entered into a certain lease dated the _____th day of February, 2005, (the "Lease") demising the Premises to said Tenant; and
- C. Trustee and Trustee's Beneficiaries have made, executed and delivered to Lender one certain Note (the "Note") secured by, inter alia, a Mortgage Security Agreement and Financing Statement (the "Mortgage") of the Premises of even date with the Note, which Mortgage has been or will be filed for record in the Office of the Lake County, Indiana Recorder ("Office") prior or subsequent to the execution of this Agreement; and

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- D. As additional consideration for the Note, Trustee and Trustee's Beneficiaries have absolutely assigned to Lender Tenant's Leases by an Assignment of Rents ("Assignment") filed for record in the aforesaid Office prior to or subsequent to the execution of this Agreement; and
- E. Lender requires, as a precondition to providing financing for the Premises, that Tenant subordinate to Lender Tenant's right, title and interest in the Premises;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Tenant and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. The Recitals above are incorporated herein as Paragraph 1 as if fully restated.
2. Provided Tenant is not in default in the payment of rent, taxes, utility charges or other sums payable by Tenant under the terms of the Lease or under any other provision of the Lease and Tenant is then in possession of the Premises:
 - a). The right of possession of Tenant to the Premises shall not be affected or disturbed by Lender in the exercise of any of its rights and remedies under the Note, the Mortgage or the Assignment; and
 - b). In the event Lender obtains title to the Premises through foreclosure under the Mortgage or otherwise, Tenant agrees to continue occupancy of the Premises under the same terms and conditions of the Lease and will attorn to the Lender, its successors or assigns, to the same extent and with the same force as if Lender were the Lessor under the Lease.
3. Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of Lessor under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Lender were named therein as the Lessor. Lender shall not, by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Lender shall have obtained title to the Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender has obtained title to the Premises.
4. Without Lender's prior written approval, Tenant shall not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment. Unless so approved by Lender, Lender shall not be bound by and shall be entitled to recover from Tenant, as rent under the Lease, any payment of the rent or additional rent made by Tenant to or at the direction of Trustee or Trustee's Beneficiaries for more than one month in advance or paid by an amendment or modification of the Lease.
5. After notice is given to Tenant by Lender pursuant to the Assignment, which notice will be given only if Trustee and Trustee's Beneficiaries are in default under the terms of the Note and Mortgage

aforesaid, that the sums due under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due and to become due to Trustee or Trustee's Beneficiaries under the Lease. Trustee hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant of, and from liability to Trustee or Trustee's Beneficiaries on account of any such payments.

6. The Lease and Tenant's leasehold estate created thereby, including all rights and options to purchase the Premises, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modification or replacements thereof.

7. This Agreement shall inure to the benefit of and shall be binding upon Trustee, Trustee's Beneficiaries, Tenant and Lender, and their respective heirs, personal representatives, successors and assigns. In the event of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois except as to procedural matters which will be governed by the law of the State of Indiana.

8. Trustee's exculpation is incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written by each party's duly respective Officers, or individually this 3rd day of February, 2005, pursuant to proper authority duly granted.

TENANT:
S & K Petroleum, Inc.

By: [Signature]
Sajid Ali, President

LENDER:
Standard Bank and Trust Company

By: _____

BENEFICIARIES:

[Signature]
Sajid Ali

[Signature]
Kalied Kanan

[Signature]
Raed Kanan

ATTEST: _____

TRUSTEE:
Standard Bank and Trust Company,
not personally but a/t/u/t/a dated
January 19, 2005, a/k/a/ Tr No 18654

BY: [Signature]
Patricia Ralphson, A. V.P.

ATTEST: [Signature]
Donna Diviero, A. T. O.

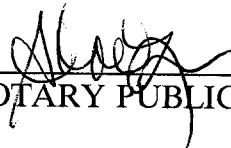
This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. The obligations and liabilities of the Trustee hereunder are to be satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands or liabilities which may at any time be asserted against the Trustee hereunder shall be satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

STATE OF ~~ILLINOIS~~ Indiana)
) SS
COUNTY OF ~~COOK~~ Lake)

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that ~~Qidat~~ *
~~Sajid Ali~~, personally known to me to be the same person whose name is subscribed to the foregoing
instrument as President of S & K Petroleum, Inc., appeared before me this day in person and
acknowledged that as such Officer of said Corporation, he did sign and deliver the said instrument
pursuant to authority, given by the Boards of Directors of said Corporation as his free and voluntary act,
and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

* Sajid Ali

GIVEN under my hand and official seal this 3rd day of February, 2005.



