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Doc#: 1219216110 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/10/2012 05:02 PM Pg: 1 of 10

**CONSENT,
NONDISTURBANCE AND
ATTORNTMENT
AGREEMENT**

This document was prepared by:

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Dykema Gossett PLLC
10 S. Wacker Dr., Suite 2300
Chicago, Illinois 60606
(312) 627-2594

After recording return to:

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
800 SOUTH MAIN STREET
SUITE 1001
AKRON, OH 44311

ATTN: LISA JAMES OR CI-1122148

See Exhibit A for Common Addresses and P.I.N.s

Above Space for Recorder's Use Only

CONSENT, NONDISTURBANCE AND ATTORNTMENT AGREEMENT

This Consent, Nondisturbance and Attornment Agreement (this "Agreement"), dated this
10th day of March, 2012.

by and between

Global Signal Acquisitions IV LLC, a Delaware limited liability company, with a notice address of Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "Grantee");

and

Stout Properties, LLC, an Illinois limited liability company, whose address is Attn: Joseph Carolan, President, 7711 West 98th Street, Hickory Hills, Illinois 60457 (hereinafter "Grantor");

and

United States Small Business Administration, an agency of the United States, with a principal place of business located at 500 West Madison, Suite 1150, Chicago, Illinois 60661 (hereinafter "Lender").

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RECITALS:

WHEREAS, Crown Castle GT Company LLC, a Delaware limited liability company (“CCGT”) is in possession of certain property (the “Property”) more specifically described on Exhibit A attached hereto, pursuant to that certain Ground Lease Agreement dated November 1, 1993 having a commencement date of November 1, 1993 and an expiration date of October 31, 2018 if all extension options are exercised, originally by and between Chicago SMSA Limited Partnership, an Illinois limited partnership (“SMSA”), as the original tenant, and Tom G. McClain (“McClain”), as the original landlord (“Lease Agreement”), as memorialized by that certain Memorandum of Ground Lease Agreement and Grants of Easement recorded on December 5, 1994 as Document Number 04-015566 in the Public Records of Cook County, Illinois. The interest of SMSA in the Lease Agreement was assigned to CCGT pursuant to that certain Assignment and Assumption Agreement dated June 25, 2001 and recorded September 18, 2001 as Document Number 0010865972 in the Public Records of Cook County, Illinois. Grantor is the successor in title to McClain (hereinafter, the Lease Agreement, as amended and/or assigned, is referred to as the “Lease”);

WHEREAS, Grantee is purchasing from Grantor a perpetual easement (“Easement”) over the Property and an assignment (the “Assignment”) of Grantor’s interest in the Lease;

WHEREAS, the Property is part of a parcel which is encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the “Security Instrument”) from Grantor in favor of Lender, including, without limitation, the Mortgage dated October 27, 2010 by and between Small Business Growth Corporation, an Illinois not-for-profit corporation (“SBGC”), as mortgagee, and Grantor, as mortgagor, and recorded November 3, 2010 as Document Number 1030722019 in the Public Records of Cook County, Illinois, as assigned to Lender by SBGC pursuant to that certain Assignment of Mortgage recorded November 3, 2010 as Document Number 1030722020 in the Public Records of Cook County, Illinois, and the Assignment of Leases and Rents dated October 27, 2010 and recorded November 3, 2010 as Document Number 1030722021 in the Public Records of Cook County, Illinois;

WHEREAS, the parties desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement and are willing to so agree on the terms and conditions hereafter provided;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. Consent. Lender consents to the Easement and Assignment.
2. Nondisturbance. So long as the Easement is in full force and effect and Grantee is not in material default of any of its terms, obligations, covenants or conditions under the Easement, Lender agrees for itself and its successors in interest and for any other person

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acquiring title to the Property through a conveyance (an “**Acquiring Party**”), that the right of possession of the Property and all other rights of Grantee under the Easement and Assignment shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument during the term of the Easement, by reason of a Conveyance as defined herein. For purposes of this agreement, a “**Conveyance**” shall mean any of the following, including, but not limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer, sale or conveyance of the Grantor’s interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Grantee agree that any Conveyance shall be made subject to the Easement, the Assignment and the rights of Grantee under the Easement and the Assignment and the parties shall be bound to one another and have the same remedies against one another for any breach of the Easement and the Assignment as such parties had before the Conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior land owner. Lender will not join any land owner as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Security Instrument and then only for such purpose and not for the purpose of terminating the Easement or voiding the Assignment.

3. Attornment. Upon receipt by Grantee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Easement or void the Assignment, to remain bound by the Easement and the Assignment and Grantee agrees to attorn to, accept and recognize Lender or any Acquiring Party as the land owner under the Easement pursuant to the provisions expressly set forth therein for the term of the Easement. The parties agree, however, to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. Release of Lease. To the extent the Security Instrument in any way includes the Lease or any other lease related to communications towers, antennas, and related equipment on the Property (the Lease and such other leases are collectively referred to herein as the “**Easement Leases**”), including the rents, profits, and revenue derived from the Easement Leases as security for the debt evidenced by the Security Instrument, the Easement Leases and the rents, profits, and revenue derived therefrom are hereby released and forever discharged from the lien evidenced by the Security Instrument and; it being intended that the Easement Leases and the rents, profits, and revenue derived therefrom, can, and shall be conveyed to Grantee by Grantor simultaneously with the execution of the Easement, free and clear of the lien evidenced by the Security Instrument. Furthermore, in the event Grantor has previously assigned any rights, rents, profits, and revenue from the Easement Leases to Lender, the Lender hereby reassigns such rights, rents, profits, and revenue to Grantee.

