

# UNOFFICIAL COPY

Doc#: 2030512227 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 11/02/2020 02:28 PM Pg: 1 of 7

Parcel No. 14-05-200-001-0000 and 14-05-200-002-0000
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**AFTER RECORDING, PLEASE RETURN TO:**

Crown Castle AS LLC  
c/o Crown Castle USA Inc.  
General Counsel  
Attn: Legal-Real Estate Dept.  
2000 Corporate Drive  
Canonsburg, PA 15317  
BU# 831191

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement"), dated this 29<sup>th</sup> day of September, 2020

by and between

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

and

Algonquin Venture Real Estate, LLC, an Illinois limited liability company, whose mailing address is 1420 Techny Road, Northbrook, Illinois 60062 (hereinafter "**Landlord**");

and

Heartland Bank and Trust Company, an Illinois banking corporation, with a principal place of business located at 4456 Wolf Road, Western Springs, IL 60558 (hereinafter "**Lender**").

**RECITALS:**

**WHEREAS**, Tenant and Landlord entered into a Rooftop Lease dated September 29<sup>th</sup> 2020 (the "**Lease**") 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**");

**WHEREAS**, the property, a part of which property contains the Premises, is encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "**Security Instrument**") from Landlord 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 Lease 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 Tenant'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 Lease.

2. Nondisturbance. So long as the Lease is in full force and effect and Tenant is not in material default (beyond applicable notice and cure periods) of any of its terms, obligations, covenants or conditions under the Lease, 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 Tenant under the Lease 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 Lease, as said term may be renewed or extended pursuant to the provisions of the Lease or as said Premises may be expanded as specified in the Lease, 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, the termination of any superior lease of the Premises and any other transfer, sale or conveyance of the Landlord'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 Tenant agree that any conveyance shall be made subject to the Lease and the rights of Tenant under the Lease and the parties shall be bound to one another and have the same remedies against one another for any breach of the Lease as Tenant and Landlord had before conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior landlord. Lender will not join Tenant 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 Lease.

3. Attornment. Upon receipt by Tenant of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Lease, to remain bound under the Lease and Tenant agrees to attorn to, accept and recognize Lender or any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease and any extensions or expansions thereof as made pursuant to the Lease, subject to Tenant's express rights to terminate the Lease as provided therein. The parties agree,

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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. Tenant 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 Tenant 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 or subtenants of Tenant which are permitted under the Lease.

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.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

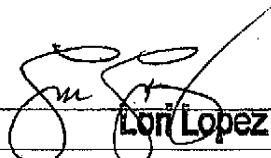
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IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

**TENANT:**

CROWN CASTLE AS LLC,  
a Delaware liability company

By:

  
\_\_\_\_\_  
Lori Lopez  
\_\_\_\_\_  
Sr. REA Transaction Manager

Print Name:

Print Title:

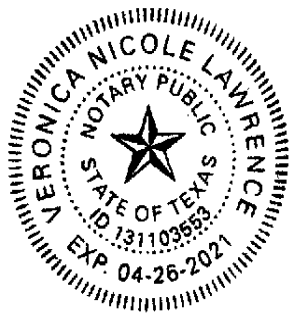
ACKNOWLEDGEMENT

State/Commonwealth of Texas  
County of Harris

On this, the 29 day of Sept, 20\_\_\_\_, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Lori Lopez [signer's name], who acknowledged him/herself to be the Sr. REA Transaction Manager [title] of CROWN CASTLE AS LLC, a Delaware limited liability company, 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.

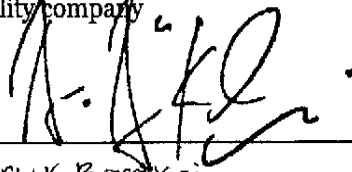
  
\_\_\_\_\_  
Notary Public



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**LANDLORD:**

ALGONQUIN VENTURE REAL ESTATE, LLC,  
an Illinois limited liability company



By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Doruk Borecki

Print Title: \_\_\_\_\_

Managing Member

**ACKNOWLEDGEMENT**

State/Commonwealth of Illinois  
County of Lake

On this, the 24<sup>th</sup> day of August, 2020, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Doruk Borecki [signer's name], who acknowledged him/herself to be the Managing Member [title] of Algonquin Venture Real Estate, LLC, an Illinois limited liability company, 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.


Danielle Rausch  
Notary Public



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**LENDER:**

HEARTLAND BANK AND TRUST COMPANY,  
an Illinois banking corporation

By:   
Print Name: JOSEPH MOE  
Print Title: ASSISTANT VICE PRESIDENT

**ACKNOWLEDGEMENT**

State/Commonwealth of Illinois  
County of Cook

On this, the 20<sup>th</sup> day of August, 2020 before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Joseph Moe [signer's name], who acknowledged him/herself to be the Assistant Vice President [title] of Heartland Bank and Trust Company, 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



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**EXHIBIT A**  
**Description of Premises**

**A portion of the Property located at Lots 25 and 26 in Block 4 in Cochran's Second Addition to Edgewater, a Subdivision of the East Fractional ½ of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.**

Property of Cook County Clerk's Office