

CONSENT, SUBORDINATION, ATTORNMENT
AND NONDISTURBANCE AGREEMENT

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Cook County Recorder 33.50



THIS AGREEMENT is made as of this 30th day of ~~November~~ December, 1999, by and between Massachusetts Mutual Life Insurance Company (hereinafter referred to as "Mortgagee"), and SPRINTCOM, INC., a Kansas corporation (hereinafter referred to as "SprintCom") having offices at 9801 Higgins Road, Rosemont, Illinois 60018.

WHEREAS, Mortgagee now holds a mortgage dated June 30, 1999, which was recorded in the Office of the Recorder of Deeds of Cook County on July 6, 1999 as Document Number 99644336, on the real property and improvements thereon located in the City of Chicago and County of Cook, Illinois, and more particularly described on Exhibit A, which is attached hereto (the "Property"); and

WHEREAS, SprintCom and First Illinois Bank of Evanston, N.A. as Trustee under Trust Agreement dated November 19, 1986 and known as Trust No. R-3309, ("Owner") have entered into a certain FCJ Site Agreement dated August 12, 1999 (the "Site Agreement") whereby SprintCom leases from Owner certain premises which are a part of the Property and which are more particularly described in the Site Agreement (the "Site"); and

WHEREAS, SprintCom and Mortgagee desire to confirm their understanding and agreement respecting the Site Agreement and the Mortgage.

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, SprintCom and Mortgagee hereby agree as follows:

1. Consent; Subordination. Mortgagee hereby consents to the provisions of the Site Agreement between SprintCom and Owner. The parties acknowledge and agree that at all times the Site Agreement shall be subject and subordinate in each and every respect to the Mortgage and to any and all modifications, renewals, increases, extensions, and consolidations of the Mortgage.
2. Nondisturbance. So long as SprintCom is not in default (beyond any period given SprintCom by the terms of the Site Agreement to cure such default) in the payment of rent or in any other material obligation imposed upon SprintCom by the terms of the Site Agreement, SprintCom's possession of the Site and SprintCom's other rights and privileges under the Site

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Todd M. Goodwin
O'Neil, Cannon & Hollman, S.C.
Suite 1400, 111 E. Wisconsin Ave.
Milwaukee, WI 53202-4803

PIN No.: 14-33-201-012

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Agreement, or any extensions or renewals thereof which may occur in accordance with any option contained in the Site Agreement, shall not be diminished, disturbed, or interfered with by Mortgagee and Mortgagee will not join SprintCom as a party defendant in any action or proceeding to foreclose the Mortgage.

3. Foreclosure; Attornment. If the interest of Owner shall be acquired by Mortgagee by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of Mortgagee, by deed in lieu of foreclosure or by any other method, and Mortgagee succeeds to the interest of Owner under the Site Agreement, SprintCom shall attorn to Mortgagee as its landlord. Such attornment shall be effective and self-operative, without the execution of any other instruments, immediately upon Mortgagee's succeeding to the interest of Owner under the Site Agreement and the Site Agreement shall continue in accordance with its terms between SprintCom and Mortgagee as landlord; provided, however, that:

A. Mortgagee's liability under the Site Agreement shall be limited to the interest of Mortgagee in the Property;

B. Mortgagee shall not be liable for any act or omission of any prior landlord (including Owner);

C. Mortgagee shall not be subject to any offsets or defenses which SprintCom might have against any prior landlord (including Owner) except as provided in the Site Agreement; and

D. Mortgagee shall not be bound by any rent which SprintCom might have paid for more than the current year to any prior landlord (including Owner).

4. Notice of Default. SprintCom agrees to give prompt written notice to Mortgagee of any default of the Owner in the obligations of the Owner under the Site Agreement, if such default is of such nature as to give SprintCom a right to terminate the Site Agreement, reduce the rent or credit or offset any amounts against future rents. Mortgagee shall have a reasonable time thereafter to correct any such default; but nothing herein contained shall be deemed or construed to impose any obligation on the Mortgagee to correct or cure any such condition or default.

5. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, it being expressly understood that all references herein to Mortgagee shall be deemed to include not only Mortgagee but also its successors and assigns.

6. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the subject matter contained herein and supersedes all prior or contemporaneous written or oral agreements and negotiations between the parties.

