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CHI-0355

This document was drafted by
and after recording return to:

95882924

Dennis L. Myers, JH78
Ameritech Cellular Services
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

DEPT-01 RECORDING \$31.50
T80001 TRAN 1390 12/19/95 15:15:00
63725 \$ JH1 * 95-882924
COOK COUNTY RECORDER

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT made as of the 31st day of July, 1995, by and between Chicago SMSA Limited Partnership c/o Ameritech Cellular Services, ATTN: Legal Department 3H78, 2000 W. Ameritech Center Drive, Hoffman Estates, IL 60195-5000 ("Tenant") and Heritage Olympia Bank ("Lender"). 3/50

WITNESSETH:

WHEREAS, Sani-Wash of Illinois, Inc. ("Landlord") and Tenant have executed a certain Lease Agreement dated June 12, 1995, with a Commencement Date of June 1, 1995 (and signed by Landlord on May 19, 1995,) (the "Lease"), pursuant to which Landlord agreed to lease the Property (the "Leased Property") 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 has mortgaged the real property legally described on Exhibit B attached hereto and by reference incorporated herein (the "Mortgaged Property") of which the Leased Property constitute all or part by certain mortgages dated November 3, 1994 and recorded December 7, 1994 as Document Nos. 04026105 and 04026109 in the amounts of \$1,200,000.00 and \$240,000.00, respectively, (the "Mortgage") to the Lender.

WHEREAS, Tenant desires to insure its peaceful and quiet use and enjoyment of the Leased Property for telecommunications purposes or such other use as Tenant may deem desirable; and

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

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

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

2. Non-Disturbance. If any proceedings are brought by Lender (a) to foreclose the Mortgage or (b) to succeed to the interests of Landlord by foreclosure, deed in lieu thereof, or otherwise, and, if 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) 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 Leased Property 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 Mortgage 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 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 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.

To Tenant: Chicago SMSA Limited Partnership
c/o Ameritech Cellular Services
Legal Department, 3H78
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

To Lender: Heritage Olympia Bank
195 Joe Orr Road
Chicago Heights, IL 60411
ATTN: Ron Magnabosco

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

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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, State of Illinois.

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

LENDER

Heritage Olympia Bank

By: 

Name: DONALD MAGNIFICO

Title: Sr. V.P.

TENANT

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

By: 

Dennis L. Myers

Vice President

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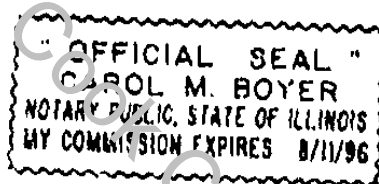
TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 16 day of August, 1995, the above-named Dennis L. Myers as the Vice President of Ameritech Mobile Phone Service of Chicago, Inc., the sole general partner of Chicago SMSA Limited Partnership and acknowledged that he executed the foregoing instrument on behalf of said Limited Partnership and by its authority, for the purposes set forth therein.

Carol M. Boyer
Print Name: Carol M. Boyer

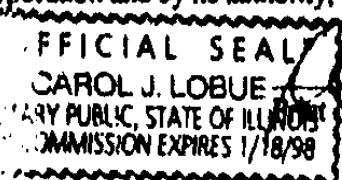
My Commission expires:
August 11, 1996



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

Personally came before me this 31st day of July, 1995, the above-named Ronald Magnabosca as the S. Vice Pres of Heritage Olympia Bank, and acknowledged that he executed the foregoing instrument on behalf of said Corporation and by its authority, for the purposes set forth therein.



Carol J. Lobue
Name: CAROL J. LOBUE

My Commission expires:
1-18-98

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EXHIBIT A TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Leased Property including Basements

AMCI LEASE SITE DESCRIPTION:

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF LOT 10 IN W. K. GORE'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (EXCEPT THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE N.00°51'45"W, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 17.00 FEET; THENCE N.89°12'23"E, PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 32.94 FEET; THENCE N.21°09'10"E, A DISTANCE OF 197.63 FEET; THENCE N.00°00'00"E, A DISTANCE OF 275.00 FEET FOR THE POINT OF BEGINNING; THENCE N.90°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE N.00°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 65.00 FEET; THENCE S.90°00'00"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE S.00°00'00"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 65.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1950.00 SQUARE FEET IN THORNTON TOWNSHIP, COOK COUNTY, ILLINOIS.

AMCI ACCESS EASEMENT DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOT 10 IN W. K. GORE'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (EXCEPT THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE N.00°51'45"W, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 17.00 FEET; THENCE N.89°12'23"E, PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 32.94 FEET FOR THE POINT OF BEGINNING; THENCE N.21°09'10"E, A DISTANCE OF 197.63 FEET; THENCE N.00°00'00"E, A DISTANCE OF 275.00 FEET; THENCE N.90°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE S.00°00'00"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE S.90°00'00"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 13.00 FEET; THENCE S.45°00'00"W, A DISTANCE OF 7.07 FEET; THENCE S.00°00'00"W, A DISTANCE OF 242.24 FEET; THENCE S.21°09'10"W, A DISTANCE OF 195.04 FEET TO A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF AFORESAID LOT 10 AND PASSES THROUGH THE POINT OF BEGINNING; THENCE S.89°12'23"W, ALONG SAID PARALLEL LINE, 12.94 FEET TO THE POINT OF BEGINNING, CONTAINING 6221.97 SQUARE FEET IN THORNTON TOWNSHIP, COOK COUNTY, ILLINOIS.

AMCI UTILITY EASEMENT DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOT 10 IN W. K. GORE'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (EXCEPT THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE N.00°51'45"W, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 17.00 FEET; THENCE N.89°12'23"E, PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 32.94 FEET; THENCE N.21°09'10"E, A DISTANCE OF 197.63 FEET; THENCE N.00°00'00"E, A DISTANCE OF 275.00 FEET; THENCE N.90°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 30.00 FEET; THENCE N.00°00'00"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 4.67 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N.00°00'00"E, ALONG SAID PERPENDICULAR LINE, 20.00 FEET, (THIS COURSE HEREINAFTER REFERRED TO AS LINE 'A'); THENCE S.59°14'24"E, A DISTANCE OF 19.67 FEET; THENCE S.00°10'44"E, A DISTANCE OF 474.36 FEET TO THE NORTH LINE OF THE SOUTH 17.00 FEET OF AFORESAID LOT 10; THENCE S.89°12'23"W, ALONG SAID NORTH LINE, 8.00 FEET; THENCE N.00°10'44"W, 462.49 FEET TO A LINE THAT IS PERPENDICULAR TO AFORESAID LINE 'A' AND PASSES THROUGH THE POINT OF BEGINNING; THENCE S.90°00'00"W, ALONG SAID PERPENDICULAR LINE, 5.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3915.03 SQUARE FEET IN THORNTON TOWNSHIP, COOK COUNTY, ILLINOIS.

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EXHIBIT B TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Mortgaged Property

Lot 10 (except the South 17 feet thereof) in W.K. Gore's Subdivision of the South 1/2 of the South West 1/4 (except the East 1/2 of the South East 1/4 of the South West 1/4) of Section 19, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 29-19-309-003

Property of Cook County Clerk's Office

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