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This instrument prepared by
(and after recording return to)

1991 DEC 31 AM 10: 29

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Janet A. Stiven
Rooks, Pitts and Poust
55 West Monroe Street
Suite 1500
Chicago, IL 60603

DI 73 13 753

SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT made as of the 11th day of DECEMBER, 1991, by and between CHICAGO SMSA LIMITED PARTNERSHIP (hereinafter "Tenant"), and NBD HIGHLAND PARK BANK, N.A., formerly known as First National Bank of Highland Park (hereinafter "Lender").

WITNESSETH:

WHEREAS NBD Trust Company of Illinois, as successor Trustee to NBD Highland Park Bank, N.A., formerly known as the First National Bank of Highland Park, as Trustee under Trust Agreement dated August 19, 1986 and known as Trust Number 4172 - HP (hereinafter "Landlord") Tenant have executed a certain Lease Agreement dated September 18, 1991, (the "Lease"), pursuant to which Landlord leased the Premises (the "Premises") described on Exhibit A attached hereto and by reference incorporated herein to Tenant for a term of years with extension rights all as more fully described in the Lease; and

WHEREAS, Landlord (or Landlord's predecessor-in-interest) has mortgaged certain real property legally described in Exhibit B attached hereto and by reference incorporated herein (the "Mortgaged Property") of which the Premises constitute all or part of certain Mortgages (the "Mortgages") to the Lender dated (i) November 12, 1986, and recorded with the Recorder of Cook County, State of Illinois on December 4, 1986 (as Document No. 86580158) and extended by Extension Agreement between Lender and Landlord dated November 15, 1987 and recorded with the Cook County Recorder on February 20, 1990 as Document No. 90081604 and filed as Document Number 3861280 securing the payment of a promissory note dated November 12, 1986, in the amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) (the "\$1,250,000.00 Note"); (ii) March 15, 1988, and recorded with the Recorder of Cook County, State of Illinois, on March 30, 1988 (as Document No. 88130427) and recorded on December 20, 1988 as Document No. 88584552, securing the payment of a promissory note dated March 15, 1988, in the amount of Two Million Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00) (the "\$2,250,000.00 Note"); (iii) January 4, 1989, and recorded with the Recorder of Cook County, State of Illinois, on March 2, 1989 (as Document 89093064) securing the payment of a promissory note dated January 4, 1989, in the amount of Two Million and 00/100 Dollars (\$2,000,000.00) (the

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"\$2,000,000.00 Note"); and (iv) September 14, 1990, and recorded with the Recorder of Cook County, State of Illinois, on March 27, 1991 (as No. Document 91135575), extended by terms of an Extension Agreement dated February 15, 1991, recorded on April 9, 1991 as Document No. 91159742, to secure payment of a promissory note dated September 14, 1990 in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) (the "\$3,000,000.00 Note") (the \$1,250,000.00 Note, the \$2,250,000.00 Note, the \$2,000,000.00 Note and the \$3,000,000.00 Note are collectively referred to herein as "the Notes") all executed by Landlord (or Landlord's predecessor-in-interest) to the order of Lender upon terms and conditions as more fully set forth in the Notes and Mortgages; and

WHEREAS, Tenant desires to insure its peaceful and quiet use and enjoyment of the Premises as a telecommunications site or such other use as Tenant may deem desirable and is permitted under the Lease; and

WHEREAS, Tenant and Lender are willing to agree that the Lease shall be subject and subordinate to the Mortgages but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of any of the Mortgages made by the Landlord covering, or in the event Lender otherwise succeeds to Landlord's interest with respect to, any part of the Premises.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Tenant and Lender agree as follows:

1. **Subordination.** The Lease shall be, and the same is hereby, made subject and subordinate to the Mortgages and to all the terms, conditions and provisions thereof.