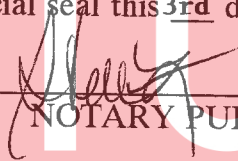
NOTARY PUBLIC

Star Lugar
Notary Public, State of Indiana
Lake County
My Commission Exp. 6/25/07

STATE OF ~~ILLINOIS~~ Indiana)
) SS
COUNTY OF ~~COOK~~ Lake)

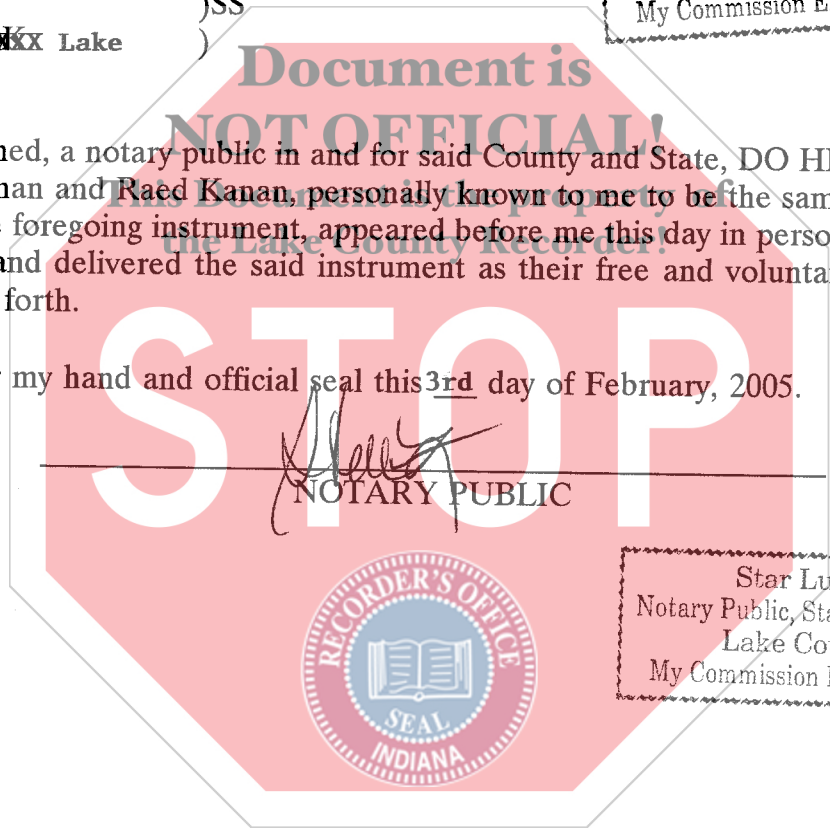
The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that
Sajid Ali, Kaled Kanan and Raed Kanan, personally known to me to be the same persons whose names
are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that
they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and
purposes therein set forth.

GIVEN under my hand and official seal this 3rd day of February, 2005.



NOTARY PUBLIC

Star Lugar
Notary Public, State of Indiana
Lake County
My Commission Exp. 6/25/07



STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

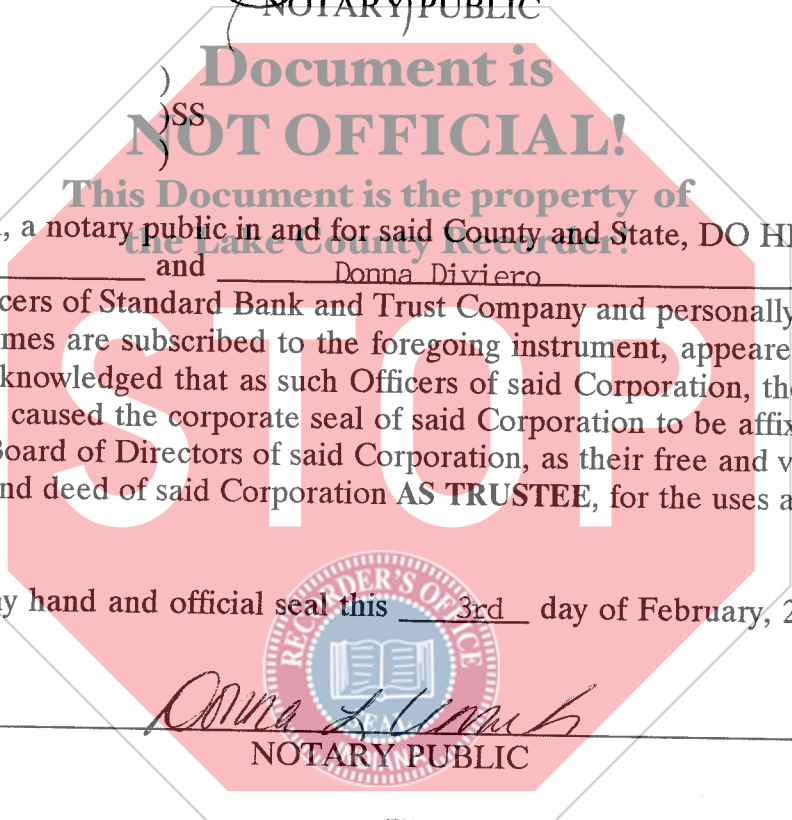
The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that _____ and _____, personally known to me to be Officers of STANDARD BANK AND TRUST COMPANY, an Illinois Banking Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3 day of February, 2005.

