

Prepared by and after recording)
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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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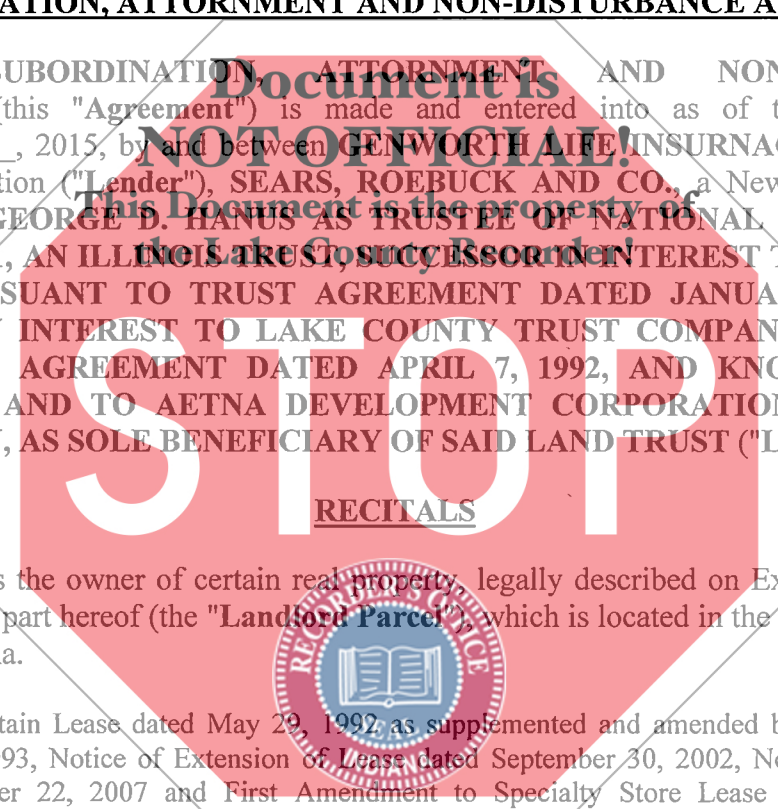
MICHAEL B. BROWN
RECORDER

Jennifer Hughes)
Sears Holdings Corporation)
3333 Beverly Road, BC-113A)
Hoffman Estates, IL 60179)

[This space reserved for recording purposes]

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT, AND NON-DISTURBANCE AGREEMENT (this "Agreement") is made and entered into as of the 28th day of October, 2015, by and between **GENWORTH LIFE INSURANCE COMPANY**, a Delaware corporation ("Lender"), **SEARS, ROEBUCK AND CO.**, a New York corporation ("Tenant") and **GEORGE D. HANUS AS TRUSTEE OF NATIONAL SURETY TRUST NUMBER IN-931, AN ILLINOIS TRUST, SUCCESSOR IN INTEREST TO THAT TRUST CREATED PURSUANT TO TRUST AGREEMENT DATED JANUARY 28, 1993, AS SUCCESSOR IN INTEREST TO LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 7, 1992, AND KNOWN AS TRUST NUMBER 4288 AND TO AETNA DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION, AS SOLE BENEFICIARY OF SAID LAND TRUST ("Landlord")**.



RECITALS

Landlord is the owner of certain real property, legally described on Exhibit "A", attached hereto and made a part hereof (the "Landlord Parcel"), which is located in the City of Schererville and State of Indiana.

By that certain Lease dated May 29, 1992 as supplemented and amended by Lease Supplement dated March 30, 1993, Notice of Extension of Lease dated September 30, 2002, Notice of Extension of Lease dated October 22, 2007 and First Amendment to Specialty Store Lease dated June 7, 2012 (collectively, the "Lease"), by and between Landlord and Tenant for the lease by Tenant of a portion of the Landlord Parcel and the improvements thereon, together with various easements and rights over the Landlord Parcel, known as Sears #33431 (S-5291) located at 1150 US Highway 41, Schererville, Indiana (the "Premises").

