

# UNOFFICIAL COPY



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/14/2018 10:40 AM PG: 1 OF 9

File No.: 180051221C NA

1 of 5

Subordination, Non-disturbance and Attornment Agreement

This page is added to provide adequate space for recording information and microfilming.  
Do not remove this page as it is now part of the document.

**PREPARED BY AND RETURN THIS DOCUMENT TO:**

Crown Castle  
Attn: Wendy Burkholder  
2000 Corporate Drive  
Cannonsburg, PA 15317

Chicago Title and Trust Company  
10 South LaSalle Street, Suite 3100  
Chicago, IL 60603

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Document No.
Parcel No.

**AFTER RECORDING, PLEASE RETURN TO:**

CROWN CASTLE  
 ATTN: WENDY BURKHOLDER  
 2000 CORPORATE DRIVE  
 CANONSBURG, PA 15317

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement"), dated this 4th day of May, 2018

by and between

Crown Castle Towers 09 LLC, a Delaware limited liability company, with a notice address of Crown Castle USA Inc., General Counsel, Attn: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "**Grantee**");

and

ExchangeRight Net Leased Portfolio 21, LLC a Iowa limited liability company, successor in interest to Thomas W. Brummel, whose address is 1055 E. Colorado Blvd. Ste. 310 Pasadena, CA 91106 (hereinafter "**Grantor**");

and

Barclays Bank PLC, a public company registered in England and Wales, with a principal place of business located at 745 Seventh Avenue New York, NY 10119 (hereinafter "**Lender**").

**RECITALS:**

**WHEREAS**, Grantee and Grantor entered into a Grant of Easement and Assignment of Lease dated February 11, 2013, as amended and assigned, (the "Easement") covering that certain real property located in Cook County, State of Illinois, more fully described on **Exhibit A** attached hereto and made a part hereof (the "Premises"), recorded July 1, 2013, Document Number 1318216106, in the Cook County Record of Deeds;

**WHEREAS**, the property, a part of which property contains the Premises, is to be 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;

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**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 to induce Lender to execute the Security Instrument and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. **Subordination.** So long as this Agreement will remain in full force and effect, the Easement is and will be subject and subordinate in all respects to the Security Instrument insofar as it affects the real property of which the Premises forms a part (but not Grantee's or other parties' trade fixtures and other personal property), to any and all advances to be made thereunder and to all renewals, extensions, modifications, consolidations and replacements thereof with the same force and effect as if the Security Instrument had been executed, delivered and duly recorded prior to the execution, delivery and recording of the Easement.

2. **Nondisturbance.** So long as the Easement is in full force and effect and Grantee is not in material default (beyond applicable notice and cure periods) 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 acquiring title to the real property of which the Premises forms a part through a conveyance (an "Acquiring Party"), that the right of possession of the Premises and all other rights of Grantee under the Easement 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, as said term may be renewed or extended pursuant to the provisions of the Easement or as said Premises may be expanded as specified in the Easement, by reason of a conveyance as defined herein. For purposes of this agreement, a conveyance shall include, but not be 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, and any other transfer, sale or conveyance of the Grantor's interest in the Premises 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 and the rights of Grantee under the Easement and the parties shall be bound to one another and have the same remedies against one another for any breach of the Easement as Grantee and Grantor had before conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior grantor. Lender will not join Grantee 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.

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, to remain bound under the Easement and Grantee agrees to attorn to, accept and recognize Lender or any Acquiring Party as the grantor under the Easement pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Easement and any extensions or expansions thereof as made pursuant to the Easement, subject to Grantee's express rights to terminate the Easement as provided

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therein. 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 attainment. [Grantee shall be under no obligation to pay rent to Lender or any Acquiring Party until such notice and reasonable supporting documentation are received.]

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

5. 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 real property of which the Premises forms a part whether directly or indirectly through Lender and to any assignees of Grantee which are permitted under the Easement.

6. 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.

7. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Premises are located.