5. Limitation. This Agreement shall not apply to any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Property or any portion thereof regardless of the manner in which same are attached or affixed to the Property and Lender

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hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Grantee is authorized to remove said personal property.

6. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the Property whether directly or indirectly through Lender and to any assignees, licensees, agents, subleaseholders, tenants or subtenants of Grantee. Furthermore, in the event Grantee assigns its right to purchase the Easement and Assignment to a third party, Grantee shall have the right to assign its rights and interest in this Agreement to such third party without the consent of Lender and Grantor.

7. Notices. All notices which are required or permitted to be given or served hereunder shall be in writing and shall be deemed to have been given or served (a) by hand delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth above from time to time by serving written notice of the change upon the other parties hereto.

8. Counterparts. This Agreement may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Property is located.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

[Signature pages follow.]

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LENDER:



United States Small Business Administration,
an agency of the United States

By: [Signature]

Print Name: Michelle Ewan

Print Title: Supervisor

Date: 4/13/12

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

) SS

See attached certificate

On this, the _____ day of _____, 2012, before me _____,
Notary Public, the undersigned officer, personally appeared
_____, who acknowledged him/herself to be the
_____ of United States
Small Business Administration, an agency of the United States, and that he/she, being authorized
to do so, executed the foregoing Consent, Nondisturbance and Attornment Agreement for the
purposes therein contained.

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

Notary Public, State of _____, County of _____

My Commission Expires: _____

[SEAL REQUIRED]

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State of California)

)

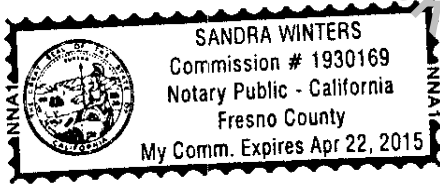
County of Fresno)

On APR 13 2012 before me, SANDRA WINTERS, a Notary Public, personally appeared MICHELLE SERANO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sandra Winters



SBA LOAN NAME: ACTIVE ROOFING CO.
SBA LOAN #: 3661645007
CONSENT, NONDISTURBANCE & ATTACHMENT AGREEMENT

UNOFFICIAL COPY**EXHIBIT A**
(Description of Property)**EASEMENT AREA:**

DESCRIBED AS BEGINNING AT SAID POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 32ND STREET AND THE SOUTHWESTERLY LINE OF SOUTH HOYNE AVENUE; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS WEST 360.75 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF 32ND STREET; THENCE NORTH 00 DEGREES 06 MINUTES 37 SECONDS WEST 35.78 FEET TO SAID NORTH LINE FOR THE PLACE OF BEGINNING; THENCE NORTH 17 DEGREES 20 MINUTES 25 SECONDS WEST 41.90 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST 68.55 FEET TO THE WEST FACE OF A BRICK BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 40.00 FEET ALONG SAID WEST FACE; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST 56.07 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

ACCESS EASEMENT:

DESCRIBED AS BEGINNING AT SAID POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 32ND STREET AND THE SOUTHWESTERLY LINE OF SOUTH HOYNE AVENUE; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS WEST 334.31 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF 32ND STREET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 23 SECONDS WEST 12.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 49 SECONDS WEST 35.74 FEET TO A POINT ON THE SOUTH LINE OF THE HEREON DESCRIBED LEASE SITE; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST 12.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00 DEGREES 04 MINUTES 49 SECONDS EAST 35.71 FEET TO SAID PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

DESCRIBED AS BEGINNING AT SAID POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 32ND STREET AND THE SOUTHWESTERLY LINE OF SOUTH HOYNE AVENUE; THENCE SOUTH 89 DEGREES 51 MINUTES 23 SECONDS WEST 311.94 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF 32ND STREET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 23 SECONDS WEST 8.12 FEET ALONG SAID NORTH LINE; THENCE NORTH 09 DEGREES 49 MINUTES 28 SECONDS EAST 36.21 FEET TO A POINT ON THE SOUTH LINE OF THE HEREON DESCRIBED LEASE SITE; THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST 8.12 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 09 DEGREES 49 MINUTES 28 SECONDS WEST 36.19 FEET TO SAID PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Parent Parcel Tax I.D. Numbers: 17-31-108-028-0000
17-31-101-016-0000
17-31-101-013-0000

Common Addresses: 2100 W. 32nd St., Chicago, Illinois 60608
2134 W. 32nd St., Chicago, Illinois 60608
2166 W. Bross Ave., Chicago, Illinois 60608

Property of Cook County Clerk's Office