

# UNOFFICIAL COPY

This instrument was prepared by  
and after recording return to:

Jeffery C. Dack  
Sidley Austin Brown & Wood LLP  
Bank One Plaza  
10 South Dearborn  
Chicago, IL 60603



Doc#: 0433814268  
Eugene "Gene" Moore Fee: \$40.00  
Cook County Recorder of Deeds  
Date: 12/03/2004 02:02 PM Pg: 1 of 9

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## AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

THIS AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT ("Agreement") is effective this 8th day of November, 2004, by and among VoiceStream GSM I Operating Company, LLC, as successor in interest to Cook Inlet/VoiceStream Operating Company, L.L.C., a Delaware limited liability company ("Lessee"), South East Alcohol and Drug Abuse Center, an Illinois not for profit corporation ("Lessor") and Illinois Facilities Fund, an Illinois not for profit corporation ("Lender").

### WITNESSETH

WHEREAS, under a certain lease dated as of November 29, 2000 (as the same may hereinafter be amended, restated, renewed, extended or modified, the "Lease"), Lessor did lease, let and demise a portion of the property described in the Lease (the "Premises") to Lessee for the period of time and upon the covenants, terms and conditions stated therein; and

WHEREAS, Lender has made a loan ("Loan") to Lessor, in the principal amount of Six Hundred Thousand Dollars (\$600,000.00), which Loan is secured by that certain Mortgage dated December 2, 2004, from Lessor in favor of Lender (as amended, modified, restated or supplemented from time to time, the "Mortgage"), on real estate described on Exhibit A attached hereto and hereby made a part hereof;

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Lender, Lessor and Lessee hereby agree that the Lease, and all rights, options, liens or charges created thereby, are and shall continue to be, subject and subordinate in all respects to the Mortgage and the lien created thereby, and to any other mortgage or other security instrument affecting the Premises which may hereafter be held by Lender.

Box 400-CTCC

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2. Subject to the observation and performance by Lessee of all of the covenants, terms and conditions of the lease, on the part of Lessee to be observed and performed, Lender hereby covenants that in the event that Lender obtains title to the Premises, that the Lease and any modifications or amendments will continue in full force and effect, and Lender shall recognize the Lease and any modifications or amendments and the Lessee's rights thereunder, and thereby establish direct privity of estate and contract between Lender and Lessee with the same force and effect and with the same relative priority in time and right as though the Lease and any modification or amendment were directly made from Lender in favor of Lessee.

3. Intentionally Omitted.

4. In the event Lender elects in writing that the interests and estate of Lessee under the Lease not be extinguished and terminated by reason of foreclosure, deed in lieu of foreclosure, or otherwise, and the interests of Lessor under the Lease are transferred to Lender by reason of foreclosure, deed in lieu of foreclosure, or otherwise, Lessee hereby agrees to make full and complete attornment to Lender or any other person designated by Lender (herein referred to as a "Transferee") as substitute Lessor upon the same terms, covenants and conditions as provided in the Lease, except for provisions which are impossible for Lender or Transferee to perform, so as to establish direct privity of estate and contract between Lender or Transferee and Lessee with the same force and effect and relative priority in time and right as though the Lease were originally made directly between Lender or Transferee and Lessee. Lessee will thereafter make all payments directly to Lender or Transferee. It shall not be necessary, except as required by law, for Lender or Transferee to name Lessee as a party to enforce its rights under the Mortgage, or to prosecute any action at law to gain possession to the Premises.

5. Notwithstanding anything contained herein or in the Lease to the contrary, Lessor and Lessee hereby agree that Lender, any Transferee and their respective successors or assigns shall not be: (a) liable for any act or omission of Lessor; (b) subject to any offsets or defenses which Lessee might have as to Lessor or to any claim for damages against Lessor; (c) required or obligated to credit Lessee with any rent or additional rent for any rental period beyond the then current rental period which Lessee might have paid Lessor; (d) bound to or liable for refund of all or any part of any security deposit by Lessee with Lessor for any purpose unless and until such security deposit shall have been actually received by Lender; or (e) liable to Lessee under the Lease or otherwise from and after such time as Lender or Transferee ceases to be the owner of the Premises.