2. **Non-Disturbance.** In the event any proceedings are brought by Lender (a) to foreclose any of the Mortgages or (b) to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and, provided the Tenant is not then in default in the payment of rent or in the performance of any of the terms, conditions or covenants of the Lease, Tenant and Lender agree, that the Lease (including any extensions thereof and any options to purchase or rights of first refusal contained therein) shall in accordance with all its terms, covenants and conditions (which are incorporated herein by reference) remain in full force and effect as a direct indenture of lease between Lender and Tenant, with the same force and effect as if originally entered into with Lender, and Tenant's possession of the Premises and Tenant's rights and privileges under the Lease and any extensions thereof shall not be diminished, interfered with or disturbed by Lender by such foreclosure under the Mortgages or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

3. **Attornment.** In the event of any such foreclosure or succession to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and the resulting succession to the interests of Landlord by Lender or by any purchaser of said interests through foreclosure sale (which Lender or purchaser shall hereinafter be referred to as the "Successor Landlord"), Tenant

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shall attorn to and shall be bound to Successor Landlord under all of the terms, covenants and conditions in the Lease for the balance of the term of the Lease including any extension or extensions thereof without the execution of any further instrument on the part of the parties hereto.

4. **Notices.** Whenever in this Agreement or in any proceedings involving the foreclosure or attempt to foreclose pursuant to the Mortgage, it shall be required or desired that notice or demand be given or served by any party, such notice or demand shall be in writing and be deemed to have been given or served two (2) business days after being mailed, postage prepaid, by certified or registered mail or when delivered in person and addressed as follows:

TENANT:

CHICAGO SMSA LIMITED PARTNERSHIP
c/o Ameritech Mobile Communications, Inc.
1515 Woodfield Road - Suite 1400 East
Schaumburg, Illinois 60173
(Attn: Vice President-General Counsel
and Real Estate Manager)

WITH A COPY TO:

Janet A. Stiven
Rooks, Pitts and Poust
55 West Monroe Street
Suite 1500
Chicago, IL 60603

LENDER:

NBD Highland Park Bank, N.A.
formerly known as First National Bank of Highland
Park
513 Central Avenue
Highland Park, IL 60035
Attention: Glenn D. Gustafson

or to such other addresses as may hereinafter be designated by any party by proper notice to the others.

5. **Successors and Assigns.** The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.

6. **Release.** This Agreement shall remain in full force and effect until such time as the Mortgage is released of record.

7. **Recording.** The parties hereto agree that this Agreement may be recorded in the public records of Cook County, Illinois.

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

LENDER:

NBD HIGHLAND PARK BANK, NA.
formerly known as First National
Bank of Highland Park

By: [Signature]
Name: BEAN D. FOSTER
Title (if any): VICE PRESIDENT

TENANT:

Chicago SMSA Limited Partnership,
an Illinois limited partnership
By its general partner,
Ameritech Mobile Phone Service of Chicago,
Inc., an Illinois corporation

By: [Signature]
Name: ROGER J. PACHUTA
Title: Vice President

ATTEST:

By: [Signature]
Name: TAMMIE GICKSIEWICZ
Title (if any): Asst Vice President

ATTEST:

By: [Signature]
Name: ROBERT N. REILAND
Title (if any): Assistant Secretary

Date: 10-22-91

Date: DECEMBER 11, 1991

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EXHIBIT A

(The Premises)

(Should Include Access and Utility Easements)

ANCI EQUIPMENT ROOM LEASE SITE

A portion of an existing building located within Lot "D" in Koester and Zander's Section Line Subdivision of the North West 1/4 of the North West 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the North East corner of Lot "D" aforesaid; thence North 88 degrees 03 minutes 34 seconds West, along the North line of Lot "D", for a distance of 29.22 feet; thence South 00 degrees 35 minutes 51 seconds West, for a distance of 0.78 feet to the Point of Beginning; thence continuing along a prolongation of the last described course, for a distance of 18.50 feet; thence South 88 degrees 32 minutes 43 seconds East, for a distance of 0.76 feet; thence South 01 degrees 27 minutes 17 seconds West, for a distance of 2.40 feet; thence North 88 degrees 32 minutes 43 seconds West, for a distance of 21.73 feet; thence North 00 degrees 35 minutes 51 seconds East, for a distance of 21.00 feet; thence South 88 degrees 32 minutes 43 seconds East for a distance of 21.00 feet to the Point of Beginning, containing 443 square feet, more or less, in Cook County, Illinois.