Lender is the holder of a mortgage or beneficiary under a deed of trust on the Landlord Parcel, given to the Lender by Landlord dated as of October 28, 2015, recorded on , 2015, in the Office of the Recorder of Deeds [Registrar of Titles] of Lake County, Indiana, in Book at Page , as Document No. 2015073405 (collectively referred to herein with any other documents evidencing or securing the debt secured by the mortgage as the "Mortgage").

The loan terms require Landlord to cause Tenant to subordinate the Lease and its interest in the Premises to the lien of the Mortgage and that Tenant attorn to Lender.

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In return for Tenant's agreement to subordinate and attorn on the terms and conditions set forth herein, Tenant requires recognition of and consent to the Lease terms by Lender and to be assured of continued occupancy of the Premises under the terms of the Lease in the event either Lender or a Successor to Lender (as defined herein) succeeds to the rights of Landlord under the Lease pursuant to the terms of the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Recitals paragraphs set forth above are hereby incorporated into this Agreement.
2. Lender hereby consents to the Lease.
3. The Lease is and shall be subject and subordinate 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. Notwithstanding anything herein to the contrary, any purchase option, right of first refusal, right of first offer or other right of purchase Tenant has or may have under the terms of the Lease, and Tenant's rights under the provisions of the Lease regarding insurance proceeds, casualty and eminent domain are not subordinated to the Mortgage and Lender recognizes and accepts those rights.
4. In the event that Lender shall commence an action to foreclose the Mortgage or to obtain a receiver of the Premises, or shall foreclose the Mortgage by advertisement, entry and sale according to any procedure available under the laws of the state where the Landlord Parcel 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 Premises, provided Tenant is not in default under the Lease beyond any applicable cure period.
5. In the event that Lender or any bona-fide purchaser (at a foreclosure sale or other proceedings brought to enforce the Mortgage), subsequent owner (receiving title by deed in lieu of foreclosure), successor, or assign (including, without limitation, a successor or assign from Lender in its capacity as the holder of the indebtedness secured by the Mortgage, such purchaser, subsequent owner, successor or assign referred to as "**Successor**") shall acquire the Premises upon foreclosure, or by deed in lieu of foreclosure, or by any other means:
 - (a) Lender or its Successor shall recognize and accept the rights of Tenant and shall thereafter assume the obligations of Landlord under the Lease; and
 - (b) Tenant shall be deemed to have made a full and complete attornment to Lender or its Successor as the landlord under the Lease so as to establish direct privity between the Lender or its Successor and Tenant; and
 - (c) 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 or its Successor (as the case may be) as the landlord thereunder, and Tenant and, in the event the Lease shall automatically terminate pursuant to applicable law, Lender or its Successor (as the case may be) and Tenant shall, upon the request of Tenant, immediately enter into a new lease on the exact same terms and conditions of the Lease.

6. Nothing herein contained shall impose any obligations upon either Lender or its Successor to perform any of the obligations of Landlord under the Lease, unless and until Lender or its Successor shall become either the owner or mortgagee in possession of the Premises or shall otherwise become entitled to the use and benefit of the rents and profits therefrom.
7. Any notice required or desired to be given under this Agreement shall be in writing and (a) given by certified or registered mail, return receipt requested, postage prepaid, or (b) sent by reputable overnight air courier service (i.e., Federal Express, Airborne, etc.) with guaranteed overnight delivery; in each instance addressed to the party as provided below. Notices shall be deemed given when actually received by the recipient, receipt thereof is refused by the recipient, or the impossibility of delivery due to the failure to provide a new address as required herein. All notices hereunder shall be addressed as follows:

If to Lender:

Genworth Life Insurance Company
Servicing Department
10851 Mastin, Suite 300
Overland Park, KS 66210
Loan No: 90100118

If to Tenant:

Sears, Roebuck and Co.
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attn: Divisional Vice President - Real Estate
Department 824RE

With a copy to:

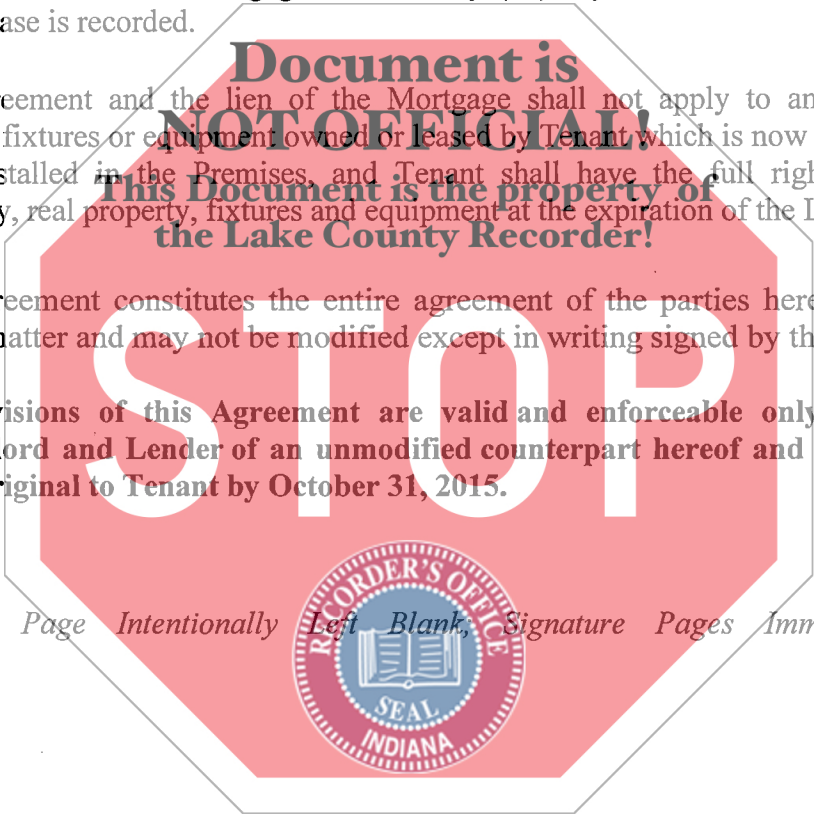
Sears, Roebuck and Co.
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attn: Associate General Counsel, Real Estate
Department 824RE

If to Landlord:

**George D. Hanus, as Trustee of the National surety
Trust Number IN-931, an Illinois Trust**
c/o National Shopping Plazas, Inc.
200 West Madison Street, Suite 4200
Chicago, IL 60606

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. Notice of change in address or person shall be effective 10 days after written notice of such change has been sent to Tenant in accordance with the terms of this Paragraph.

8. This Agreement shall be binding upon and inure to the benefit of Lender, its Successor, Landlord and Tenant and their respective legal representatives, successors, administrators and assigns.
9. Landlord or Lender or its Successor shall give written notice to Tenant of the reconveyance or other release of the Mortgage within thirty (30) days of the date the reconveyance or other release is recorded.
10. This Agreement and the lien of the Mortgage shall not apply to any personalty, real property, fixtures or equipment owned or leased by Tenant which is now or hereafter placed on or installed in the Premises, and Tenant shall have the full right to remove said personalty, real property, fixtures and equipment at the expiration of the Lease term.
11. This Agreement constitutes the entire agreement of the parties hereto concerning its subject matter and may not be modified except in writing signed by the parties hereto.
12. **The provisions of this Agreement are valid and enforceable only upon execution by Landlord and Lender of an unmodified counterpart hereof and delivering a fully signed original to Tenant by October 31, 2015.**



