3615/0065 66 001 Page 1 of 9
1998-12-01 11:04:20
Cook County Recorder 37.00

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 ND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT made as of the <u>00</u> 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:

- I. <u>Subordination</u>. 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.
- 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, into fered 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 other vise
- 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 irrough 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. <u>Notices</u>. Whenever in this Agreement it shall be required or desired the 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. Successors and Assi ms. The obligations and covenants of the parties hereto shall be 5. binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns. Release. This Agreement shall remain in full force and effect until such time as the 6. Mortgage is released of record. Recording. The parties hereto agree that this Agreement may be recorded in the 7. 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 **TENANT** Chicago SMSA Limited Partnership, by its Massachusetts Mutual Life Insurance general partner, Ameritech Mobile Phone Company Service of Chicago, Inc., an Illinois corporation

Dennis L. Myers Vice President

Name: Title:

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	TENANT ACKNOWLEDGMENT
STATE OF ILLINOIS)	
) SS	
COUNTY OF COOK)	
Myers as Vice President o	fore me this 19 day of Nov., 1998, the above-named Dennis L. f Ameritech Mobile Phone Service of Chicago, Inc., the sole general
	Limited Partnership and acknowledged that he executed the foregoing id Limited Partnership and by its authority, for the purposes set forth
therein.	Caro U. Royer.
	Print Name Carol M. Boyer
My Commission expires:	"OFFICIAL SEAL"
tugust 11, 2000	Carol M. Boyer Notary Aublic, State of Illinois
	My Commission Expires Aug. 11, 2000
	45.
	LENDER ACKNOWLED CMENT
STATE OF)	
COUNTY OF)	7,6
Personally came be	
as the	of Massachusetts Mutual Life Insurance Company,
and acknowledged that he e authority, for the purposes s	executed the foregoing instrument on behalf of said Company and by its
induction, for the purposes of	
	·
	Print Name:
My Commission expires:	

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To Lende	r: Massachusetis	Mutual Life Insurance Company
		080816
·	ATTN:	
or to such other address others.	es as may hereinafter be de	esignated by any party or proper notice to the
	nure to the benefit of the pa	ions and covenants of the parties hereto shall be uties hereto, their respective heirs, personal and
6. <u>Release.</u> Mortgage is released of ri		in in full force and effect until such time as the
7. Recording public records of Cock C		e that this Agreement may be recorded in the
IN WITNESS V and year above written.		eto have executed this Agreement as of the day
LENDER	04 C	TENANT
Massachusetts Mutual L Company	ife Insurance	Chicago SMSA Limited Partnership, by its gueral partner, Ameritech Mobile Phone Service of Chicago, Inc., an Illinois corporation
By: Madely Name: MATHELY	Mills XX MILLER	By:
Title: Managata	Describe	Vice President

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COMMONWEALTH OF	MASSACHUSETTS)		
)	Springfield	SS.
COUNTY OF HAMPDEN	Ň)		

On this 19th day of November, 1998, before me, Anna N. Davison, a Notary Public, personally appeared Madelyn K. Miller, <u>Managing Director</u> of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, to me known to be the person who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed inclived dually and as such officer in behalf of said corporation.

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

Arna N. Davison

Notary Public

My Commission Expires: June 21, 2002

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EXHIBIT A TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Leased Property including Easements

LEASE SITE DESCRIPTION:

THAT PART OF THE WEST HALF OF THE SOUTHWEST GUARTER 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 GUARTER WITH THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 AND RUNNING THENCE NOTTHWESTERLY 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 GUARTER; THENCE SOUTH 00-10'54" EAST ALONG SAID PARALLEL LINE, 1022.03 FEET TO THE NORTHERLY R'SHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, FOR A POINT OF BEGINNING; THENCE NORTH 80-42'28" WEST ALONG SAID NORTHERLY LINE, 76.04 FEET; THENCE NORTH 00-10'54" WEST, 62.48 FEET; THENCE NORTH 89-49'06" EAST, 75.0 FEET TO SAID PARALLEL LINE; THENCE SOUTH 00-10'54" 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 SOUTH ES? GUARTER 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 MAY 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 00-10'54" EAST ALONG SAID PARALLEL LINE 947.03 FEET TO A POINT 75 FEET NORTH OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 89-49'06" EAST, 9.0 FEET; THENCE NORTH 00-10'54" WEST, 953.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20; THENCE SOUTH 53-26'46" EAST, ALONG SAID SOUTHERLY LINE, 9.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINDIS.

