

CHI-FFH292



This document was drafted by
and after recording return to:

Dennis L. Myers, 3H78
Ameritech Cellular Services
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

**SUBORDINATION, ATTORNMENT
AND NON-DISTURBANCE AGREEMENT**

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT made as of the 20th day of November, 1998, by and between Chicago SMSA Limited Partnership c/o Ameritech Cellular Services, ATTN: Legal Department 3H78, 2000 W. Ameritech Center Drive, Hoffman Estates, IL 60195-5000 ("Tenant") and Massachusetts Mutual Life Insurance Company ("Lender").

WITNESSETH:

WHEREAS, Duraco Products, Inc., an Illinois corporation ("Landlord") and Tenant have executed a certain Lease Agreement dated November 1, 1994, with a Commencement Date of November 1, 1994 (and signed by Landlord on September 19, 1994,) (the "Lease"), pursuant to which Landlord agreed to lease the Property (the "Leased Property") described on Exhibit A attached hereto and by reference incorporated herein 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 a certain mortgage recorded January 4, 1996 as Document No. 96009333 in the amount of \$50,000,000.00, as amended by Amendment to and Modification of Mortgage recorded September 3, 1998, (collectively, the "Mortgage") to the Lender; and

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

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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

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:

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To Tenant: Chicago SMSA Limited Partnership
c/o Ameritech Cellular Services
Legal Department, 3H78
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

To Lender: Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, MA 01111-0001
ATTN: Senior Managing Director
Mortgage Portfolio Department
Real Estate Investment Group

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

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.

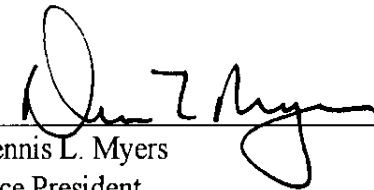
LENDER

Massachusetts Mutual Life Insurance Company

By: _____
Name: _____
Title: _____

TENANT

Chicago SMSA Limited Partnership, by its general partner, Ameritech Mobile Phone Service of Chicago, Inc., an Illinois corporation

By:  _____
Dennis L. Myers
Vice President

To Lender: Massachusetts Mutual Life Insurance Company

ATTN: _____

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

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.

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

LENDER

CM Massachusetts Mutual Life Insurance Company

TENANT

Chicago SMSA Limited Partnership, by its general partner, Ameritech Mobile Phone Service of Chicago, Inc., an Illinois corporation

By: Maddelyn K. Miller
Name: MADDELYN K. MILLER
Title: Managing Director

By: _____
Dennis L. Myers
Vice President

Cook County Clerk's Office

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EXHIBIT A TO

SUBORDINATION, ATTORNMENMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Leased Property including Easements

LEASE SITE DESCRIPTION:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER WITH THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 AND RUNNING THENCE NORTHWESTERLY ALONG SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 496.95 FEET TO A POINT ON A LINE THAT IS 400.0 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH $00^{\circ}10'54''$ EAST ALONG SAID PARALLEL LINE, 1022.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, FOR A POINT OF BEGINNING; THENCE NORTH $80^{\circ}42'28''$ WEST ALONG SAID NORTHERLY LINE, 76.04 FEET; THENCE NORTH $00^{\circ}10'54''$ WEST, 62.48 FEET; THENCE NORTH $89^{\circ}49'06''$ EAST, 75.0 FEET TO SAID PARALLEL LINE; THENCE SOUTH $00^{\circ}10'54''$ EAST ALONG SAID PARALLEL LINE, 75.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UTILITY EASEMENT DESCRIPTION:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER WITH THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 AND RUNNING THENCE NORTHWESTERLY ALONG SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 496.95 FEET TO A POINT ON A LINE THAT IS 400.0 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER FOR THE POINT OF BEGINNING; THENCE SOUTH $00^{\circ}10'54''$ EAST ALONG SAID PARALLEL LINE 947.03 FEET TO A POINT 75 FEET NORTH OF (AS MEASURED ALONG SAID PARALLEL LINE) THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH $89^{\circ}49'06''$ EAST, 9.0 FEET; THENCE NORTH $00^{\circ}10'54''$ WEST, 953.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20; THENCE SOUTH $53^{\circ}26'46''$ EAST, ALONG SAID SOUTHERLY LINE 9.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PTN # 06-35-400-012, 06-35-310-037, 039 & 042

Address : 1109 E. Lake St.