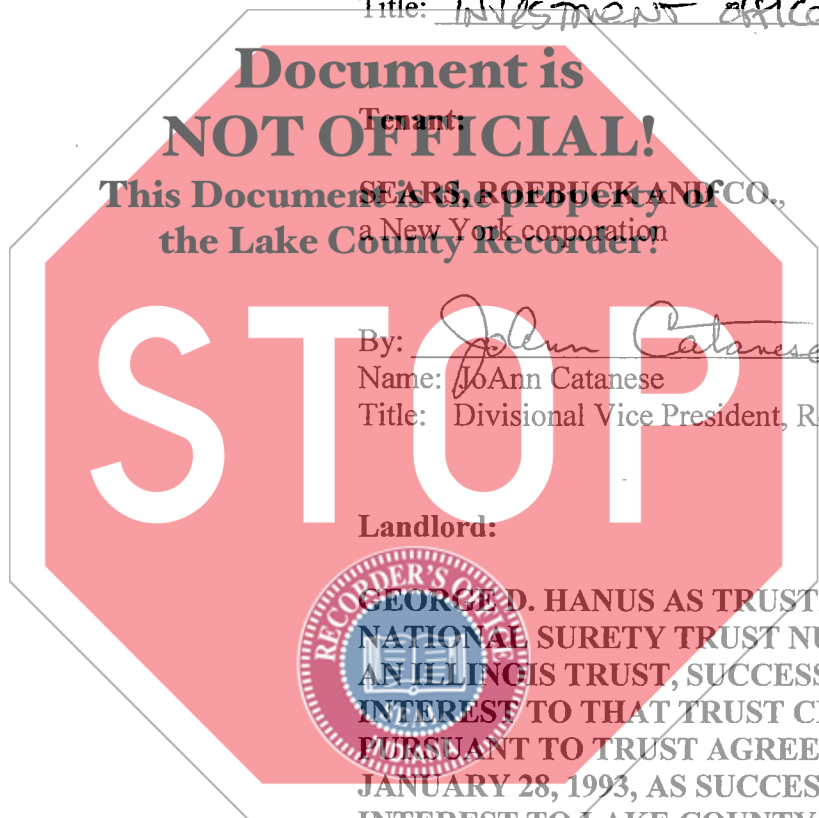
{Remainder of Page Intentionally Left Blank, Signature Pages Immediately Follow}

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

Lender:

GENWORTH LIFE INSURANCE COMPANY
a Delaware corporation

By: *P. J. Hart*
Name: PAUL HART
Title: INVESTMENT OFFICER



Document is NOT OFFICIAL!
Tenant:
This Document is the property of SEARS, ROEBUCK AND CO., a New York corporation the Lake County Recorder!

By: *JoAnn Catanese*
Name: JoAnn Catanese
Title: Divisional Vice President, Real Estate

Landlord:

GEORGE D. HANUS AS TRUSTEE OF NATIONAL SURETY TRUST NUMBER IN-931, AN ILLINOIS TRUST, SUCCESSOR IN INTEREST TO THAT TRUST CREATED PURSUANT TO TRUST AGREEMENT DATED JANUARY 28, 1993, AS SUCCESSOR IN INTEREST TO LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 7, 1992, AND KNOWN AS TRUST NUMBER 4288 AND TO AETNA DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION, AS SOLE BENEFICIARY OF SAID LAND TRUST

By: *George Hanus*
Name: George Hanus
Title: Trustee

LENDER NOTARY:

STATE OF VIRGINIA)
) SS:
COUNTY OF HENRICO)

THE undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that J. Philip Hart personally known to me to be the Investment Officer of Genworth Life Insurance Company, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that in such capacity he/she signed and delivered the said instrument pursuant to authority duly given to him/her by said Corporation.

