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NON-DISTURBANCE, CONSENT AND ATTORNEYMENT AGREEMENT - SITE 191 - WILLOW SPRINGS, ILLINOIS

THIS AGREEMENT, dated as of the 1st day of November 1991, is by and between FIRST ILLINOIS BANK AND TRUST f/k/a FIRST ILLINOIS BANK OF LA GRANGE (the "Mortgagee") having its offices at 14 So. LaGrange Rd., LaGrange, IL, and CELLULAR ONE®- CHICAGO, a division of SOUTHWESTERN BELL MOBILE SYSTEMS, INC., a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, an Illinois corporation (the "Lessee"), having its offices at 840 East State Parkway, Schaumburg, Illinois 60173.

PRELIMINARY STATEMENTS

A. The Lessee shall execute a certain Site Agreement dated 11/1/91, 1991 (the "Lease") with JOHN BENGSIK AND SANDY BENGSIK (collectively the "Lessor"), concerning a certain parcel of real estate (the "Real Estate") situated in the Village of Lemont in the County of Cook and State of Illinois, described in Exhibit A attached hereto and made a part hereof, whereby Lessor has demised and leased the Real Estate, together with all right, title and interest of Lessor in and to all easements, privileges and other appurtenances pertaining thereto (which Real Estate and the aforesaid right, title and interest of Lessor shall hereinafter collectively be called the "Premises"), and Lessor has granted and conveyed to Lessee certain easements appurtenant to the Premises (the "Easements"), described specifically in the Lease, all for the Term and under the terms and conditions contained in the Lease.

B. The Mortgagee holds two (2) mortgages on a portion of the real estate of which the Easements are a part, which portion of real estate is described in Exhibit A attached hereto and made a part hereof as "First Illinois Real Estate". One mortgage dated February 27, 1990 was recorded in the Cook County Recorder's Office on March 13, 1990 as Document Number 90112233. The other mortgage dated July 6, 1988 was recorded July 20, 1988 as Document Number 88318684. The Mortgagee has or may have rights and interests as lender, mortgagee, assignee and/or secured party, or otherwise, under said mortgages and/or other instruments. Said mortgages and such other instruments, if any, are hereinafter collectively called the "Mortgages."

C. The Lessee and the Mortgagee desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement.

TERMS OF THIS AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, the Mortgagee and the Lessee agree as follows:

1. The Mortgagee does hereby consent to the Lease and the Lessor's execution thereof.

2. The Lease shall be recognized by the Mortgagee, its successors and assigns, and all of the rights of the Lessee under the Lease shall remain in full force and effect during the Term (as such term is defined in the Lease).

3. Provided the Lessee is not in default under the Lease (beyond any period given the Lessee in the Lease to cure defaults), then:

(a) The Lessee's right to possession of the Premises, the Lessee's right to use of the Easements, and the Lessee's other rights arising out of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgages or the Notes secured by the Mortgages. Further, the Lessee shall not be named or joined as a party defendant or otherwise in any foreclosure of the lien of the Mortgages or in any other action or proceeding to foreclose or terminate the interest of the Lessor or enforce the Mortgages or any of the rights under the Mortgages or the Note or Notes secured by the Mortgages nor in any other way be deprived of its rights under the Lease by the Mortgagee or any person or entity acting by, through or under the Mortgagee. In the event of foreclosure or any enforcement of the Mortgages or any of the rights under the Mortgages or the Notes secured by the Mortgages, Lessee's rights under the Lease shall expressly survive and the Lease shall in all respects continue in full force and effect.

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(b) In the event the Mortgagee or any other person or entity acquires title to the Easement Areas (as defined in the Lease) pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding or transaction. The Mortgagee covenants that any sale by it of the Easement Areas as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of the Lessee under the Lease, and the Lessee covenants and agrees to attorn to the Mortgagee, or such other person or entity, as the new Lessor, and the Lease shall continue in full force and effect as a direct Lease between the Lessee and the Mortgagee, or such other person or entity, upon all of the terms, covenants, conditions and agreements set forth in the Lease.

4. The Lease shall be subject and subordinate to the lien of the Mortgage.

5. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, the Lessee agrees to execute and deliver to the Mortgagee, or to any other person or entity to whom the Lessee has hereby agreed to attorn, such other instruments as either shall reasonably request in order to comply with the provisions of this Agreement.

6. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

7. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties or their authorized representatives or officers have executed this Agreement as of the day and date first above written.

MORTGAGEE:

FIRST ILLINOIS BANK AND TRUST

By: _____
Its: _____

Attorne: William A. Altholmer
Its: Attorney

LESSEE:

CELLULAR ONE®- CHICAGO, A DIVISION OF
SOUTHWESTERN BELL MOBILE SYSTEMS, INC.

By: _____
Its: Vice President -
Network Operations

This instrument was prepared by:

Laurence B. Dobkin
Altholmer & Gray
10 South Wacker Drive
Suite 3800
Chicago, Illinois 60606

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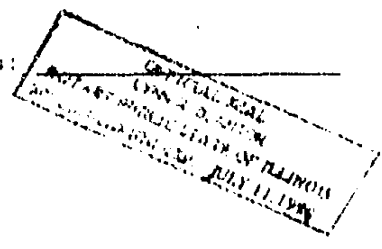
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Myself, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 17th day of December, 1991, by Mr. John, personally known to me to be the President of CELLULAR ONE® CHICAGO, a division of SOUTHWESTERN BELL MOBILE SYSTEMS, INC., a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, on behalf of the corporation.

Myself
Notary Public

My Commission Expires: _____



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EXHIBIT A TO NONDISTURBANCE.

CONSENT AND ATTORNMENT AGREEMENT

Common address or approximate location of Premises:

13075 Chicago Joliet Road, Lemont, Illinois 60439

Legal Descriptions:

REAL ESTATE DESCRIPTION

THAT PART OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FOURTEEN, TOWNSHIP THIRTY-SEVEN NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN, THENCE SOUTH 00°-00'-00" WEST, BEING AN ASSUMED BEARING ON THE WEST LINE OF THE WEST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FOURTEEN, A DISTANCE OF 711.17 FT.; THENCE NORTH 90°-00'-00" EAST A DISTANCE OF 28.12 FT. TO THE POINT OF BEGINNING; THENCE NORTH 00°-00'-00" EAST A DISTANCE OF 50.0 FT. THENCE NORTH 90°-00'-00" EAST A DISTANCE OF 50.0 FT.; THENCE SOUTH 00°-00'-00" WEST A DISTANCE OF 50.0 FT.; THENCE SOUTH 90°-00'-00" WEST A DISTANCE OF 50.0 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

FIRST ILLINOIS REAL ESTATE

THE WEST 72.52 FEET OF LOT IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.70 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4, TOGETHER WITH THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT LOTS 1 TO 5, BOTH INCLUSIVE, OF CHRISTIAN BOE'S SUBDIVISION OF CERTAIN PARTS THEREOF) OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1889, AS DOCUMENT NUMBER 1149383 IN BOOK 37 OF PLATS PAGE 18.

Presented To: Mr.

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