

Prepared by:
DONALD E. JACKSON
P.O. Box 167
Amarillo, Texas 79105-0167

Commitment No. 93103

BK 747 PG 687
W.E. DAVIS CH. CLK.
by S. Cleveland &

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT made in multiple copies as of the 18th day of November, 1994, by and between CONSECO MORTGAGE CAPITAL, INC., a Delaware Corporation ("Mortgagee") HORN LAKE PROPERTIES LLC., a Mississippi Limited Liability Company ("Landlord") and WALGREEN CO. ("Tenant");

WITNESSETH:

WHEREAS, by Lease dated July 9³⁰, 1993, by and between RFS, Inc, a Tennessee Corporation, as Landlord therein, and WALGREEN CO., as Tenant, Landlord leased to Tenant ^ certain premises therein ("Lease") described and located in the City of Horn Lake, DoSoto County, Mississippi ("Leased Premises") and being more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Landlord's interest in the July 9³⁰, 1993 lease has been transferred and is now owned and held by HORN LAKE PROPERTIES, LLC., and

WHEREAS Landlord has granted to Mortgagee a lien or encumbrance on certain real property described in Exhibit "A" attached hereto and by reference incorporated herein by certain Mortgagee and Security Agreement ("Mortgage") by Landlord in favor of Lender in the amount of \$1,390,000.00 dated November 18, 1994, recorded in the Office of the County Clerk and Recorder of DoSoto County, Mississippi, under Instrument No. Book 737, Pages 641-663 ("Mortgage"); and

WHEREAS, Mortgagee, Landlord and Tenant desire to confirm their understanding with respect to said Lease and said Mortgage;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, the lien of said Lease is hereby subordinated to the lien of said Mortgage.
2. In the event Mortgagee or any other party acquires title or right of possession of the Leased Premises under said Mortgage through foreclosures or otherwise, said Lease shall remain in full force and effect and Tenant shall continue possession of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, Mortgagee or any other party shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder, provided that Tenant is not in continued default, after notice, in the payment of rent or otherwise under the terms of said Lease. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.
3. So long as Mortgagee shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Mortgagee when Mortgagee is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage, or otherwise, and will continue possession of the Leased Premises under the same terms and conditions of said Lease.

4. In the event any proceedings are brought by Mortgagee in connection with or arising out of said Mortgage, including, but not limited to, any foreclosure or other such action to enforce payment of any amounts due Mortgagee, Mortgagee agrees that it shall not join Tenant as a party to any such action or proceeding.

5. Mortgagee shall promptly advise Tenant upon the release, cancellation or termination of said Mortgage.

6. Landlord hereby directs Tenant to pay all fixed rent payable under the Lease to Mortgagee (and to comply with such direction to pay without determining whether an event of default exists under the Mortgage), until further notice from Mortgagee, and Landlord hereby expressly agrees that any such payment shall discharge any obligation of Tenant to Landlord, under the Lease to the extent of such payment. Such payments shall be directed to:

CONSECO MORTGAGE CAPITAL, INC.
Lock Box No. 0548
P. O. Box 4654
Carol Stream, Illinois 60197-4654

or such other address of which Mortgagee shall advise Tenant in writing. All other payments should be sent to the Landlord at the address set forth in the Lease.

7. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

WALGREEN CO.

BY: [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

Witnesses:

[Signature]
[Signature]

CONSECO MORTGAGE CAPITAL, INC.,
a Delaware Corporation

By: [Signature]
Robert N. Wilkinson, Jr.
President

Attest:

[Signature]
Assistant Secretary

Witnesses:

[Signature]
[Signature]

HORN LAKE PROPERTIES LLC.
a Mississippi Limited Liability Company

By: *Joel A. Montgomery Sr.*
Joel A. Montgomery Sr.
Manager

Witnesses:

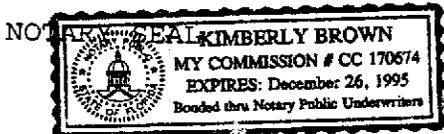
Kimberly Brown
Stephen R. Walls

ACKNOWLEDGMENT

STATE OF FLORIDA §
COUNTY OF Collier §

This instrument was acknowledged before me on the 8 day of November, 1994, by Joel A. Montgomery, Sr., Manager of HORN LAKE PROPERTIES LLC., a Mississippi Limited Liability Company, on behalf of said Company.

Kimberly Brown
Notary Public, Florida County, Collier
State of Florida



My Commission Expires: _____

ACKNOWLEDGMENT

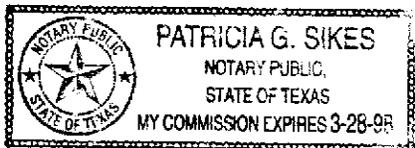
STATE OF TEXAS §
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me, this 23rd day of November, 1994, by ROBERT N. WILKINSON, JR., President of CONSECO MORTGAGE CAPITAL, INC., a Delaware Corporation, on behalf of the corporation.

My commission expires: _____

Patricia G. Sikes
Notary Public, State of Texas

SEAL



ACKNOWLEDGMENT

BOOK 747 PAGE 690

STATE OF ILLINOIS

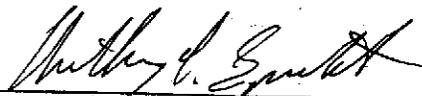
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COUNTY OF Lake

The foregoing instrument was acknowledged before me, this ~~6th~~ ^{20th} day of November, ~~1994~~ ¹⁹⁹⁵, by W.L. Earnest, Vice President of WALGREEN CO., an Illinois Corporation, on behalf of the corporation.

My commission expires:

6/12/95



Notary Public, ~~Lake County~~,
State of Illinois

SEAL

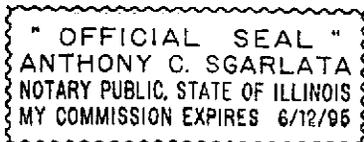


EXHIBIT "A"

DESCRIPTION

Part of the Northwest Quarter of Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the centerlines of U.S. Highway 51 and Mississippi Highway No. 302 (Goodman Road), said point being commonly accepted as the north-east corner of said quarter section; thence run South $89^{\circ}30'09''$ West a distance of 366.14 feet along said centerline of Mississippi Highway No. 302 to a point; thence run South $00^{\circ}29'51''$ East a distance of 100.00 feet to a point on the south right-of-way line of said Mississippi Highway No. 302; thence run North $89^{\circ}30'09''$ East a distance of 32.71 feet along said south right-of-way line to a point; thence run South $67^{\circ}06'11''$ East a distance of 124.27 feet to a point; thence run South $46^{\circ}25'18''$ East a distance of 176.13 feet to a point; thence run South $27^{\circ}26'29''$ East a distance of 86.47 feet to the point of curvature of a curve to the right ($R=25.00'$, $D=116^{\circ}48'56''$), thence run Southerly a distance of 50.97 feet along said curve to a point 66.00 feet north of the north line of the Evelyn K. Adams property; thence run South $89^{\circ}22'27''$ West a distance of 267.46 feet along a line 66.00 feet north of and parallel to said Adams north line to the point of curvature of a curve to the right ($R=25.00'$, $D=90^{\circ}37'33''$), thence run Northwesterly a distance of 39.54 feet along said curve to the point of tangency of said curve; thence run North $00^{\circ}00'00''$ West a distance of 260.66 feet to the Point of Beginning and containing 1.477 acres. Bearings are based on bearings shown on a plat by Elliott & Britt Engineering, dated December 12, 1989.