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Doc# 2012608051 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/05/2020 10:13 AM PG: 1 OF 7

**PREPARED BY:**  
LANDMARK DIVIDEND LLC  
P.O. BOX 3429  
EL SEGUNDO, CA 90245

**RETURN TO:**  
SOLIDIFI TITLE AND CLOSING LLC  
88 SILVA LN STE 210  
MIDDLETOWN, RI 02842-7634  
ORDER NO: LMD-1463125-C

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

## NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS (this "Agreement"), dated this 25th day of February, 2020, by and between SIGNATURE BANK ("Lender"), and A.S. MELROSE PARK BUILDING, LLC, a Colorado limited liability company ("Lessor"), and LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC, a Delaware limited liability company ("Landmark").

### WITNESSETH:

WHEREAS, Lessor, and certain tenant(s), are parties to a lease (the "Lease(s)") for a portion of the real property ("Leased Premises") as said real property is described in Exhibit "A" attached to this Agreement ("Real Property"); and

WHEREAS, Landmark and Lessor have entered into or propose to enter into a Lease Purchase Agreement (the "Purchase Agreement") which would, among other things, provide for the payment by Landmark of a lump sum to Lessor in exchange for an assignment by Lessor of all its right, title and interest in and to the Lease(s) more particularly described on Exhibit "B" hereto (the "Assigned Lease(s)") and a grant of an easement over the Leased Premises (the "Easement"); and

WHEREAS, Lender made or has agreed to make a loan to Lessor, secured by a Mortgage, Deed of Trust or other Security Agreement on the Real Property ("Mortgage"); and

WHEREAS, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Lender, Lessor and Landmark hereby agree as follows:

1. Non-Disturbance. So long as the Assigned Lease(s) and the Easement are not terminated, the use, possession or enjoyment of Leased Premises and/or the Easement by Landmark or its tenants, successors, assigns, mortgagees and secured creditors, including the collection of rents by Landmark, pursuant to the Assigned Lease(s), or from future leases or licenses of the Easement area ("Replacement Leases"), shall

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M Y  
SC Y  
E Y  
INT Dec

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not be interfered with nor shall the Easement be affected in any other manner, in any exercise of any power of sale in the Mortgage, or by foreclosure or any action or proceeding instituted under or in connection with the Mortgage or other remedial proceeding (including any proceedings under the Bankruptcy Code, 11 U.S.C. §101 et seq.), except that the person or entity acquiring the interest of the Lessor under the Easement as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior site owner; or (b) subject to any offsets or defenses which Landmark under the Purchase Agreement might have against the prior site owner. **Lender and Lessor specifically acknowledge that Landmark shall have the exclusive right to collect any and all rents due by tenant(s) under the Assigned Lease(s), or any Replacement Leases, and by execution of this instrument, any Assigned Leases, Replacement Leases, and the Easement are specifically released from (i) that certain Mortgage and Security Instruments by Lessor to and for the benefit of Lender dated as of July 31, 2019, and recorded on October 8, 2019, at Instrument No. 1928115057, (ii) that certain Assignment of Rents and Leases by Lessor to and for the benefit of Lender dated as of July 31, 2019, and recorded on October 8, 2019, at Instrument No. 1928115058 and (iii) any and all other security interests executed in connection with the aforesaid or otherwise securing the loan.**

2. Landmark Not To Be Joined In Foreclosure. So long as the Assigned Lease(s) and the Easement are not terminated, Lender will not join Landmark as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Assigned Lease(s) or the Easement.

3. Attornment. In the event the exercise of the power of sale in the Mortgage, or in the event of foreclosure of the Mortgage, or in event of a conveyance of the Lessor's Real Property in lieu of foreclosure, Landmark agrees to attorn to and accept the purchaser at the foreclosure sale or the Lender under the conveyance in lieu of foreclosure as the site owner for the balance then remaining of the term of the assignment subject to all terms and conditions of the Purchase Agreement and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Lessor. The rights and obligations of Landmark upon such attornment, shall be and are the same as now set forth in the Purchase Agreement.

4. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their respective heirs, administrators, representatives, successors and assigns, or any other person having an interest therein and any purchaser of the Site Owner's Property, including without limitation at or after a foreclosure sale or conveyance in lieu of foreclosure.

5. Provisions Binding: Authority. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Lessor and Landmark. The respective signatories for the parties to this Agreement represent and warrant to their respective counterparties that each is duly authorized to execute this Agreement on behalf of the party each signatory represents, and that said party is duly authorized to execute and deliver this Agreement.

6. Governing Law. This Agreement shall be interpreted and governed by the laws of the State in which the Lessor's Real Property is located.

7. Counterparts. This Agreement may be signed in multiple counterparts, each of which is an original, but all of which comprise one Agreement.

