



0626813025

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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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Prepared by:
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File: 90924/01061

Record and Return To:
Kathryn Thompson
Land America/Lawyer's Title Insurance Company
LTIC/Commercial Lender Services
101 Gateway Centre Parkway
Richmond, VA 23235-5153
Phone: 1.866.552.0129, Ext. 225
Fax: 1.804.267.2330
File: #10860796
Unison Site No. 354368



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

THIS AGREEMENT (the "Agreement") is made as of the 16th day of August, 2006 ("Effective Date"), by and among MB Financial Bank, N.A., whose address is 6111 N. River Road, Rosemont, Illinois 60018 (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 Great Anchor Enterprises, Inc., an Illinois corporation, whose address is 1410 River Oak Drive, Naperville, Illinois 60565 (hereinafter referred to as "Site Owner").

WITNESSETH:

WHEREAS, Lender has made one or more loans to Site Owner (such loans and any renewals, substitutions, extensions or replacements thereof being hereinafter collectively called the "Loan") (i) in the amount Seven Hundred Thirty-Seven Thousand Five Hundred and No/100 (\$737,500.00) Dollars, which is secured by, *inter alia*, that certain Mortgage by Great Anchor Enterprises, Inc., an Illinois corporation in favor of MB Financial Bank, N.A., to secure indebtedness in the principal amount of \$737,500.00, dated as of July 28, 2005 and recorded August 11, 2005, Official Records of Cook County, State of Illinois, at Document No. 0522319036, together with that certain Landlord's Assignment of Rents and Leases, dated as of July 28, 2005 and recorded August 11, 2005, at Document No. 0522319037; (ii) in the amount Five Hundred Sixteen Thousand Two Hundred Fifty and No/100 (\$516,250.00) Dollars, which is secured by, *inter alia*, that certain Second Mortgage by Great Anchor Enterprises, Inc., an Illinois corporation, in favor of MB Financial Bank, N.A., to secure indebtedness in the principal amount of \$516,250.00, dated as of July 28, 2005 and recorded August 11, 2005, Official Records of Cook County, State of Illinois, at Document No. 0522319038, together with that certain Landlord's Assignment of Rents and Leases, dated as of July 28, 2005 and recorded August 11, 2005, at Document No. 0522319039 (such Mortgages, Second Mortgage, Landlord's Assignment of Rents and Leases 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

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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 _____, 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

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 or 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 by Great Anchor Enterprises, Inc., an Illinois corporation in favor of MB Financial Bank, N.A., to secure indebtedness in the principal amount of \$737,500.00, dated as of July 28, 2005 and recorded August 11, 2005, Official Records of Cook County, State of Illinois, at Document No. 0522319036, together with that certain Landlord's Assignment of Rents and Leases, dated as of July 28, 2005 and recorded August 11, 2005, at Document No. 0522319037; (ii) that certain Second Mortgage by Great Anchor Enterprises, Inc., an Illinois corporation, in favor of MB Financial Bank, N.A. to secure indebtedness in the principal amount of \$516,250.00, dated as of July 28, 2005 and recorded August 11, 2005, Official Records of Cook County, State of Illinois, at Document No. 0522319033, together with that certain Landlord's Assignment of Rents and Leases, dated as of July 28, 2005 and recorded August 11, 2005, at Document No. 0522319039, and any and all other security interests executed in connection with the aforesaid or otherwise securing the Loan.
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.

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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 Deed of Trust.
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 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:

MB Financial Bank, N.A.
6111 N. River Road
Rosemont, Illinois 60018

For Site Owner:

Great Anchor Enterprises, Inc.
1410 River Oak Drive
Naperville, Illinois 60565

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.

“LENDER”:

MB FINANCIAL BANK, N.A.

WITNESSES:

Cassandra M. Krroik
Print Name: Cassandra M. Krroik

Basim Lukovic
Print Name Basim Lukovic

By: [Signature]
Name: Richard Berthold
Title Commercial Banking Representative

Address: 6111 N. River Road
City: Rosemont
State: Illinois
Zip: 60018
Tel:
Fax:

STATE OF ILLINOIS

COUNTY OF Cook) ss.

Before me, a notary public in and for said State, appeared Richard Berthold
Commercial Banking Rep., known to me, or proven to me, who is duly authorized to act on behalf of the Lender described in the foregoing Non-Disturbance and Attornment Agreement and Partial Release of Assignment of Leases and Rents, executed and acknowledged said instrument as his/her free act and deed on behalf of said Lender.

Given under my hand and seal this 25 day of August, 2006.

My commission expires: 3-26-2007

[Signature]
Notary Public



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

"SITE OWNER":

**GREAT ANCHOR ENTERPRISES, INC.,
an Illinois corporation**

WITNESSES:

By: _____
Name: _____
Title: _____

Print Name: _____

Address: 1410 River Oak Drive
City: Naperville
State: Illinois
Zip: 60565
Tel:
Fax:

Print Name _____

STATE OF ILLINOIS)

COUNTY OF DuPage) ss.