PTN # 06-35-400-012, 06-35-310-037, 039 \$045 Address: 1109 E. Lake St. Stream wood, 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, RAMOS 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 CONTHWESTERLY ALONG SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 496.95 FEET TO A TOINT 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; THE ICE SOUTH 00-10'54" EAST ALONG SAID PARALLEL LINE, 947.03 FEET TO A POINT 75 FELT 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 89-49'06" EAST, 8.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89-47'00" EAST, 46.00 FEET; THENCE NORTH 00-10'54" WEST, 12.0 FEET; THENCE NORTH 89-45'04" EAST, 12.00 FEET; THENCE NORTH 44-49'06" EAST, 7.07 FEET; THENCE NORTH 00-10'54" WEST, 852.30 FEET; THENCE 106.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE U.F.T HAVING A RADIUS OF 68.0 FEET, THE CHORD OF WHICH BEARS NORTH 45-10'54" WEST A DISTANCE OF 96.17 FEET: THENCE SOUTH 89°49'06" WEST, TANGENT TO THE LAST PASTIBED CURVE, 170.0 FEET; THENCE NORTH 00°10'54" WEST, 214.97 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20; THENCE SOUTH 53°26'46" EAST ALONG SAID SOUTHERLY LINE, 14.97 FEET; THENCE SOUTH 00°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, THENCE NORTH 89°49'06" EAST, TANGENT TO THE LEFT HAVING A RADIUS OF 14.14 FEET; THENCE NORTH 89°49'06" EAST, TANGENT TO THE LAST, A DISTANCE OF 14.14 FEET; THENCE NORTH 89°49'06" EAST, TANGENT THE LAST RESCORDED CHOUS AND OF EAST, TANGENT THE LAST RESCORDED CHOUS AND OF EAST, TANGENT THE LAST RESCORDED CHOUS AND OF EAST, THENCE NORTH 89°49'06" EAST, TANGENT THE LAST RESCORDED CHOUS AND OF EAST, THENCE NORTH 89°49'06" EAST, TANGENT THE LAST RESCORDED CHOUS AND OF EAST, THENCE NORTH 89°49'06" EAST, TANGENT THE LAST RESCORDED CHOUS AND OF EAST, THENCE ARC OF A 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 45-10'54" EAST A DISTANCE OF 113.14 FFFT, THENCE SOUTH 00-10'54" EAST, 852.30 FEET; THENCE SOUTH 45-10'54" EAST, 7.07 FEET; THENCE NORTH 89-49'06" EAST, 12.00 FEET; THENCE SOUTH 00-10'54" EAST, 12.00 FEET TO THE POINT SOME OF THE OR OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B TO

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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 HORTH, 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 MORTHWESTERLY 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 MORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE MORTHWESTERLY ALONG SAID MORTHERLY 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 RIGIT 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 PO NT THAT IS 140.0 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES THERETO) THE SOUTHERLY RIGHT OF MAY LINE OF U.S. ROUTE NO. 20; THENCE MORTHEASTERLY 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; MENCE 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 FOLICHS: 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 HORTHWESTERLY ALONG SOUTHERLY RICHT-OF-WAY LINE AT A DISTANCE OF 496.95 FEET TO A POINT ON THE LINE THAT IS 400.0 FEET WEST OF (HEASURED 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, FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, HILWAUKEE, ST. PAUL RAILROAD; THENCE WESTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 561.11 FEET TO A POINT ON A TIME THAT IS 953.44 FEET WEST OF (HEASURED 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