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This document was prepared by
and after recording return to:

Heather L. Moore, Esq.
Levenfeld Pearlstein, LLC
2 North LaSalle Street, Suite 1300
Chicago, IL 60602



Doc#: 0510218047
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 04/12/2005 10:36 AM Pg: 1 of 8

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT made as of the 5th day of April, 2005, by and between Chicago SMSA Limited Partnership, an Illinois Limited Partnership, d/b/a Verizon Wireless ("Tenant") and Libertyville Bank and Trust Company ("Lender").

WITNESSETH:

WHEREAS, Wayne Hummer Trust Company (as successor-in-interest to Wintrust Asset Management Company) as Trustee, Trust Number 1653 dated February 28, 2002 ("Landlord") and Tenant have executed a certain Lease Agreement dated December 27, 2004 (the "Lease"), pursuant to which Landlord agreed to lease a portion of the Property described on Exhibit A attached hereto and by reference incorporated herein (the "Leased Property") to Tenant for a term of years with extension rights all as more fully described in the Lease; and

WHEREAS, Landlord has mortgaged the real property legally described on Exhibit B attached hereto and by reference incorporated herein (the "Mortgaged Property") of which the Leased Property constitutes all or part by that certain Mortgage March 14, 2002, and filed for record March 21, 2002, as document No. 0020323522, in the office of the Recorder of Deeds, Cook County, Illinois (the "Mortgage") to the Lender; and

WHEREAS, Tenant desires to ensure its peaceful and quiet use and enjoyment of the Leased Property for telecommunications purposes or such other use as Tenant may deem desirable; and

WHEREAS, Tenant and Lender are willing to agree that the Lease shall be subject and subordinate to the Mortgage but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Mortgage made by the Landlord covering, or in the event Lender otherwise succeeds to Landlord's interest with respect to, any part of the Leased Property; and

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NOW THEREFORE, in consideration of the mutual agreements herein contained, Tenant and Lender agree as follows:

1. Subordination. The Lease shall be, and the same is hereby, made subject and subordinate to the Mortgage and to all the terms, conditions and provisions thereof.

2. Non-Disturbance. If any proceedings are brought by Lender (a) to foreclose the Mortgage or (b) to succeed to the interests of Landlord by foreclosure, deed in lieu thereof, or otherwise, and, if Tenant is not then in default in the payment of rent or in the performance of any of the terms, conditions, or covenants of the Lease, Tenant and Lender agree that the Lease (including any extensions thereof) shall in accordance with all its terms, covenants and conditions (which are incorporated herein by reference) remain in full force and effect as a direct indenture of lease between Lender and Tenant, with the same force and effect as if originally entered into with Lender; and Tenant's possession of the Leased Property and Tenant's rights and privileges under the Lease and any extensions thereof shall not be diminished, interfered with, or disturbed by Lender by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof, or otherwise.

3. Attornment. In the event of any such foreclosure or succession to the interests of Landlord by foreclosure, deed in lieu thereof, or otherwise, and the resulting succession to the interests of Landlord by Lender or by any purchaser of said interests through foreclosure sale (which Lender or purchaser shall hereinafter be referred to as the "Successor Landlord"), Tenant shall attorn to and shall be bound to Successor Landlord under all of the terms, covenants, and conditions in the Lease for the balance of the term of the Lease, including any extension or extensions thereof, without the execution of any further instrument on the part of the parties hereto.

4. Notices. Whenever in this Agreement it shall be required or desired that notice or demand be given or served by any party, such notice or demand shall be in writing and be deemed to have been given or served two (2) business days after being mailed postage prepaid, by certified or registered mail or when delivered in person and addressed as follows:

To Tenant: Chicago SMSA Limited Partnership
c/o Verizon Wireless
1515 Woodfield Road, 9th Floor
Schaumburg, IL 60173
ATTN: Legal Department

To Lender: Libertyville Bank and Trust Company
507 N. Milwaukee Ave.
Libertyville, IL 60048

or to such other addresses as may hereinafter be designated by any party or proper notice to the others.

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5. Successors and Assigns. The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.

6. Release. This Agreement shall remain in full force and effect until such time as the Mortgage is released of record.

7. Recording. The parties hereto agree that this Agreement may be recorded in the public records of Cook County, State of Illinois.

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

LENDER

Libertyville Bank and Trust Company

By: MAR
Name: Michael A. Buchert
Title: Vice President

TENANT

Chicago SMSA Limited Partnership, an Illinois limited partnership d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

By: HAB
Name: Howard H. Bower
Title: Area Vice President/Network

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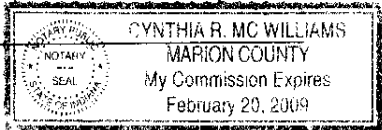
TENANT ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Hamilton)

Personally came before me this 5 day of April, 2008^S, the above-named Howard H. Bower as MWA-VP-NETWORK of Celco Partnership, a Delaware general partnership, the sole general partner of Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, and acknowledged that he executed the foregoing instrument on behalf of said General Partnership and by its authority, for the purposes set forth therein.

Cynthia R McWilliams
Print Name: Cynthia R McWilliams

My commission expires:



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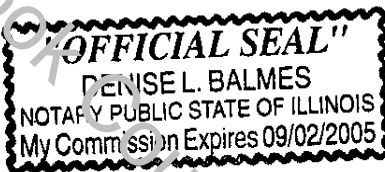
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

Personally came before me this 12th day of September, 2003, the above-named Michael Buchert as the Vice President of Libertyville Bank and Trust Company, and acknowledged that he executed the foregoing instrument on behalf of said Bank and by its authority, for the purposes set forth therein.

Denise L. Balmes
Print Name: Denise L. Balmes

My commission expires:
9/2/2005



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EXHIBIT A

TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Description of Leased Property including Easements as depicted in sketch attached.

Property of Cook County Clerk's Office

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EXHIBIT B TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Mortgaged Property:

LOT 5 IN BLOCK 8 IN F. H. DOLAND'S SUBDIVISION IN ROGERS PARK, BEING THE 590 FEET LYING EAST OF AND ADJOINING THE WEST 175 FEET OF THAT PART OF THE SOUTHWEST ¼ OF SECTION 29 TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD EVANSTON DIVISION PLAT RECORDED AS DOCUMENT 1194920, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 11-29-316-006-0000

Commonly known as: 1621 W. Sherwin, Chicago, Cook County, Illinois