ANCI EXTERIOR TOWER LEASE SITE

A parcel of land adjoining an existing building located within Lot "D" in Koester and Zander's Section Line Subdivision of the North West 1/4 of the North West 1/4 of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the North East corner of Lot "D" aforesaid; thence North 88 degrees 03 minutes 34 seconds West, along the North line of Lot "D", for a distance of 29.22 feet; thence South 00 degrees 35 minutes 51 seconds West, for a distance of 19.38 feet; thence South 88 degrees 32 minutes 43 seconds East, for a distance of 0.76 feet; thence South 01 degrees 27 minutes 17 seconds West, for a distance of 2.40 feet to the Point of Beginning; thence continuing along the last described course for a distance of 17.30 feet; thence North 88 degrees 32 minutes 43 seconds West, for a distance of 14.50 feet; thence North 01 degrees 27 minutes 17 seconds East, for a distance of 17.30 feet; thence South 88 degrees 32 minutes 43 seconds East, for a distance of 14.50 feet to the Point of Beginning, containing 251 square feet, more or less, in Cook County, Illinois.

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EXHIBIT A (cont.)

AMCI UTILITY EASEMENT

A parcel of land for Utility Easement purposes located within Lot "D" in Koester and Zander's Section Line Subdivision of the North West 1/4 of the North West 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the North East corner of Lot "D" aforesaid; thence South 01 degrees 22 minutes 31 seconds West along the East line of Lot "D", for a distance of 70.22 feet for a Point of Beginning; thence continuing along the last described course, for a distance of 15.00 feet; thence North 30 degrees 51 minutes 10 seconds West, for a distance of 75.35 feet; thence South 88 degrees 32 minutes 43 seconds East, for a distance of 9.47 feet; thence South 30 degrees 51 minutes 10 seconds East, for a distance of 57.60 feet to the Point of Beginning, containing 532 square feet, more or less, in Cook County, Illinois.

INGRESS AND EGRESS EASEMENT

A parcel of land for Ingress and Egress purposes located within the South 80.00 feet of the West 213.00 feet of the East 313.00 feet of the North West 1/4 of the North West 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian. Also, within Lot "D" in Koester and Zander's Section Line Subdivision of the North West 1/4 of the North West 1/4 of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, as recorded January 26, 1915, as Document No. 5567610, more particularly described as follows:

Beginning at a Point of Intersection of the South line of the North West 1/4 of Section 27 aforesaid with the East Right-of-Way line of Knox Avenue, said point being 313.00 feet Westerly of the East line of the North West 1/4 of the North West 1/4 of Section 27 aforesaid; thence South 88 degrees 03 minutes 25 seconds East along the South line of the North West 1/4 of the North West 1/4 of Section 27 aforesaid, for a distance of 185.63 feet to a Tangential Curve to the left having a radius of 17.00 feet for an Arc Distance of 26.87 feet; thence North 01 degrees 22 minutes 31 seconds East parallel with and 110.00 feet Westerly of an assumed perpendicular to the East line of the North West 1/4 of the North West 1/4 of Section 27 aforesaid, for a distance of 289.30 feet; thence North 88 degrees 32 minutes 43 seconds West, for a distance of 12.00 feet; thence South 01 degrees 22 minutes 31 seconds West, for a distance of 15.01 feet; thence South 46 degrees 27 minutes 17 seconds West, for a distance of 7.08 feet; thence North 88 degrees 32 minutes 43 seconds West, for a distance of 13.73 feet; thence South 01 degrees 27 minutes 17 seconds West, for a distance of 12.00 feet; thence South 88 degrees 32 minutes 43 seconds East, for a distance of 15.74 feet; thence South 43 degrees 35 minutes 08 seconds East, for a distance of 7.09 feet; thence South 01 degrees 22 minutes 31 seconds West, for a distance of 252.31 feet to a Tangential Curve to the right having a radius of 5.00 feet for an Arc Distance of 7.90 feet; thence North 88 degrees 03 minutes 25 seconds West, parallel with and 12.00 feet Northerly of an assumed perpendicular to the South line of the North West 1/4 of the North West 1/4 of Section 27 aforesaid, for a distance of 183.95 feet, said point being on the East Right-of-Way line of Knox Avenue; thence South 01 degrees 22 minutes 31 seconds West, for a distance of 12.00 feet to the Point of Beginning, containing 6185 square feet, more or less, in Cook County, Illinois.