Streamwood, IL 60107

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EXHIBIT A TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Leased Property including Easements

ACCESS EASEMENT DESCRIPTION:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER WITH THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 AND RUNNING THENCE NORTHWESTERLY ALONG SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 496.95 FEET TO A POINT ON A LINE THAT IS 400.0 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH $00^{\circ}10'54''$ EAST ALONG SAID PARALLEL LINE, 947.03 FEET TO A POINT 75 FEET NORTH OF (AS MEASURED ALONG SAID PARALLEL LINE) THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTH $89^{\circ}49'06''$ EAST, 8.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH $89^{\circ}49'06''$ EAST, 46.00 FEET; THENCE NORTH $00^{\circ}10'54''$ WEST, 12.0 FEET; THENCE NORTH $89^{\circ}49'06''$ EAST, 12.00 FEET; THENCE NORTH $44^{\circ}49'06''$ EAST, 7.07 FEET; THENCE NORTH $00^{\circ}10'54''$ WEST, 852.30 FEET; THENCE 106.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 68.0 FEET, THE CHORD OF WHICH BEARS NORTH $45^{\circ}10'54''$ WEST, A DISTANCE OF 96.17 FEET; THENCE SOUTH $89^{\circ}49'06''$ WEST, TANGENT TO THE LAST DESCRIBED CURVE, 170.0 FEET; THENCE NORTH $00^{\circ}10'54''$ WEST, 214.97 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20; THENCE SOUTH $53^{\circ}26'46''$ EAST ALONG SAID SOUTHERLY LINE, 14.97 FEET; THENCE SOUTH $00^{\circ}10'54''$ EAST, 184.02 FEET; THENCE 15.71 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 10.0 FEET, THE CHORD OF WHICH BEARS SOUTH $45^{\circ}10'54''$ EAST, A DISTANCE OF 14.14 FEET; THENCE NORTH $89^{\circ}49'06''$ EAST, TANGENT TO THE LAST DESCRIBED CURVE, 148.00 FEET; THENCE 125.66 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 80.0 FEET, THE CHORD OF WHICH BEARS SOUTH $45^{\circ}10'54''$ EAST, A DISTANCE OF 113.14 FEET; THENCE SOUTH $00^{\circ}10'54''$ EAST, 852.30 FEET; THENCE SOUTH $45^{\circ}10'54''$ EAST, 7.07 FEET; THENCE NORTH $89^{\circ}49'06''$ EAST, 12.00 FEET; THENCE SOUTH $00^{\circ}10'54''$ EAST, 12.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Mortgaged Property

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 AND THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, ALL IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 36 WITH THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE NO. 20; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1184.69 FEET TO A POINT ON A LINE THAT IS 953.44 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 36 FOR THE PLACE OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 1342.26 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 550.63 FEET TO A POINT ON A LINE THAT IS 1496.44 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 1478.19 FEET TO A POINT THAT IS 140.0 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES THERETO) THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE NO. 20; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20, A DISTANCE OF 140.0 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 571.54 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG SOUTHERLY RIGHT-OF-WAY LINE AT A DISTANCE OF 496.95 FEET TO A POINT ON THE LINE THAT IS 400.0 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER FROM THE PLACE OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 1,022.7 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL RAILROAD; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 561.11 FEET TO A POINT ON A LINE THAT IS 953.44 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 1338.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 687.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 06-35-400-012 & 06-36-310-045