6. Intentionally Omitted.

7. Lessor and Lessee hereby agree for the benefit and reliance of Lender that, notwithstanding anything to the contrary contained in the Lease: (a) neither this Agreement, the Mortgage, nor anything to the contrary in the aforesaid Lease shall operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Premises upon Lender, or impose responsibility under the Lease nor shall said instruments operate to make Lender responsible or liable for any waste committed on the Premises by any party whatsoever, or for dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss, injury or death to any

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Lessee, licensee, invitee, guest, employee, agent or stranger; (b) in the event Lender gains title to the Premises and becomes a substitute Lessor, Lender may assign its interest without notice to, the consent of, or assumption of any liability to any other party hereto; and (c) in the event that Lender or its affiliate, successor, designee or assignee shall become the owner of the Premises, that any liability or obligation of Lender as landlord under the Lease shall be limited to such landlord's interest in the Premises and no recourse shall be had to any other assets of Lender or its affiliate, successor, designee or assignee.

8. This Agreement contains the entire agreement between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. The words "Lender," "Transferee," "Lessor" and "Lessee" shall include their heirs, executors, administrators, beneficiaries, successors and assigns, and, with respect to Lender, shall mean any purchaser at a sale foreclosing the Mortgage or any entity otherwise acquiring the Premises (including, without limitation, by deed in lieu of foreclosure).

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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

LESSOR:

SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not for profit corporation

By: *Gregory R. Zyvert*  
Name: GREGORY R. ZYVERT  
Its: EX-DIR

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APPROVED as to form  
*Michael A. Sievertson*  
Michael A. Sievertson

LESSEE:

VoiceStream GSM I Operating Company, LLC, as successor in <sup>INTEREST</sup> ~~trustee~~ to Cook Inlet/VoiceStream Operating Company, L.L.C., a Delaware limited liability company

By: *Deborah M. Barrett*  
Name: Deborah M. Barrett  
Its: Dir. of Dev and Ops.

LENDER:

ILLINOIS FACILITIES FUND,  
an Illinois not for profit corporation.

By: \_\_\_\_\_  
Name:  
Its:

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

LESSOR:

SOUTH EAST ALCOHOL AND DRUG ABUSE  
CENTER, an Illinois not for profit corporation

By: \_\_\_\_\_

Name:

Its:

LESSEE:

VOICESTREAM GSM I OPERATING  
COMPANY, LLC, a \_\_\_\_\_ limited  
liability company

By: \_\_\_\_\_

Name:

Its:

LENDER:

ILLINOIS FACILITIES FUND,  
an Illinois not for profit corporation.

By: Thomas Kym

Name:

Its: President

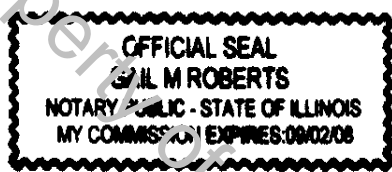
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that GREGORY R. ZYVERT personally known to me to be the EXECUTIVE DIR of SOFT4 GAIT ACCESS AND DRUG ABUSE CENTER, an Illinois not for profit corporation, appeared before me this day in person and acknowledged that, as such EXECUTIVE DIRECTOR, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24<sup>th</sup> day of NOVEMBER 2004



Gail M Roberts  
Notary Public

My Commission Expires: 09/02/08

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Debbie Barrett personally known to me to be the Dir of DevOps of VOICE STREAM GSM OPERATING A RESERVE LLC, appeared before me this day in person and acknowledged that, as such Director, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12<sup>th</sup> day of November, 2004



Michelle Don  
Notary Public

My Commission Expires: 9-21-08

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Trinita Logue personally known to me to be the President of Illinois Facilities Fund, an Illinois not for profit corporation, appeared before me this day in person and acknowledged that, as such President, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24 day of November 2004



Jennifer A. Williams  
Notary Public

My Commission Expires:

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## EXHIBIT A

Legal Description of Real Estate

See Attached.

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## Legal Description

LOTS 51 TO 66, BOTH INCLUSIVE, IN BLOCK 4 IN LINCOLN SUBDIVISION OF THAT PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH AND EAST OF THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY'S RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

Common Address: 8640 South Chicago Avenue, Chicago, Illinois 60617

PIN: 20-36-423-026; 20-36-423-027; 20-36-423-033; 20-36-423-034; 20-36-423-035; 20-36-423-036; 20-36-423-037; 20-36-423-038; 20-36-423-062

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