(SIGNATURE PAGES FOLLOW)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**LENDER:**

**SIGNATURE BANK**

By: [Signature]  
Printed Name: Samira Beckman  
Title: [Signature]

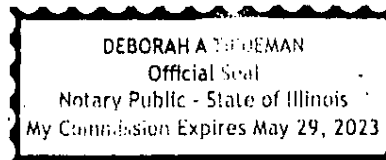
STATE OF IL )  
COUNTY OF Cook ) ss.

On October 31, 2019, before me, James Bolman, a Notary Public in and for said County and State, personally appeared SVP, 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 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 IL that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

[Signature]  
Notary Public  
My Commission Expires: 5/29/23



[SEAL]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**LESSOR:**

**A.S. MELROSE PARK BUILDING, LLC,**  
a Colorado limited liability company

By: [Signature]  
Name: Carl Schanstra AKA Charles E Schanstra  
Its: Manager

STATE OF ILLINOIS )  
COUNTY OF DuPage ) ss.

On February 21, 2020, before me, Holly M. Biset, a Notary Public in and for said County and State, personally appeared CHARLES E. Schanstra, 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 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 ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.  
Holly M. Biset  
Notary Public  
My Commission Expires: 7-11-2020

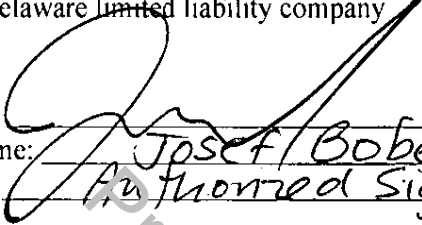


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**LANDMARK:**

**LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,**  
a Delaware limited liability company

By:   
Name: Josef Bobek  
Its: Authorized Signatory

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

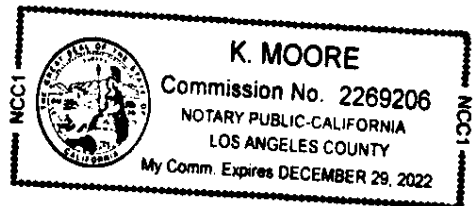
On February 24, 2020 before me, K. Moore (here insert name and title of officer), personally appeared Josef Bobek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed 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 

(Seal)



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## EXHIBIT "A"

### Real Property Legal Description

The land referred to herein below is situated in the County of Cook, City of Melrose Park, State of Illinois, and is described as follows:

#### Parcel 1:

A parcel of land being a part of Lot 4 in Block 2 of Franklin Farms, being a subdivision of the North 1/2 of the South East 1/4 and the West 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian, lying South of the Indian boundary line except that part taken for railroad, described as follows: Beginning at a Point in the North line of the South 300 feet of the North 468.66 feet of said Lot 4, a distance of 13.21 feet West of the North and South center line of the West 1/2 of the West 1/2 of the South East 1/4 of said Section; thence East along the North line of the South 300 feet of the North 468.66 feet of said Lot 4, a distance of 3.21 feet to a point 10.00 feet West of the North and South center line of the West 1/2 of the West 1/2 of the South East 1/4 of said Section, thence North along a line 10.00 feet West and parallel with said North and South center line a distance of 34.18 feet to a point of tangency thence Southwesterly along an arc of a circle convex to the Southeast and having a radius of 183.18 feet a distance of 34.37 feet to the point of beginning in Cook County, Illinois.

#### Parcel 2:

The North 234 feet of the South 300 feet of the North 468.66 feet of that part of Lot 4 in Block 2 in Franklin Farms, being a subdivision of the North 1/2 of the South East 1/4 and the West 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian, lying South of the Indian boundary line (except that part taken for railroad) lying East of the East line of 17th Avenue being a line 33 feet East of and parallel with the West line of said Lot 4 and lying West of a line 10 feet West of and parallel with the North and South center lines of the West 1/2 of the West 1/2 of the Southeast 1/4 of Said Section 34 in Cook County Illinois.

Less and except all that portion described, lying East of the Railroad right-of-way.

Parcel Id #12-34-400-022-0000

Real Property Mailing Address: 2001 N. 17th Avenue, Melrose Park, IL 60160-1347.

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## EXHIBIT "B"

### Description of Assigned Lease(s)

That certain Site Agreement dated December 1, 1996, by and between 2001 N. 17<sup>th</sup> Avenue L.L.C., an Illinois limited liability company ("Landlord"), and VB Midwest I LLC, a Delaware limited liability company, as successor in interest to PrimeCo Personal Communications, L.P. ("Tenant"), for the property located at 2001 N. 17th Avenue, Melrose Park, IL 60160, for which a Memorandum of Agreement is duly recorded on February 10, 1997, as Instrument No. 97094204, of the Cook County Registry.

Property of Cook County Clerk's Office