

Prepared by and  
After recording, mail to:  
T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/CH91031A

## SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is made and entered into by and among First Bank of Highland Park, whose mailing address is 1835 First St. Highland Park, IL 60035 ("Lender"), T-Mobile Central, LLC, whose mailing address is 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006 ("Tenant"), and A.S.B. Properties, LLC, whose mailing address is 6624 N. Navajo Avenue Lincolnwood, IL 60712 ("Landlord").

### RECITALS

A. Landlord owns certain real property in Cook County, Chicago, IL, which is described in Exhibit "A" attached hereto and incorporated herein, together with all improvements thereon which is commonly known as 2000 W. Morse Ave., located at 2000 W. Morse Ave Chicago, IL 60645, (collectively, the "Property").

B. Pursuant to the terms of the Site Lease Agreement dated 10-31-2014 (the "Lease"), Landlord has leased a portion of the Property more particularly described in the Lease (the "Premises") to Tenant;

C. Landlord has received or requested a loan from Lender (the "Loan") to be secured by a mortgage or deed of trust upon the Property (the "Mortgage") and further secured by an assignment of rents payable under the Lease and Landlord's rights under the Lease;

D. Lender has required the subordination of Tenant's rights under the Lease and an agreement of attornment by Tenant as a material condition to making the Loan to Landlord; and

NOW, THEREFORE, in consideration of the mutual promises herein described and for other good and valuable consideration, the receipt of which is acknowledged, Landlord, Lender and Tenant agree as follows:

**1. Consent and Subordination.** Lender consents to the Lease and to Tenant's use and occupancy of the Leased Premises under the Lease. Subject to Paragraph 3 below, the Lease and all rights of Tenant under the Lease are subordinated to the lien of the Mortgage and to all the terms, conditions and provisions thereof, and the Mortgage shall remain superior to the Lease and to all of Tenant's rights under it regardless of any renewals, extensions, modifications or replacements thereof.

**2. Assignment of Rents.** Tenant acknowledges that in connection with the Loan, Landlord shall assign the rents under the Lease to Lender, and Tenant agrees with Landlord and Lender to make all rent and other payments required under the Lease directly to Lender on and after receipt by Tenant of a written notice from Lender that such rents should be paid to Lender. Landlord hereby authorizes Tenant to pay rents to Lender in reliance upon such notice without further inquiry by Tenant or authorization from Landlord. Landlord agrees that Tenant's payment of rent to Lender pursuant to such notice shall

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discharge the obligation of Tenant to make any such payment to Landlord.

3. **Nondisturbance.** So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Leased Premises and Tenant's rights and privileges under the Lease shall not be diminished or interfered with, and Tenant's occupancy of the Leased Premises shall not be disturbed, by Lender during the term of the Lease and any renewals or extensions. Lender further agrees that Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the obligation secured thereby. Notwithstanding the foregoing, if Tenant is an indispensable party in a foreclosure proceeding with respect to the Mortgage, Lender may so name or join Tenant if such naming or joining may be accomplished without in any way diminishing or otherwise affecting the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement or under the Lease.

4. **Attornment.** In the event Lender or another person or entity ("Successor Landlord"), obtains possession of the Premises as a result of foreclosure or deed in lieu of foreclosure, Tenant shall attorn to Successor Landlord as the landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time, upon the request of Successor Landlord, any instrument or certificate which, in its reasonable judgment, Successor Landlord deems to be necessary or appropriate in any such foreclosure proceeding or conveyance in lieu of foreclosure, to evidence such attornment. Following such attornment, Successor Landlord shall be deemed to have assumed all of Landlord's obligations under the Lease arising thereafter, together with obligations of an ongoing nature such as repair and maintenance, and the nondisturbance provisions of Paragraph 3 shall continue to apply.

5. **Notices.** All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized commercial overnight carrier, and shall be deemed received by the addressee three (3) days after postmarked, or in the case of an overnight carrier, one (1) day after deposited with the carrier, and addressed to the respective parties at their respective addresses set forth in the first paragraph of this Agreement or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

6. **Right to Cure Lease Defaults.** Tenant shall promptly notify Lender of any default by Landlord ("Landlord Default"). In the event of a Landlord Default, Tenant agrees to recognize any cure by Lender as a cure by Landlord but Lender shall have no obligation under this paragraph to remedy any Landlord Default.

7. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state where the Lease Premises is situated.

8. **General.** This Agreement may not be modified except by a written agreement signed by the parties hereto or their respective successors in interest. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions herein. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, including all Successor Landlords and their respective nominees. Between Lender and Tenant only, this Agreement shall supersede any provisions of the Lease which are in conflict or inconsistent with this Agreement.

9. **Authority.** Each of the undersigned hereby represents and warrants that its signature below is

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pursuant to proper and presently effective authorization.

10. **Counterparts.** This Agreement may be signed in counterparts, with each counterpart being an original and all together constituting a fully executed binding agreement.

11. **Effective Date.** This Agreement shall only be binding on Tenant if and when within forty-five (45) days after the later of Tenant's execution hereof, Tenant receives both; (a) a fully executed copy of this Agreement, and (b) proof the Mortgage was recorded.

In Witness Whereof, the parties hereto have caused this instrument to be executed as of the date of their respective acknowledgments to be effective for all purposes the 6<sup>th</sup> day of February 2015

**Lender: First Bank of Highland Park**

**Tenant: T-Mobile Central LLC**

By: [Signature]  
Name: Marcus D. Frye  
Title: Vice President  
Dated: 12/4/14

By: [Signature]  
Name: Faisal Afridi  
Title: Area Director, Engineering & Operations  
Dated: 2/6/15

**Landlord: A.S.B. Properties LLC**

By: [Signature]      [Signature]  
Name: Anna Basic      Stjepan Basic  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

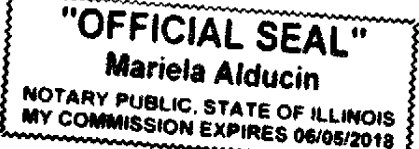
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## ACKNOWLEDGEMENT

STATE OF Illinois )  
 ) ss:  
COUNTY OF Cook )

On this 4 day of December, 2014, before me, the undersigned, a Notary Public in and for said District, personally appeared Marcus D'oye 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 upon behalf of which the individual acted, executed the instrument.

Mariela Alducin  
Notary Public



STATE OF Illinois )  
 ) ss:  
COUNTY OF Lake Cook )

On this 15th day of December, 2018, before me, the undersigned, a Notary Public in and for said District, personally appeared MARC BASIC 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 upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public



STATE OF Illinois )  
 ) ss:  
COUNTY OF Lake Cook )

On this 15th day of December, 2013, before me, the undersigned, a Notary Public in and for said District, personally appeared SERGEY BASIC 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 upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public



STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

On this 10th day of FEBRUARY, 2015, before me, the undersigned, a Notary Public in and for said District, personally appeared FAISAL Afridi 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 upon behalf of which the individual acted, executed the instrument.

Jessica Day  
Notary Public



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EXHIBIT A

## Legal Description

The Property is legally described as follows:

LOTS 13, 14, 15 AND 16 IN BLOCK 1 OF KEENYE'S ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF 55.487 ACRES NORTH OF AND ADJOINING THE SOUTH 45.63 ACRES OF THAT PART OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER (PIN): 11-31-116-045-0000

Property of Cook County Clerk's Office

Site Number: CI191031A  
Site Name: 2000 W. Morse Ave  
Market: TMO IL/WI

A-1

Site Lease - version 6.4.14