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EXHIBIT B

(The Mortgaged Property)

PARCEL 1:

LOTS 'A', 'B', 'C' AND 'D' IN ROESTER AND SANDER'S SECTION LINE SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND also

That Part of the West 5.00 feet of the East 100.00 feet of the North West 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, lying South of the Easterly Extension of the North Line of Lot C in Roester and Sander's Section Line Subdivision, and lying North of the Easterly Extension of the South Line of Lot D in Roester and Sander's Section Line Subdivision, except for the southerly 32.07 feet of Lot D, all in Cook County, Illinois

PARCEL 2:

THE SOUTH 50 FEET OF THE WEST 313 FEET OF THE EAST 313 FEET OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

THE NORTH 33 FEET OF THE WEST 313 FEET OF THE EAST 313 FEET OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO

THE EAST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 (EXCEPT THE NORTH 33 FEET THEREOF) AND EXCEPT THE WEST 169 FEET OF THE NORTH 1/2 THEREOF AND EXCEPT THAT PART COMPLETED FROM EITHER END OF THE CHICAGO AND NORTHWESTERN RAILROAD AND EXCEPT THE WEST 33 FEET AND EXCEPT THE NORTH 33 FEET OF THE WEST 169 FEET OF THE SOUTH 1/2 OF DIVULSLEY AVENUE IN SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

LOTS 143 AND 144 IN ROESTER AND SANDER'S SECTION LINE SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4 LOTS 1, 2, 3, 4 AND 5, 25 26, 27, 28, 29, 30, 31, 32 AND 33 AND ALL OF THE NORTH AND SOUTH 15 FOOT ALLEY NOW TERMINATED LYING WEST OF AND ADJOINING LOTS 1 20 3 AND EAST OF AND ADJOINING LOT 33 AND EAST OF THE EAST LINE OF LOT 33 EXTENDING SOUTH TO THE SOUTH LINE OF THE TERMINATED 15 FOOT ALLEY SOUTH AND ADJOINING SAID LOT 33, in Cook County, Ill.

PARCEL 5

LOT 16 (EXCEPTING THEREFROM THE EAST 33 FEET THEREOF) AND LOTS 17, 18, 19, 20, 21, 22, 23 AND 24 AND ALL OF THE EAST AND WEST 15 FOOT ALLEY NOW TERMINATED LYING NORTH OF AND ADJOINING THE WEST 1/2 OF LOT 16 AND LOTS 17 AND 18 AND LYING SOUTH OF AND ADJOINING LOTS 23, 24, 25, 26, 27, 28 AND 29 in block 7 in S.S. Hayes' Kelvin Grove A to Chicago, a subn of the SW 1/4 of Section 27, Township 40 North, Range 13, East of PARCEL 6 (3rd P.M., Accty to plat thereof rec'd 9/10/77) as Doc (125111) in Book 5 of plats, page 108, in Cook County, Ill. THE EAST AND WEST 15 FOOT ALLEY NOW TERMINATED LYING SOUTH AND ADJOINING LOTS 25, 26, 27, 28, 29, 30, 31, 32 AND 33, in Cook County, Ill.

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13-27-103-002
3043 N Knox Chicago
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CHICAGO SMSA LIMITED PARTNERSHIP ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, Betty Jane Joiner, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Robert J. Pachuta, personally known to me to be the Vice President of Ameritech Mobile Phone Service of Chicago, Inc., an Illinois corporation and personally known to me to be the Assistant Secretary of said corporation, which corporation is sole general partner of CHICAGO SMSA LIMITED PARTNERSHIP, an Illinois limited partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, as the free and voluntary act and deed of said corporation, and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

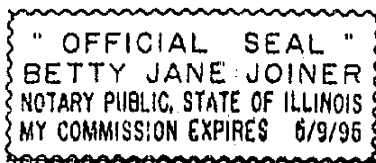
Robert N. Reiland

Given under my hand and Notarial Seal this 11th day of DECEMBER, 1991.

Betty Jane Joiner
Notary Public

My commission expires:

5-9-95



CORPORATE ACKNOWLEDGMENT

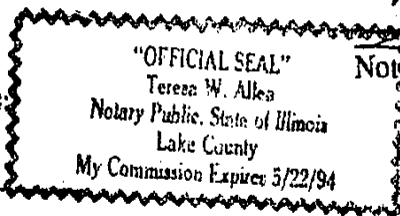
STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

I, Teresa W. Allen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Glenn D. Gustafson personally known to me to be the Vice President of NBD Highland Park Bank, N.A., an Illinois corporation, and Tammy Grieszewicz, personally known to me to be the Assist. Vice Pres Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assist. Vice Pres Secretary, they signed and delivered the said instrument as Vice President and Assist. Vice Pres Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22nd day of October, 1991.

My commission expires:

5/22/94



Teresa W. Allen
Notary Public