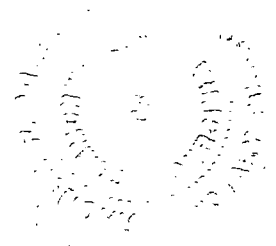
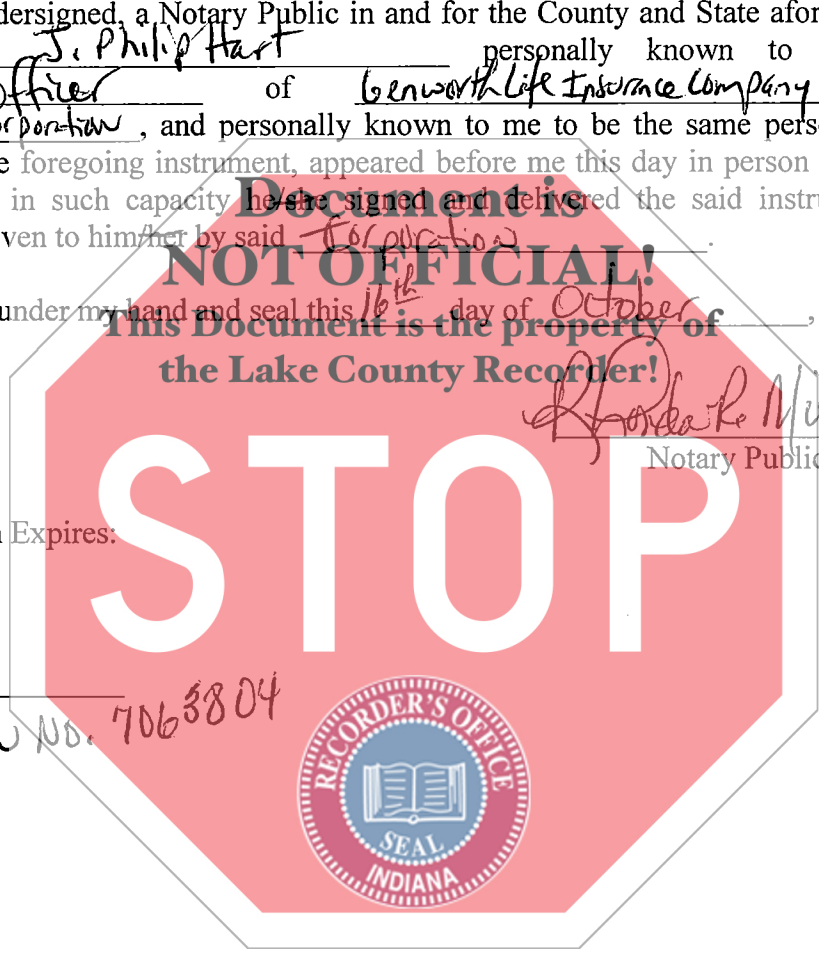
GIVEN under my hand and seal this 16th day of October, 2015.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Ronda K Miles Camp
Notary Public

My Commission Expires:

8/31/18
Commission No. 7063804



TENANT NOTARY:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

THE undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that JoAnn Catanese personally known to me to be the Divisional Vice President, Real Estate of **SEARS, ROEBUCK AND CO.**, a New York corporation appeared before me this day in person and acknowledged under oath that in such capacity he/she signed and delivered the said instrument pursuant to authority duly given to him/her by said corporation.

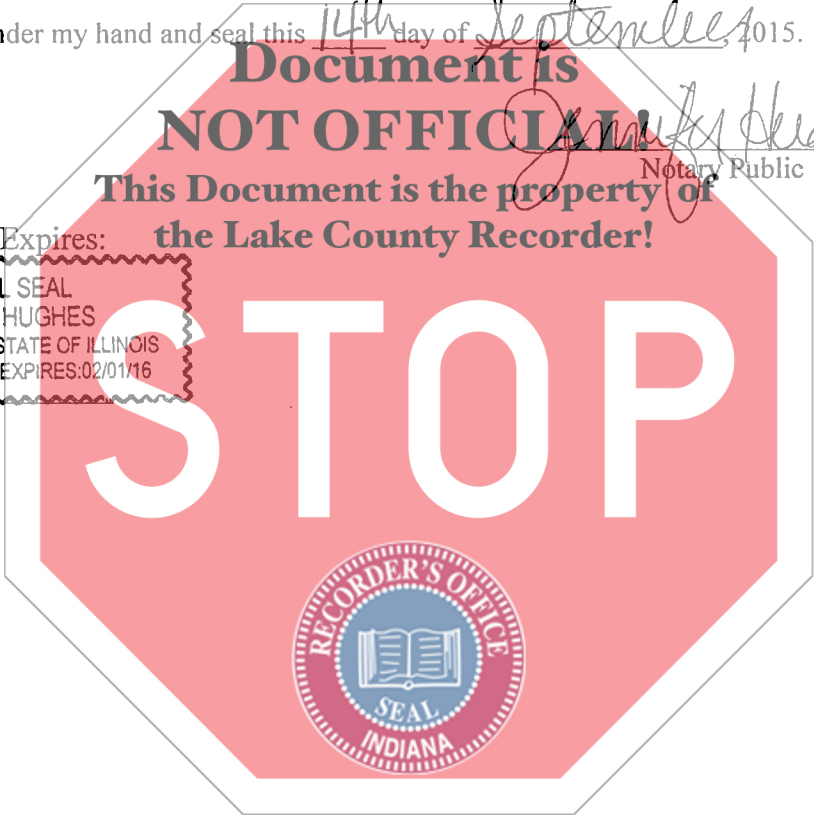
GIVEN under my hand and seal this 14th day of September, 2015.

**Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!**

Jennifer Hughes
Notary Public

My Commission Expires:

OFFICIAL SEAL
JENNIFER HUGHES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/01/16



LANDLORD NOTARY:

STATE OF Illinois)
) SS:
COUNTY OF Will)

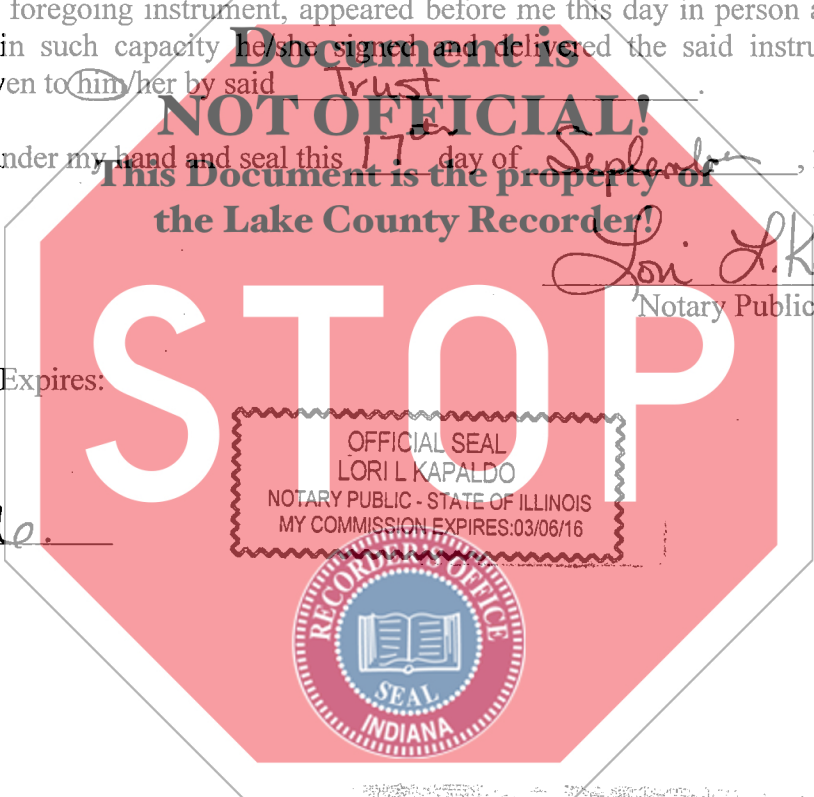
THE undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that George Hanus known to me to be the Trustee of National Society Trust No. IN-931 a Illinois Trust, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that in such capacity he/she signed and delivered the said instrument pursuant to authority duly given to him/her by said Trust.

GIVEN under my hand and seal this 17 day of September, 2015.

Lori L. Kapaldo
Notary Public

My Commission Expires:

03/06/16



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jeffrey R. Wade
Attorney at law

EXHIBIT "A"

LEGAL DESCRIPTION- LANDLORD PARCEL

Parcel 1:

Lot 1, in The Resubdivision of Lot 1 in Deercreek Park Unit 3, to the Town of Schererville, as per plat thereof, recorded in Plat Book 72, page 50, in the Office of the Recorder of Lake County, Indiana.

Parcel 2:

Easement for the benefit of Parcel 1, created by the Easement Agreement dated June 19, 1992, and recorded July 6, 1992, as document no. 92042900, in the Office of the Recorder of Lake County, Indiana, made by and among Peoples Federal Savings and Loan Association, as Trustee under a Trust Agreement dated May 23, 1986, and known as Trust No. 6006, Richard M. Teibel and his wife, Carolyn R. Teibel, and Lake County Trust Company, as Trustee under a Trust Agreement dated April 7, 1992, and known as Trust No. 4288; amended by the First Amendment to Easement Agreement dated March 22, 1993, and recorded March 30, 1993, as document no. 93019486, in the Office of the Recorder of Lake County, Indiana, made by and among Peoples Federal Savings and Loan Association, as Trustee under a Trust Agreement dated May 23, 1986, and known as Trust No. 6006, Richard M. Teibel and his Wife, Carolyn R. Teibel, and George D. Hanus, as Trustee under a Trust Agreement dated January 28, 1993, and known as National Surety Trust No. IN-931; for ingress and egress of motorized and non-motorized vehicles and pedestrians over and across the following described land:

being a part of Lot 3 of The Resubdivision of Lot 1 in Deercreek Park Unit 3, to the Town of Schererville, as per plat thereof, recorded in Plat Book 72, page 50, in the Office of the Recorder of Lake County, Indiana, and being more particularly described as follows:

commencing at the Southeast corner of said Lot 1 in Deercreek Park Unit 3; thence North 01 degree 23 minutes 30 seconds West, along the East line of said Lot 1, a distance of 199.29 feet; thence South 88 degrees 36 minutes 30 seconds West, a distance of 380 feet to the POINT OF BEGINNING of said roadway easement; thence continuing South 88 degrees 36 minutes 30 seconds West, a distance of 50 feet; thence South 01 degree 23 minutes 30 seconds East, a distance of 248.42 feet to a point on the Southerly line of said Lot 1; thence North 89 degrees 34 minutes 34 seconds West, along the Southerly line of said Lot 1, a distance of 50.02 feet; thence North 01 degree 23 minutes 30 seconds West, a distance of 250 feet to the POINT OF BEGINNING.

Parcel 3:

Easement for the benefit of Parcel 1, created by the Easement Agreement dated June 19, 1992, and recorded July 6, 1992, as document no. 92042900, in the Office of the Recorder of Lake County, Indiana, made by and among Peoples Federal Savings and Loan Association, as Trustee under a Trust Agreement dated May 23, 1986, and known as Trust No. 6006, Richard M. Teibel and his wife, Carolyn R. Teibel, and Lake County Trust Company, as Trustee under a Trust Agreement dated April 7, 1992, and known as Trust No. 4288; amended by the First Amendment to Easement Agreement dated March 22, 1993, and recorded March 30, 1993, as document no.

93019486, in the Office of the Recorder of Lake County, Indiana, made by and among Peoples Federal Savings and Loan Association, as Trustee under a Trust Agreement dated May 23, 1986, and known as Trust No. 6006, Richard M. Teibel and his Wife, Carolyn R. Teibel, and George D. Hanus, as Trustee under a Trust Agreement dated January 28, 1993, and known as National Surety Trust No. IN-931; for constructing, operating, laying, maintaining, improving, repairing and/or replacing utility lines, conduits, equipment and other related facilities, apparatus and systems, over, under, through and across the following described land:

all of those certain areas within Lots 2 and 3 of The Resubdivision of Lot 1 in Deercreek Unit 3, to the Town of Schererville, as per plat thereof, recorded in Plat Book 72, page 50, in the Recorder's Office of Lake County, Indiana, which are designated as utility or roadway easement areas;

AND

commencing at the Northeast corner of Lot 2 in the Resubdivision of Lot 1 in Deercreek Unit 3, to the Town of Schererville, as per plat thereof, recorded in Plat Book 72, page 50, in the Office of the Recorder of Lake County, Indiana; thence South 01 degree 23 minutes 30 seconds East, along the East line of said Lot 2, a distance of 25.01 feet, to the POINT OF BEGINNING of said easement; thence South 01 degree 23 minute 30 seconds East, along the East line of said Lot 2, a distance of 37.00 feet; thence North 41 degrees 28 minutes 05 seconds West, a distance of 49.68 feet to a point on the South line of the North 25 feet of said Lot 2 (said line being the South line of an existing 25 foot utility easement); thence South 89 degrees 34 minutes 34 seconds East, along the aforesaid line, a distance of 32.00 feet, to the POINT OF BEGINNING.

