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This document was drafted, by
and after recording return to

96916408

Dennis L. Myers, 3H78
Ameritech Cellular Services
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

C 71842

DEPT-01 RECORDING \$33.50
T#0001 TRAN 7096 12/04/96 14:51:00
#0367 # RC #--96-916408
COOK COUNTY RECORDER

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT made as of the 15 day of NOV., 1996, 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 Harris Bank Winnetka, N.A. ("Lender").

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WITNESSETH:

WHEREAS, First Illinois Bank of Wilmette, as Trustee under Trust Agreement dated October 23, 1989 and known as Trust Number TWB0840 ("Landlord") and Tenant have executed a certain Lease Agreement dated February 27, 1996, with a Commencement Date of March 1, 1996 (and signed by Landlord on April 27, 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 a certain mortgage dated February 20, 1996 and recorded March 6, 1996 as Document 96171190 in the amount of \$360,000.00 (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

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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:

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

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To Lender: Harris Bank Winnetka, N.A.
520 Green Bay Road
Winnetka, IL 60093
ATTN: John A. Ippoliti

or to such other addresses as may hereinafter be designated by any party or 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, State of Illinois.

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

LENDER

Harris Bank Winnetka, N.A.

By: [Signature]
Name: John A. Ippoliti
Title: Vice President

TENANT

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

By: [Signature]
Dennis L. Myers
Vice President

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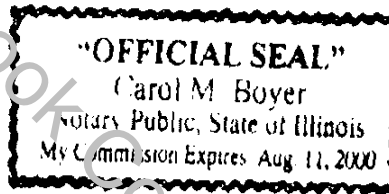
TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 20 day of November, 1996, 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 herein.

Carol M. Boyer
Print Name Carol M. Boyer

My Commission expires:
August 11, 2000



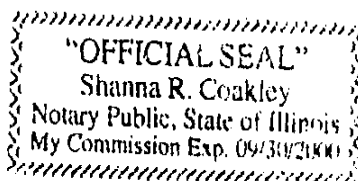
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

Personally came before me this 18 day of Nov, 1996 the above-named John A. Ippolito as the Vice President of Harris Bank Winnetka, N.A. and acknowledged that he executed the foregoing instrument on behalf of said Bank and by its authority, for the purposes set forth therein.

Shanna R. Coakley
Print Name: Shanna R. Coakley

My Commission expires:
09.30.00



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EXHIBIT A TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Leased Property including Easements

AMCI LEASE SITE DESCRIPTION

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF LOT 1 OF W. J. O'BRIEN'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE S.90°00'00"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 63.05 FEET; THENCE N.00°00'00"E, PERPENDICULAR TO SAID SOUTH LINE, 58.56 FEET TO THE SOUTHEAST CORNER OF AN EXISTING BRICK BUILDING FOR THE POINT OF BEGINNING; THENCE N.89°57'17"E, A DISTANCE OF 15.50 FEET; THENCE N.00°02'43"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 25.00 FEET; THENCE N.13°36'57"W, A DISTANCE OF 14.92 FEET; THENCE S.89°57'17"W, A DISTANCE OF 12.00 FEET TO THE EASTERLY WALL OF SAID EXISTING BRICK BUILDING; THENCE S.00°02'43"E, ALONG SAID EASTERLY WALL, 39.50 FEET TO THE POINT OF BEGINNING, CONTAINING 586.88 SQUARE FEET IN MAINE TOWNSHIP, COOK COUNTY, ILLINOIS.

AMCI ACCESS EASEMENT DESCRIPTION

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOT 1 OF W. J. O'BRIEN'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE S.90°00'00"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 63.05 FEET; THENCE N.00°00'00"E, PERPENDICULAR TO SAID SOUTH LINE, 58.56 FEET TO THE SOUTHEAST CORNER OF AN EXISTING BRICK BUILDING FOR THE POINT OF BEGINNING; THENCE N.89°57'17"E, A DISTANCE OF 15.50 FEET, (THIS COURSE HEREINAFTER REFERRED TO AS LINE "A"); THENCE N.00°02'43"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 25.00 FEET; THENCE N.13°36'57"W, A DISTANCE OF 14.92 FEET; THENCE N.12°42'58"W, A DISTANCE OF 57.32 FEET TO A LINE THAT IS 12.00 FEET SOUTHWESTERLY OF (MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE NORTHEASTERLY LINE OF AFORESAID LOT 1; THENCE N.21°06'02"W, ALONG SAID PARALLEL LINE, 157.05 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE N.87°48'40"E, ALONG SAID NORTH LINE, 12.69 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S.21°06'02"E, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 153.82 FEET; THENCE S.12°42'58"E, A DISTANCE OF 58.11 FEET; THENCE S.13°36'57"E, A DISTANCE OF 16.25 FEET; THENCE S.00°02'43"E, A DISTANCE OF 21.43 FEET; THENCE S.45°02'43"E, A DISTANCE OF 7.07 FEET; THENCE N.89°57'17"E, A DISTANCE OF 5.00 FEET; THENCE S.00°02'43"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 12.00 FEET; THENCE S.89°57'17"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 37.50 FEET TO A LINE THAT IS PERPENDICULAR TO AFORESAID LINE "A" AND PASSES THROUGH THE POINT OF BEGINNING; THENCE N.00°02'43"W, ALONG SAID PERPENDICULAR LINE, 12.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3515.93 SQUARE FEET IN MAINE TOWNSHIP, COOK COUNTY, ILLINOIS.

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EXHIBIT A TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Leased Property including Easements

AMCI UTILITY EASEMENT DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOT 1 OF W. J. O'BRIEN'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE S.90°00'00"W., ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 63.05 FEET; THENCE N.00°00'00"E., PERPENDICULAR TO SAID SOUTH LINE, 58.56 FEET TO THE SOUTHEAST CORNER OF AN EXISTING BRICK BUILDING, FOR THE POINT OF BEGINNING; THENCE N.89°57'17"E., A DISTANCE OF 15.50 FEET (THIS COURSE HEREINAFTER REFERRED TO AS LINE 'A'); THENCE S.00°02'43"E., PERPENDICULAR TO SAID LINE 'A', A DISTANCE OF 50.57 FEET, TO THE SOUTH LINE OF AFORESAID LOT 1; THENCE S.90°00'00"W., ALONG SAID SOUTH LINE, 75.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N.00°00'00"E., ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 8.00 FEET; THENCE N.90°00'00"E., PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 67.93 FEET; THENCE N.00°02'43"E., PERPENDICULAR TO SAID LINE 'A', A DISTANCE 42.56 FEET; THENCE S.89°57'17"W., PARALLEL WITH SAID LINE 'A', A DISTANCE OF 37.50 FEET; THENCE N.00°02'43"W., PERPENDICULAR TO SAID LINE 'A', A DISTANCE OF 8.00 FEET TO A SOUTHERLY FACE OF AFORESAID EXISTING BRICK BUILDING; THENCE N.89°57'17"E., ALONG SAID SOUTHERLY FACE, 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1311.99 SQUARE FEET, IN MAINE TOWNSHIP, COOK COUNTY, ILLINOIS.

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EXHIBIT B TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Mortgaged Property

Lot 1 in W.J. O'Brien's Subdivision of part of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 09-33-201-023

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