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IN SENATE, January 15, 1902.
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE,
AND SECRETARY OF THE BOARD OF LANDS AND MINES,
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1899.

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7. Modification. No modification, amendment, or termination of this Agreement shall be effective unless in writing and signed by the parties hereto or their respective successors in interest.

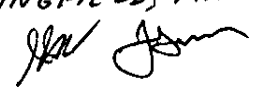
8. Notices. All notices pursuant to this Agreement shall be in writing and shall be personally delivered or sent by U.S. Mail or recognized carrier to the applicable party at the following addresses, or to such other address as either party will provide by written notice to the other:

Mortgagee:

Massachusetts Mutual Life Insurance Company

~~300 South Wacker Drive~~ 1295 STATE STREET
~~Chicago, Illinois 60606~~ SPRINGFIELD, MA 01111

Attn: REFG-K161



SprintCom:

SprintCom

9801 West Higgins Road
Suite 220

Rosemont, Illinois 60018

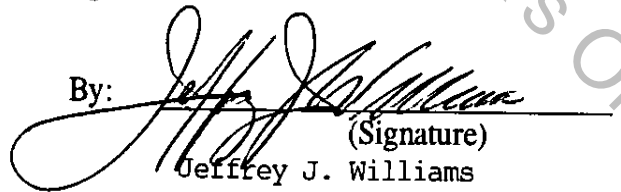
Attn: Kristina Kleszyk

9. Governing Law, Venue. This Agreement shall be governed by the laws of the State of Illinois and any action brought by either party to enforce this Agreement shall be filed in the Illinois Circuit Court of the County in which the Property is located or the Federal District Court for the Northern District of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

MORTGAGEE:

CPA Massachusetts Mutual Life Insurance Company

By: 

(Signature)

Jeffrey J. Williams

Managing Director

(Name/Title)

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(Section 17)

1900-1901

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THE CLERK OF THE COURT
OF COOK COUNTY
CHICAGO, ILL.

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SPRINTCOM

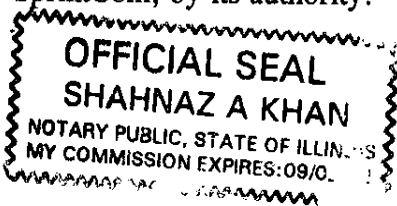
By: James G. Meyers
(Signature)

James G. Meyers

(Name/Title)
DIRECTOR OF SITE DEVELOPMENT

STATE OF ILLINOIS }
COOK COUNTY } ss.

Personally came before me, this 30th day of DEC, 1999, the above named JAMES G. MEYERS the DIRECTOR of SprintCom, to me known to be such person who executed the foregoing instrument and acknowledged that he executed the same on behalf of SprintCom, by its authority.



Shahnaz A. Khan
Notary Public, State of ILLINOIS
My Commission: 9/2/2002

COMMONWEALTH OF MASSACHUSETTS
STATE OF _____ }
HAMPDEN COUNTY } ss.

Personally came before me, this 20th day of December, 1999, the above named Jeffrey J. Williams, the Managing Director of Massachusetts Mutual Life Insurance Company, to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same on behalf of Massachusetts Mutual-Life-Insurance Company by its authority.

Linda R. Hill
Notary Public, State of Commonwealth of Massachusetts
My Commission: Expires: 01/27/06

This document was drafted by and when recorded should be returned to:

Todd M. Goodwin
O'Neil, Cannon & Hollman, S.C.
111 East Wisconsin Avenue, Suite 1400
Milwaukee, Wisconsin 53202-4803
(414) 276-5000

LINDA R. HILL
Notary Public
My Commission Expires
January 27, 2006



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DIRECTOR OF SITE DEVELOPMENT

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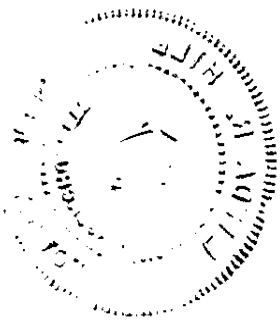


Exhibit A

Legal Description

See attached legal description.

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The South 51 feet of Lot 4 and all of Lot 5 in Block 5 in Peterboro Terrace Addition to Chicago, being a subdivision of part of Block 2 of Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Tax Under Number 14-33-201-012, Volume 494.

US-738817-C7

Legal Description