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Doc#: 0619404225 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/13/2006 03:07 PM Pg: 1 of 8

For recorder's use:

Tax Stamp: \$ _____

Recording Fee: \$ _____

Prepared by:
Victoria M. de Lisle
Locke Liddell & Sapp LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
File: #90924/61002

Record and Return to:
Land America/Lawyer Title Insurance Company
Attn: Kathryn Thompson
LTIC/Commercial Secured Party Solutions
101 Gateway Centre Parkway
Richmond, VA 23235-5153
Phone: 1.866.552.0129
Fax: 1.804.267.2330
File: #10844828
Unison Site: #300794

PIN: 20-36-423-033-0000

NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS

THIS AGREEMENT (the "Agreement") is made as of the 3rd day of July, 2006 ("Effective Date"), by and among Illinois Facilities Fund, an Illinois not-for-profit corporation, whose address is One North LaSalle Street, Suite 700, Chicago, Illinois 60662 (hereinafter referred to as "Lender"), Unison Site Management, L.L.C., a Delaware limited liability company (hereinafter referred to as "Unison"), whose address is 92 Thomas Johnson Drive, Suite 130, Frederick, Maryland 21702, and South East Alcohol and Drug Abuse Center, an Illinois not-for-profit corporation, whose address is 8640 S. Chicago Avenue, Chicago, Illinois 60617 (hereinafter referred to as "Site Owner").

WITNESSETH:

WHEREAS, Lender has made a loan to Site Owner (such loan and any renewal, substitution, extension or replacement thereof being hereinafter collectively called the "Loan") in the amount of Six Hundred Thousand and No/100 (\$600,000.00) Dollars, which is secured by, *inter alia*, that certain Mortgage, Security Agreement and Fixture Filing from South East Alcohol and Drug Abuse Center, an Illinois not-for-profit corporation, in favor of Illinois Facilities Fund, an Illinois not-for-profit corporation, dated December 2, 2004, and recorded December 3, 2004, in Instrument No. 0433814267, in the original principal amount of \$600,000.00 (such Mortgage, Security Agreement and Fixture Filing and any and all other security interests encumbering the Site Owner's Property, as hereafter defined, securing the Loan and any renewal, substitution, amendment, extension or replacement thereof being hereinafter collectively referred to as the "Mortgage"), upon the tract of land described in Exhibit "A" hereto (the "Site Owner's Property"); and

WHEREAS, a portion of the Site Owner's Property (the "Communication Site") is subject to an Easement and Assignment Agreement by and between Site Owner and Unison dated as of July 3, 2006 (the "Communication Easement") in which said Communication Easement, the Site Owner has assigned to Unison all right, title and interest in and to the Leases set forth on Exhibit "B" hereto (the "Assigned Leases"); and

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and subject to the Communication Easement,

WHEREAS, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Lender, Unison and Site Owner hereby agree as follows:

1. Non-Disturbance. So long as the Communication Easement is not terminated, Unison's use, possession or enjoyment of the Communication Site, including the collection of rents by Unison, pursuant to the Assigned Leases shall not be interfered with nor shall the easement granted by the Communication Easement be affected in any other manner, in any exercise of any power of sale in the Mortgage, or by foreclosure or any action or proceeding instituted under or in connection with the Mortgage, except that the person or entity acquiring the interest of the Site Owner under the Communication Easement as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior site owner under the Communication Easement; or (b) subject to any offsets of defenses which Unison under the Communication Easement might have against the prior site owner under the Communication Easement; or (c) bound by any amendment or modification to the Communication Easement made without Lender's prior written consent. **Lender and Site Owner specifically acknowledge that Unison shall have the exclusive right to collect any and all rents due by Tenant(s) under the Assigned Leases, said Assigned Leases being more fully described on Exhibit "B" hereof and, by execution of this instrument, any Assigned Leases are specifically released from that certain Mortgage, Security Agreement and Fixture Filing from South East Alcohol and Drug Abuse Center, an Illinois not-for-profit corporation, in favor of Illinois Facilities Fund, an Illinois not-for-profit corporation, dated December 2, 2004, and recorded December 3, 2004, in Instrument No. 0433814267, in the original principal amount of \$600,000.00.**

2. Unison Not To Be Joined In Foreclosure. So long as the Communication Easement is not terminated, Lender will not join Unison as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Communication Easement and in such event Lender shall reimburse Unison for all reasonable expenses incurred by Unison in connection therewith.

3. Attornment. In the event the exercise of the power of sale in the Mortgage, or in the event of foreclosure of the Mortgage, or in event of a conveyance of the Site Owner's Property in lieu of foreclosure, Unison agrees to attorn to and accept the purchaser at the foreclosure sale or the grantee under the conveyance in lieu of foreclosure as the site owner for the balance then remaining of the term of the Communication Easement, subject to all terms and conditions of said Communication Easement and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Site Owner under the Communication Easement. The respective rights and obligations of Unison and Lender upon such attornment, shall be and are the same as now set forth in the Communication Easement.

4. Unison's Tower, Building and Equipment. Lender hereby acknowledges and agrees that the Mortgage and Assignment does not apply to Unison's Tower(s), Building(s) and Equipment and that removal of said Tower(s), Building(s) and Equipment is governed by the terms of the Communication Easement.

5. As to Site Owner and Unison. As between Site Owner and Unison, Site Owner and Unison covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Communication Easement.

