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## NON-DISTURBANCE, CONSENT AND ATTORNMENT AGREEMENT - SITE # 163

THIS AGREEMENT, entered into as of the 12 day of November, 1991, by and between CHICAGO TITLE AND TRUST COMPANY, as Trustee (the "Mortgagee"), and SOUTHWESTERN BELL MOBILE SYSTEMS, INC., d/b/a CELLULAR ONE - Chicago, a corporation organized under the laws of the State of Delaware and the Commonwealth of Virginia (the "Lessee"), having its offices at 840 East State Parkway, Schaumburg, Illinois 60173.

### PRELIMINARY STATEMENTS

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A. The Lessee has executed a certain Site Agreement dated as of October \_\_, 1991 (the "Lease") with NBD HIGHLAND PARK BANK, N.A., not personally, but A/T U/T Agreement dated May 12, 1981 and known as Trust Number 3185 concerning the parcel of real estate (the "Real Estate") 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, the legal descriptions of which Easements are set forth in Exhibit "A" hereto, all for the Term and any Extended Terms and under the terms and conditions contained in the Lease.

B. The Mortgagee holds a mortgage on the Premises, a portion of the Premises or a parcel of real estate of which the Premises is a part, described as follows:

Trust Deed dated May 12, 1981 and recorded May 26, 1981 as document number 25881873 made by First National Bank of Highland Park (now known as NBD Highland Park Bank) A/T U/T Agreement dated May 12, 1981 and known as Trust No. 3185 to Chicago Title and Trust Company, as Trustee, to secure a note in the amount of \$151,875.00.

The Mortgagee has or may have rights and interests in and to the Premises as lender, mortgagee, assignee and/or secured party, or otherwise, under said recorded documents and/or other instruments. Said recorded documents and such other instruments, if any, are hereinafter collectively called the "Mortgage."

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

RECORDING \$27.50  
TRAN 0060 03/02/93 15143100  
\$2500 \*\*93-157716  
COOK COUNTY RECORDER

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, including, without limitation, Lessee's options to extend the Term of the Lease, shall remain in full force and effect during the Term and any Extended Terms (as such terms are 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 Mortgage or the Note or Notes secured by the Mortgage.

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under the Mortgage or the Note or Notes secured by the Mortgage. Further, the Lessee shall not be named or joined as a party defendant or otherwise in any foreclosure of the lien of the Mortgage or in any other action or proceeding to foreclose or terminate the interest of the Lessor or enforce the Mortgage or any of the rights under the Mortgage or the Note or Notes secured by the Mortgage 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 Mortgage or any of the rights under the Mortgage or the Note or Notes secured by the Mortgage, Lessee's rights under the Lease shall expressly survive and the Lease shall in all respects continue in full force and effect.

(b) In the event the Mortgagee or any other person or entity acquires title to the Premises 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 Premises 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 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: NBD Highland Park Bank, N.A.  
Trustee of Note secured by

CHICAGO TITLE AND TRUST COMPANY,  
as Trustee for  
NBD Highland Park Bank N.A.

By: [Signature]

Name: Donald Leighton  
Title: Assistant Vice President

ATTEST: [Signature]

By: [Signature]  
Name: Carole Ann Erwin  
Title: Assistant Vice President

LESSEE:  
SOUTHWESTERN BELL MOBILE  
SYSTEMS, INC., 2257  
CELLULAR ONE Chicago 93157716

By: [Signature]

Name: DANE F. ERSHEM  
Title: VICE PRESIDENT, NETWORK OPERATIONS

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2011/11/10

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HEREIN IS UNCLASSIFIED

DATE 11/10/2011 BY SP-10/BJ

11/10/2011 10:10 AM

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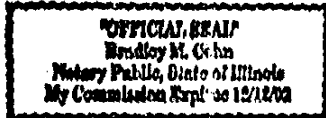
## NOTARY FOR MORTGAGOR

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that on the 17th day of November, 1991, Barbara P. Laughlin and Charles J. Laughlin, the AVP and AVP respectively, of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, 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 jointly and severally acknowledged that as such AVP and AVP, they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed on behalf of such corporation, for the uses and purposes therein set forth.

Barbara P. Laughlin  
Notary Public

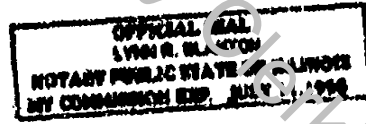
## NOTARY FOR LESSEE



STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

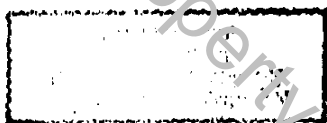
I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 16th day of November, 1991, by DANE ERSHEN, personally known to me to be the Vice President-Network Operations of SOUTHWESTERN BELL MOBILE SYSTEMS, INC., d/b/a CELLULAR ONE - Chicago, a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, on behalf of the corporation.

Lynn R. Blanton  
Notary Public



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JANUARY 1998

2/15/98

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## EXHIBIT A TO NONDISTURBANCE, CONSENT AND ATTORNMENT AGREEMENT

Common address or approximate location of Premises:

1350 Plum Grove Road, Palatine, Illinois 60067

Permanent Tax Index No. 02-27-407-009

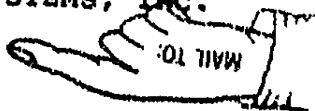
Legal Description:

### REAL ESTATE DESCRIPTION

THAT PART OF LOT THREE IN BLOCK THIRTY-TWO ARTHUR T. MAINTON AND COMPANY'S PALATINE ESTATES UNIT NO. THREE BEING A SUBDIVISION OF PARTS OF SECTION TWENTY SIX AND TWENTY SEVEN TOWNSHIP FORTY-TWO NORTH RANGE TEN EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24 1927 AS DOCUMENT NO. 956132 BOUNDED AND DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT THREE THENCE SOUTH 89° 43' 14" EAST BEING AN ASSUMED BEARING ON THE SOUTH LINE OF SAID LOT THREE A DISTANCE OF 33.0 FT. TO THE INTERSECTION WITH A LINE 33.0 FT. EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT THREE FOR THE POINT OF BEGINNING THENCE NORTH 0° 02' 08" WEST ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 40.0 FT. THENCE SOUTH 89° 43' 14" EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT THREE A DISTANCE OF 40.0 FT. THENCE SOUTH 0° 02' 08" EAST PARALLEL WITH THE WEST LINE OF SAID LOT THREE A DISTANCE OF 40.0 FT. TO THE SOUTH LINE OF SAID LOT THREE THENCE NORTH 89° 43' 14" WEST ON THE SOUTH LINE OF SAID LOT THREE A DISTANCE OF 40.0 FT. TO THE POINT OF BEGINNING. ALL IN COOK COUNTY ILLINOIS

This instrument was prepared by:

Jonathan W. Royston, Esq.  
SOUTHWESTERN BELL MOBILE SYSTEMS, INC.  
d/b/a CELLULAR ONE-Chicago  
840 E. State Parkway  
Schaumburg, Illinois 60173



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SERIALIZED  
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COOK COUNTY CLERK'S OFFICE  
JAN 10 1993  
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