Parcel 4:

Easement for the benefit of Parcel 1 created by the Road Easement dated March 4, 1992, and recorded March 4, 1992, as document no. 9203427, in the Office of the Recorder of Lake County, Indiana, granted by TE Products Pipeline Company, Limited Partnership, a Delaware limited partnership, to Peoples Federal Savings and Loan Association, Trustee under that Trust Agreement dated May 23, 1986, and known as Trust No. 6006, and Richard M. Teibel and Carolyn R. Teibel, individually and as beneficiaries of said Trust; amended by the Amendment to Road Easement dated June 16, 1992, and recorded on June 19, 1992, as document no. 92039695, in the Office of the Recorder of Lake County, Indiana, made by TE Products Pipeline Company, Limited Partnership, a Delaware limited partnership, Peoples Federal Savings and Loan Association, Trustee under that Trust Agreement dated May 23, 1986 and known as Trust No. 6006, and Richard M. Teibel and Carolyn R. Teibel, individually and as beneficiaries of said Trust; partially assigned by the Partial Assignment of Road Easement dated June 16, 1992, and recorded July 6, 1992, as document no. 92042899, in the Office of the Recorder of Lake County, Indiana, from Peoples Federal Savings and Loan Association, Trustee under that Trust Agreement dated May 23, 1986 and known as Trust No. 6006, and Richard M. Teibel and Carolyn R. Teibel, individually and as beneficiaries of said Trust, to the Lake County Trust Company, as Trustee under a Trust Agreement dated April 7, 1992, and known as Trust No. 4288; partially assigned by the Partial Assignment of Road Easement dated July 29, 1994, and recorded August 11, 1994, as document no. 94057496, in the Office of the Recorder of Lake County, Indiana, from Lake County Trust Company, as Trustee under a Trust Agreement dated April 7, 1992, and known as Trust No. 4288, to George D. Hanus, as Trustee of National Surety

Trust No. IN-931, under a Trust Agreement dated January 28, 1993; to construct, use, maintain and repair, for pedestrian and vehicular traffic access, 2 roads, over the following described land:

Road 1:

Being a part of Lot 1, Deercreek Park, Unit 3, to the Town of Schererville, as per plat thereof, recorded in Plat Book 64, page 33, in the Office of the Recorder of Lake County, Indiana, and being more particularly described as follows: Commencing at the Southeast corner of said Lot 1; thence North 01 degree 23 minutes 30 seconds West, along the East line of said Lot 1, a distance of 199.29 feet; thence South 88 degrees 36 minutes 30 seconds West, a distance of 380 feet; thence South 01 degree 23 minutes 30 seconds East, a distance of 250 feet to the POINT OF BEGINNING of said roadway easement; thence continuing South 01 degree 23 minutes 30 seconds East, a distance of 65.69 feet to a point on the Northerly Right of Way Line of Deercreek Drive; thence South 89 degrees 52 minutes 00 seconds West, along said Northerly Right of Way Line, a distance of 50.01 feet; thence North 01 degree 23 minutes 30 seconds West, a distance of 66.18 feet; thence South 89 degrees 34 minutes 34 seconds East, a distance of 50.02 feet to the POINT OF BEGINNING.

Road 2:

Being a part of Lot 1, Deercreek Park, Unit 3, to the Town of Schererville, as per plat thereof, recorded in Plat Book 64, page 33, in the Office of the Recorder of Lake County, Indiana, and being more particularly described as follows: Commencing at the Southeast corner of said Lot 1; thence North 01 degree 23 minutes 30 seconds West, along the East line of said Lot 1, a distance of 199.29 feet; thence South 88 degrees 36 minutes 30 seconds West, a distance of 380 feet; thence South 01 degree 23 minutes 30 seconds East, a distance of 250 feet to a point on the South line of said Lot 1; thence South 89 degrees 34 minutes 34 seconds East, along the South line of said Lot 1, a distance of 174.96 feet to the POINT OF BEGINNING of said easement; thence continuing South 89 degrees 34 minutes 34 seconds East, a distance of 60 feet; thence South 01 degree 23 minutes 30 seconds East, a distance of 45.62 feet to a point on the Northerly Right of Way Line of Deercreek Drive; thence South 59 degrees 55 minutes 00 seconds West, a distance of 35.61 feet; thence South 89 degrees 52 minutes 0 seconds West, a distance of 28.74 feet; thence North 01 degree 23 minutes 30 seconds West, a distance of 63.99 feet to the POINT OF BEGINNING.