6. As to Site Owner and Lender. As between Site Owner and Lender, Site Owner and Lender covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Mortgage.

7. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their respective heirs, administrators, representatives, successors and assigns, including without limitation each and every holder of the Communication Easement or any

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other person having an interest therein and any purchaser of the Site Owner's Property, including without limitation at or after a foreclosure sale or conveyance in lieu of foreclosure.

8. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

9. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Unison and Site Owner.

10. Governing Law. This Agreement shall be interpreted and governed by the laws of the State in which the Site Owner's Property is located.

11. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the addressee addressed as set forth below. Notice so mailed shall be deemed effective upon its deposit. Notice given in any other manner shall be deemed effective only if and when delivered to the addressee.

For Lender:

Illinois Facility Fund
One North LaSalle Street, Suite 700
Chicago, Illinois 60662

For Site Owner:

South East Alcohol and Drug Abuse Center
8640 S. Chicago Avenue
Chicago, Illinois 60617

For Unison:

Unison Site Management, L.L.C.
92 Thomas Johnson Drive, Suite 130
Frederick, Maryland 21702

12. Counterparts. This Agreement may be signed in multiple counterparts each of which is an original, but all of which comprise one Agreement.

[SIGNATURE PAGES FOLLOW]

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

WITNESSES:

[Signature]
Print Name: _____

Print Name: _____

"LENDER":

ILLINOIS FACILITIES FUND,
an Illinois not-for-profit corporation

By: [Signature]
Print Name: Joe Neri
Title: VP Lending

Address: One North LaSalle Street, Suite 700
City: Chicago
State: Illinois
Zip: 60662
Tel: _____
Fax: _____

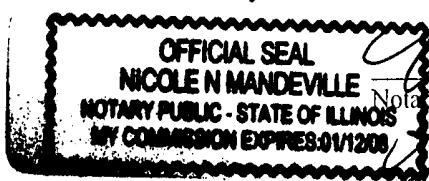
STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 29 day of June, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Neri, to me personally known, who, being by me duly sworn, did say that he/she is the VP Lending of said corporation; that no seal has been procured by the said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said VP Lending, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

Given under my hand and seal this 29 day of June, 2006.

My commission expires: 1/12/08

[SEAL]



[Signature]

Nicole N. Mandeville

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

WITNESSES:

"SITE OWNER":

[Signature]
Print Name: CLARA TRUITT

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

[Signature]
Print Name: Elizabeth Pinnick

By: [Signature]
Print Name: GREGORY R. ZYVERT
Title: EX DIR

Address: 8640 S. Chicago Avenue
City: Chicago
State: Illinois
Zip: 60617
Tel: 773/231-9100x 232
Fax: 773/231-1792

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

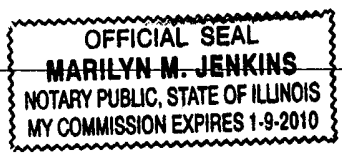
On this 14th day of April, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory R. Zyvert, to me personally known, who, being by me duly sworn, did say that he/she is the Executive Director of said corporation; that no seal has been procured by the said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Gregory R. Zyvert, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

Given under my hand and seal this 14th day of April, 2006.

My commission expires: 1-9-2010

[Signature]
Notary Public

[SEAL]




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

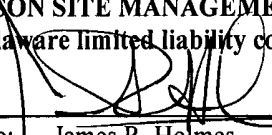
“UNISON”:

WITNESSES:


 Print Name: Chante Land

 Print Name: Noel Janson

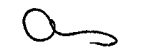
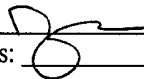
UNISON SITE MANAGEMENT, L.L.C.,
a Delaware limited liability company

By: 
 Name: James R. Holmes
 Title: Vice President/Secretary
 Address: 92 Thomas Johnson Drive, Suite #130
 City: Frederick
 State: Maryland
 Zip: 21702
 Tel: (646) 452-5455
 Fax: (301) 360-0635

STATE OF NEW YORK)
) ss.
 COUNTY OF NEW YORK)

On the 30th day of JUNE in the year of 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes, Vice President/Secretary of Unison Site Management, L.L.C., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 
 My Commission Expires: 
 Commission Number: _____

ANNEX 0000000000
 Notary Public, State of New York
 No. 61122003
 Qualified in Cook County
 Commission Expires July 6, 2010

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EXHIBIT "A"

Site Owner's Property

Parcel 1:

Lots 61 to 66, both inclusive, in block 4 in Lincoln Subdivision of that part the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ 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.

Parcel 2:

Lots 51 to 60, both inclusive, in block 4 in Lincoln Subdivision of that part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ 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.

AND BEING the same property conveyed to South East Alcohol and Drug Abuse Center, an Illinois not for profit corporation from Ford Leasing Development Company, a Delaware corporation by Special Warranty Deed dated September 23, 1994 and recorded September 24, 1994 in Instrument No. 94880168.

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EXHIBIT "B"

That certain Site Lease with Option, dated as of November 29, 2000, by and between South East Alcohol and Drug Abuse Center, as landlord, and Cook Inlet/VoiceStream Operating Company, L.L.C., a Delaware limited liability company, as tenant, as evidenced by a Memorandum of Lease and Option, recorded March 8, 2001, in Instrument No. 0010247575.

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