[Signature]

NOTARY PUBLIC

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)



The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that Patricia Ralphson and Donna Diviero, personally known to me to be Officers of Standard Bank and Trust Company and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation AS TRUSTEE, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3rd day of February, 2005.

[Signature: Donna L. Unruh]

NOTARY PUBLIC

“OFFICIAL SEAL”
Donna L. Unruh
Notary Public, State of Illinois
My Commission Expires June 14, 2005

EXHIBIT "A"
TO NON-DISTURBANCE, SUBORDINATION & ATTORNMENT AGREEMENT

LEGAL DESCRIPTION

A parcel of land located in the South half of the Southwest Quarter of Section 23, Township 36 North, Range 8 West of the Second Principal Meridian, in Hobart Township, Lake County, Indiana, and which lies South and East of the right-of-way of the Joliet Cutoff of the Michigan Central Railroad and is bound on the East by the centerline of Tilden Street (as projected Southerly from north of the aforescribed Michigan Railroad right of way, said centerline also being the Westline of property recorded as Tolleston on the Hill, in Plat Book 2, page 55, in the Recorder's Office, Lake County, Indiana); on the South by the North line of the original right-of-way of the Gary Hobart and Eastern Traction Company; on the North by the right-of-way of the Joliet Cutoff of the Michigan Central Railroad; on the West by a line extended North to the right-of-way of the Joliet Cutoff of the Michigan Central Railroad from a point 840 feet West of the intersection of the centerline of 37th Avenue and the centerline of Tilden Street (as projected Southerly from North of the aforescribed Michigan Central Railroad right-of-way, said centerline also being the West line of property recorded as Tolleston on the Hill, in Plat Book 2, page 55, in the Recorder's Office, Lake County, Indiana),

EXCEPTING that part obtained by the State of Indiana by Eminent Domain proceedings in Cause No. C-65-1226, Lake Circuit Court, on April 11th, 1966, this latter part being 0.224 acres and described as follows: Beginning on the North boundary of 37th Avenue South 89 degrees 51 minutes 30 seconds East 707.80 feet (along the South line of said Section) and North 0 degrees 08 minutes 30 seconds East 55.00 feet (at right angles to said section line) from the Southwest corner of said Section; thence North 84 degrees 25 minutes 52 seconds East 351.75 feet; thence South 89 degrees 51 minutes 30 seconds East 103.54 feet to the West boundary of Tilden Avenue as platted with Tolleston on the Hill Subdivision; thence South 0 degrees 10 minutes 07 seconds East 35.00 feet along said West boundary to the North boundary of 37th Avenue; thence North 89 degrees 51 minutes 30 seconds West 453.73 feet along said North boundary to the point of beginning,

ALSO EXCEPTING THEREFROM: That part of the South Half of the Southwest Quarter of Section 23, Township 36 North, Range 8 West of the Second Principal Meridian, in Hobart Township, Lake County, Indiana, lying South and East of the 99.00 foot wide right of way of the Joliet cutoff of the Michigan Central Railroad, and lying the West of the center line of Tilden Street (as projected Southerly from North of the aforescribed Michigan Central Railroad right of way said center line also being the West line of property recorded as Tolleston on the Hill in Plat Book 2, page 55 in the Recorder's Office, Lake County, Indiana), bounded and described as follows: Commencing at the intersection of said 99.0 foot right of way and the center line of Tilden Street; thence South 1 degree 42 minutes 40 seconds West on said center line of Tilden Street a distance of 262.95 feet to the Northerly right of way of 37th Avenue (also known as Morris Street); thence South 87 degrees 58 minutes 43 seconds West on said right of way line of 37th Avenue, a distance of 103.54 feet to an anglepoint in said right of way line of 37th Avenue; thence continuing South 86 degrees 18 minutes 39 seconds West on said right of way line of 37th Avenue, a distance of 348.53 feet; thence North 1 degree 42 minutes 40 seconds East on a line parallel with said center line of Tilden Street a distance of 131.77 feet to the Southerly line of the aforementioned 99.0 foot

right of way; thence North 71 degrees 46 minutes 24 seconds East on the Southerly line of the
aforementioned 99.0 foot right of way a distance of 479.25 feet to the point of beginning, all in Lake
County, Indiana.

Tax Key Number: 42-17-0282-0002
~~25-44-281-21~~

Commonly Known As: 4600 W. 37th Ave., Hobart, IN 46342