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

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**GRANTEE:**

Crown Castle Towers 09 LLC, a Delaware limited liability company,

By: *Christina Pushic*  
 Print Name: Christina Pushic  
 Print Title: Real Estate Manager  
Midwest Area

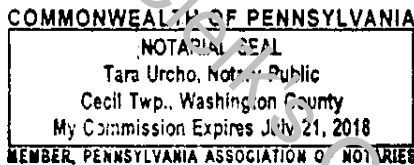
**ACKNOWLEDGEMENT**

Commonwealth of Pennsylvania,  
County of Washington

On this, the 2<sup>nd</sup> day of May, 2018, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Christina Pushic, who acknowledged him/herself to be the Real Estate Manager of Crown Castle Towers 09 LLC, a limited liability company, and that she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

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

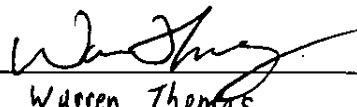
*Tara Urcho*  
 Notary Public



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**GRANTOR:**

Exchange Right Net Leased Portfolio 21,

By:   
Print Name: Warren Thomas  
Print Title: Manager

**ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Subordination, Nondisturbance and Attornment Agreement, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

*See attached*

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On May 9, 2018 before me, Kat Ju, Notary Public  
(insert name and title of the officer)

personally appeared Warren Thomas  
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 Kat Ju (Seal)

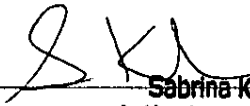


PROPERTY  
LOS ANGELES COUNTY CLERK'S OFFICE

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**LENDER:**

BARCLAYS BANK PLC, a public company registered in England and Wales

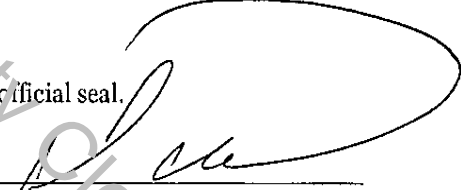
By:   
 Print Name: Sabrina Khabie  
 Print Title: Authorized Signatory

**ACKNOWLEDGEMENT**

State/Commonwealth of NEW YORK  
 County of NEW YORK

On this, the 11 day of MAY, 20 18, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Sabrina Khabie, who acknowledged him/herself to be the Authorized Signatory of BARCLAYS BANK PLC, and that he/she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

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

  
 Notary Public

MERCEDES OTERO  
 NOTARY PUBLIC-STATE OF NEW YORK  
 No. 010T6348943  
 Qualified In New York County  
 My Commission Expires 10-11-2020



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## EXHIBIT A

### EXHIBIT C - EASEMENT AREA AND ACCESS EASEMENT

A PART OF LOT 9 IN BLOCK 2 IN HOUGH AND REED'S ADDITION TO WASHINGTON HEIGHTS, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 73 DEGREES 41 MINUTES 38 SECONDS EAST 30.00 FEET ALONG THE NORTHERN LINE OF SAID LOT; THENCE SOUTH 15 DEGREES 05 MINUTES 09 SECONDS WEST 20.00 FEET; THENCE NORTH 73 DEGREES 41 MINUTES 38 SECONDS WEST 30.00 FEET TO THE WESTERN LINE OF SAID LOT; THENCE NORTH 15 DEGREES 05 MINUTES 09 SECONDS EAST 20.00 FEET ALONG SAID WESTERN LINE TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING ACCESS/UTILITY EASEMENT:

A PART OF LOTS 9 AND 10 IN BLOCK 2 IN HOUGH AND REED'S ADDITION TO WASHINGTON HEIGHTS, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERN LINE OF SAID LOT 9, WHICH POINT IS SOUTH 15 DEGREES 05 MINUTES 09 SECONDS WEST 20.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 73 DEGREES 41 MINUTES 38 SECONDS EAST 8.00 FEET; THENCE SOUTH 15 DEGREES 05 MINUTES 09 SECONDS WEST 9.00 FEET; THENCE NORTH 73 DEGREES 41 MINUTES 38 SECONDS WEST 8.00 FEET TO THE WESTERN LINE OF SAID LOT 10; THENCE NORTH 15 DEGREES 05 MINUTES 09 SECONDS EAST 9.00 FEET ALONG SAID WESTERN LINE OF LOTS 9 AND 10 TO THE POINT OF BEGINNING.

Part of Tax Parcel Identification Number: 25-08-304-042-0050  
Commonly known as: 9928 S. Vincennes Ave., Chicago, Illinois 60643

Clerk's Office