

# UNOFFICIAL COPY



Doc#: 0509702333  
Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 04/07/2005 11:43 AM Pg: 1 of 7

2 of 2 LHYNES # 82-67-215-D1

**Prepared by :**  
**Global Tower, LLC**  
**1801 Clint Moore Road**  
**Suite 215**  
**Boca Raton, FL 33487**

**Return to:**  
Global Tower, LLC  
1801 Clint Moore Road  
Suite 215  
Boca Raton, FL 33487

## SUBORDINATION and NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT ("Agreement"), made and entered into as of 24 day of March, 2005, by and among EVANGELICAL COVENANT CHURCH OF WINNETKA, an Illinois religious corporation, having an office at 1200 Hibbard Road, Wilmette, IL (hereinafter called "Mortgagor"), NATIONAL COVENANT PROPERTIES, an Illinois not for profit corporation, having an office address of 5101 North Francisco Avenue, Chicago, IL (hereinafter called "Mortgagee") and GLOBAL TOWER, LLC, a Delaware limited liability company (hereinafter called "Tenant").

WITNESSETH:

**WHEREAS**, Mortgagor has made a secured loan by a mortgage and security agreement dated January 1st, 2003 which was recorded on October 22<sup>nd</sup>, 2003, as Document Number 0329532231 by the Cook County, IL Recorder of Deeds (the "Loan") to or for the benefit of Mortgagee secured by a fee simple interest in certain real property more fully described on the legal description which is attached hereto, made a part hereof, and labeled **Exhibit "A"** and all improvements thereon and appurtenances thereto (the "Property"); and

**WHEREAS**, Mortgagee and Transcend Services Partners, a Texas limited partnership, as Tenant, entered into that certain Land Lease (the "Lease") dated July 3<sup>rd</sup>, 2003.

**WHEREAS**, Lease was assigned by certain Assignment and Assumption of Ground Lease dated January 29, 2004, by and among Transcend Services, Inc., a Texas corporation, Transcend Services Partnership LP, a Texas limited partnership, JFA Holdings, LLC, a Texas limited liability company, and Global Tower, LLC (the "Lease") with respect to certain premises (the "Premises") which are part of the Property all as more particularly set forth in the Lease; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

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1. Non-Disturbance. So long as Tenant is not in default (after the expiration of all periods afforded to Tenant during which Tenant has the right to cure any default), in the payment of rent, additional rent or other sums or charges now or hereafter payable under the Lease, or in the performance of any of the terms, covenants or conditions of the Lease, Tenant shall not, by reason of foreclosure of the Mortgage, acceptance of a deed in lieu of foreclosure, or the exercise of any remedy provided in the Mortgage, be disturbed in Tenant's use, occupancy and quiet enjoyment of the Premises during the term of the Lease or any extension thereof set forth in the Lease, and Tenant shall have the right to exercise all renewal terms set forth in the Lease in accordance with the terms of the Lease. Conditioned upon and subject to the foregoing, LANDLORD and TENANT do hereby completely and unconditionally subordinate the Lease, all rights and options thereunder and all amendments thereof, to the lien of the Mortgage and all terms and provisions thereof.

2. In the event the Mortgage is foreclosed for any reason, and LENDER succeeds to the interest of LANDLORD under the Lease, TENANT shall be bound to LENDER under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if LENDER were LANDLORD under the Lease, and TENANT hereby attorns to LENDER as its LANDLORD, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon LENDER succeeding to the interest of LANDLORD under the Lease. Notwithstanding anything herein to the contrary, TENANT shall be under no obligation to pay rent to LENDER until TENANT receives written notice from the LENDER that it has succeeded to the interest of LANDLORD under the Lease. The respective rights and obligations of TENANT and SLS South Region LENDER upon such attornment shall to the extent of the then remaining balance of the term of the Lease be the same now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

3. Binding Effect. Lender or the purchaser, as the case may be, in the event of attornment, shall have the same remedies by entry, action, or otherwise as in the event of a default by Tenant in the payment of rent or in the performance of any term, condition or agreement contained in the Lease on Tenant's part to be performed that Landlord had or would have had if Lender or such purchaser had not succeeded to the interest of the Landlord. Tenant shall from and after the succession to the interest of Landlord under the Lease by Lender or such purchaser have the same remedies against Lender or such purchaser for the breach of any term, covenant, condition or agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Lender or such purchaser had not succeeded to the interest of Landlord, provided further, however, that Lender or such purchaser shall not be:

(a) liable for any act or omission of any prior lessor (including Landlord) except that Lender shall be bound by any right of Tenant expressly set forth in the Lease to any offset, deduction or abatement against Tenant's payment of Rent or other sums under the Lease arising from Landlord's breach or default under the Lease, if Tenant provides written notice of said breach to Lender at the time the breach occurs; or

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(b) bound by any rent which Tenant might have paid to any prior lessor (including Landlord) without Lender's knowledge for more than thirty (30) days before the date such rent was first due and payable under the Lease except to the extent the Lease expressly requires such prepayment; or

(c) bound by any amendment or modification of the Lease made without its knowledge, except for amendments or modifications made in connection with the exercise of rights, options or elections expressly set forth in the Lease.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

5. Amendment. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

6. Counterparts. This Agreement may be executed in counterparts, each being deemed an original and all being deemed one and the same.

(SIGNATURES APPEAR ON NEXT PAGE)

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

**MORTGAGOR:**  
EVANGELICAL COVENANT CHURCH OF WINNETKA  
an Illinois religious corporation

By: [Signature]  
Name: CAROL DEBASSER  
Title: CHURCH CLERK  
Date: 3/6/05

Witnesses:

[Signature]  
Name: R. H. [unclear]

[Signature]  
Name: David S. Rose

**MORGAGEE:**  
NATIONAL COVENANT PROPERTIES  
an Illinois not for profit corporation

By: [Signature]  
Name: DAVID W. JOHNSON  
Title: PRESIDENT  
Date: 3/24/05

Witnesses:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**TENANT:**  
GLOBAL TOWER, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Marc C. Ganzi  
Title: Chief Executive Officer  
Date: February 17th, 2005

Witnesses:

[Signature]  
Name: Chris M. Hoogas

[Signature]  
Name: Neil Siles

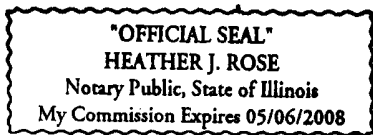
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**MORTGAGOR:**

STATE OF ILLINOIS :  
: SS  
COUNTY OF Cook :

On this, the 6 day of March, 2005, before me, the undersigned officer, personally appeared Gary D. Isaacson who acknowledged himself/herself to be the Church Chair of **Evangelical Covenant Church of Winnetka**, an Illinois religious corporation, and that his/her name is subscribed to the foregoing document as such officer, and that he/she executed the foregoing document for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Heather J. Rose  
Notary Public  
My Commission Expires:

(Notary Seal)

**MORTGAGEE:**

STATE OF ILLINOIS :  
: SS  
COUNTY OF :

On this, the 24<sup>th</sup> day of March, 2005, before me, the undersigned officer, personally appeared David W. Johnson who acknowledged himself/herself to be the PRESIDENT of **National Covenant Properties**, an Illinois not for profit corporation, and that his/her name is subscribed to the foregoing document as such officer, and that he/she executed the foregoing document for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Janet L. Thornbloom  
Notary Public  
My Commission Expires: 07-07-08

(Notary Seal)



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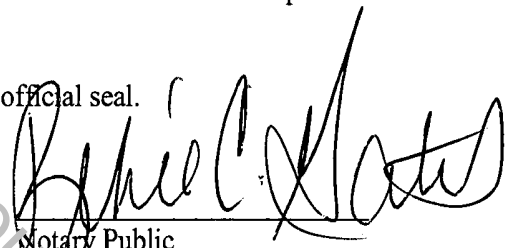
TENANT:

STATE OF FLORIDA:

COUNTY OF PALM BEACH:

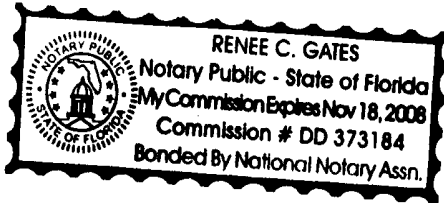
On this, the 17th day of February, 2005, before me, the undersigned officer, personally appeared **Marc C. Ganzi** who acknowledged himself to be the Chief Executive Officer of GLOBAL TOWER, LLC, a Delaware limited liability company, and that his name is subscribed to the foregoing document as such officer, and that he executed the foregoing document on behalf of such corporation for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public  
My Commission Expires:

(Notary Seal)



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## Non-Disturbance Agreement

### EXHIBIT A

That Part of the West 14 Acres of the North 64 Acres of the West ½ of the Southwest ¼ of Section 29, Township 42 North, Range 13, East of the Third Principal Meridian, Lying North of Avoca Road, in Cook County, Illinois

Real Estate Index Number of: 05-29-300-001-0000

Real Estate Address of: 1200 Hibbard Road, Wilmette, Illinois 60091