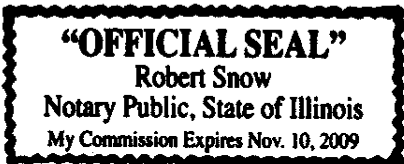
Before me, a notary public in and for said State, appeared Zhengming Lei, known to me, or proven to me, who is duly authorized to act on behalf of the Site Owner of the Easement described in the foregoing Non-Disturbance and Attornment Agreement and Partial Release of Assignment of Leases and Rents, executed and acknowledged said instrument as his/her free act and deed on behalf of said Site Owner.

Given under my hand and seal this 30th day of August, 2006.

My commission expires: 11-10-2009

Notary Public

[SEAL]



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

WITNESSES:

Gina Shaw
 Print Name: GINA SHAW

Chante Land
 Print Name: Chante Land

"UNISON"

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

By: *[Signature]*
 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 August, 2006, before me, the undersigned, a notary public in and for said state, personally appeared James R. Holmes, duly authorized Vice President/Secretary of Unison Site Management, L.L.C., a Delaware limited liability company, 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 capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
 My Commission Expires: _____
 Commission Number: _____

[Signature]
 Pamela T. Lee
 Notary Public, State of New York
 No. 02LE6009835
 Qualified in Suffolk County
 Commission Expires July 6, 2014

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Exhibit "A"

Site Owner's Property

That part of Lot 1 in the subdivision of that part of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois lying South of the Illinois and Michigan Canal included within a Parcel of land which is bounded and described as follows:

Beginning on the South line of said Lot 1 at a point which 396.62 feet West from the Southeast Corner of said Lot 1 and running thence West along the South line of said Lot 1 being also the North line of West 36th Street a distance of 85 feet; Thence North along a line which is 481.62 feet west from and parallel with the East line of said Lot 1 distance of 234 plus feet to its intersection with the southerly boundary of parcel number SW 14-1 conveyed by Deed recorded in the Recorder's Office of Cook County, Illinois on July 9, 1964 as Document 19179727; Thence Northeastwardly along the southerly boundary of the lands so conveyed a distance of 41.72 feet to a deflection point in said boundary which is 43.64 feet measured perpendicularly Southerly from the Southerly line of the Southerly reserve of the Illinois and Michigan Canal; Thence Northeasterly continuing along said Southerly boundary a distance of 53.29 feet to its intersection with a line which is 396.62 feet West from and parallel with the East line of said Lot 1 and thence South along said parallel line a distance of 275.8 plus feet to the Point of Beginning, in Cook County, Illinois.

AND BEING a portion of the same property conveyed to Great Anchor Enterprises, Inc., an Illinois corporation from Chicago Title Land Trust Company an Illinois corporation, successor trustee to Cole Taylor Bank, as Trustee under the provisions of a deed or deeds in trust dated November 8, 1995, and known as Trust Number 95-6439 by Trustee's Deed dated 06/10/2005 and recorded August 11, 2005 in Instrument Number 0522319035.

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Exhibit "B"

Description of Assigned Leases

1. That certain Lease Agreement by and between Cole Taylor Bank, an Illinois banking corporation, not personally, but as Trustee under Trust Agreement dated November 8, 1995 and known as Trust Number 95-6439, as Landlord, and AT&T Wireless PCS, LLC, a Delaware limited liability company, as Tenant, dated January 14, 1999, as Lease was amended by the First Amendment to Lease Agreement by Cole Taylor Bank and New Cingular Wireless PCs, LLC, a Delaware limited liability company, formerly known as AT&T Wireless PCS.
2. That certain Communications Site Lease Agreement (Ground) by and between Cole Taylor Bank, an Illinois banking corporation, not personally, but as Trustee under the Trust Agreement dated November 15, 1995 and known as Trust Number 95-6439, as Lessor, for Doris Kamins as to an undivided One-third (1/3) interest, Alan J. Cohen as to an undivided one-third (1/3) interest and Larry H. Cohen as to an undivided one-third (1/3) interest as Trust Number 95-6439 beneficiaries, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, dated July 24, 2000, as evidenced by the Memorandum of Agreement, dated July 24, 2000 and recorded November 6, 2000, Official Records of Cook County, State of Ohio, at Document No. 00870719.
3. That certain Site Lease with Option by and between Cole Taylor Bank as Trustee under Trust dated November 13th, 1995 known as Trust Number 95-6439, as Landlord and Cook Inlet/VoiceStream Operating Company, L.L.C., a Delaware limited liability company, as Tenant, dated October 25, 2000, as evidenced by the Memorandum of Lease and Option dated December 12, 2002 and recorded January 13, 2003, at Document No. 0030052158.