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Doc#: 1607508039 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/15/2016 09:21 AM Pg: 1 of 5

After recording, mail to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site Id: CH92048A

NONDISTURBANCE AND ATTORNMEN T AGREEMENT

This Nondisturbance and Attornment Agreement (the "Agreement") is made and entered into by and among Distinguished Dwellings, Ltd., whose mailing address is 637 W 58th Street, Hinsdale, Illinois 60521 ("Contractor"), T-Mobile Central LLC, a Delaware limited liability company, whose principal mailing address is 12920 SE 38th Street, Bellevue, WA 98006 ("Tenant"), and Never Again LLC 6250 S. Mozart, whose mailing address is 637 W. 58th Street, Hinsdale, IL 60521 ("Landlord").

RECITALS

A. Landlord owns certain real property in Chicago, Illinois, which is described in Exhibit "A" attached hereto and incorporated herein, together with all improvements thereon which is commonly known as 2832 West 63rd Street (collectively, the "Property");

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

C. Pursuant to the terms of a contract dated June 8, 2010, and recorded with the Office of the Recorder of Deeds for Cook County, Illinois on July 6, 2010 as Document No. 101674076 (the "Contract"), Contractor has provided materials and services to at the Property (the "Improvements"); and

D. Tenant requires that the Contractor agree not to disturb Tenant's possession of the Premises under the Lease as a result of any of Contractor's rights pursuant to the Contract, including without limitation any and all lien rights thereunder, as a material condition to entering into the Lease with Landlord.

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

1. **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 Premises and Tenant's rights and privileges under the Lease shall not be diminished or interfered with, and Tenant's occupancy of the Premises shall not be disturbed, during the term of the Lease and any renewals or extensions, by Contractor as a result of any foreclosure or deed-in-lieu of foreclosure in connection with the Contract and any lien or liens Contractor may have thereunder. Contractor further agrees that Tenant shall not be

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named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Contract or to enforce any rights under the Contract or the obligation secured thereby. Notwithstanding the foregoing, if Tenant is an indispensable party in a foreclosure proceeding with respect to the Contract, Contractor may so name or join Tenant if such naming or joinder 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.

2. **Attornment.** In the event Contractor 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, provided that Tenant is not in default under the Lease beyond all applicable notice, grace and cure periods at the time Successor Landlord obtains title to the Premises, Successor Landlord shall be deemed to have assumed all of Landlord's obligations under the Lease arising after Successor Landlord obtains title to the Premises, together with obligations of an ongoing nature such as repair and maintenance, and the nondisturbance provisions of Paragraph 1 shall continue to apply.

3. **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.

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

5. **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 Contractor and Tenant only, this Agreement shall supersede any provisions of the Lease which are in conflict or inconsistent with this Agreement.

6. **Authority.** Each of the undersigned hereby represents and warrants that its signature below is pursuant to proper and presently effective authorization.

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

8. **No waiver.** Tenant's failure to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time and from time to time thereafter and such rights shall be cumulative and not exclusive.

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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 ____ day of _____ 20__.

Contractor: Distinguished Dwellings Ltd.

Tenant: T-Mobile Central LLC

By: [Signature]

By: [Signature]

Name: Nicola A. DiLanda

Name: Faisal Afridi
Area Director, Engineering &

Title: President

Title: Operations

Dated: 12-30-14

Dated: 2/10/15

Landlord:

By: **Never Again LLC 6250 S. Mozart**

By: [Signature]

Name: Nicola A. DiLanda

Title: Manager

Dated: 12-30-14

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

The Property is legally described as follows:

LOTS 16 AND 17 IN BLOCK 15 IN COBE AND MCKINNON'S 63RD STREET AND SACRAMENTO AVENUE
SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2832 W. 63rd St, Chicago, IL 60631

PIN: 19-13-330-038-0000

Property of Cook County Clerk's Office

Site Number: CH92048A
Site Name: Never Again RT
Market: CH

A-1

Site Lease - version 6.4.14