

UNOFFICIAL COPY

99951560

8222/0263 07 001 Page 1 of . 8
1999-10-07 15:39:30
Cook County Recorder 35.50

CHI-EG255



99951560

This document was drafted by
and after recording return to:

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

**SUBORDINATION, ATTORNMENT
AND NON-DISTURBANCE AGREEMENT**

C113040

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT made as of the 16 day of Nov., 1998, 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 American National Bank and Trust Company of Chicago, as Trustee ("Lender") under a Trust Indenture dated as of March 1, 1993 between Lender and the Illinois Health Facilities Authority (the "Authority"), pursuant to which the Authority has assigned certain rights and interests under the Mortgage referred to below to the Lender.

WITNESSETH:

WHEREAS, Turning Point Behavioral Health Care Center ("Landlord") and Tenant have executed a certain Lease Agreement dated June 29, 1999, with a Commencement Date of August 9, 1999 (and signed by Landlord on June 23, 1999) (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 constitutes all or part by a certain mortgage dated March 1, 1993 and recorded April 6, 1993 as Document 93252143 (the "Mortgage") to the Authority and assigned to the Lender; and

UNOFFICIAL COPY

99951560

99951560

CHI-EG255

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; and

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:

UNOFFICIAL COPY

CHI-EG255

99951560

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: American National Bank and Trust Company of Chicago
120 S. La Salle Street
Chicago, IL 60603
ATTN: Corporate Trust Division

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

American National Bank and Trust
Company of Chicago, as Trustee

By: F. Henry Kleschen III
Name: F. Henry Kleschen III
Title: Vice President

TENANT

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

By: Richard Bakosh
Richard Bakosh
Area Vice President

UNOFFICIAL COPY

CHI-EG255

99951560

TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

99951560

99951560

Personally came before me this 16 day of November, 1998, the above-named Richard Bakosh as the Area 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.

Nancy Eder

Print Name: Nancy Eder

My Commission expires:
11/9/99



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 9th day of November, 1998, the above-named F. Henry Kleschen III as the Vice President of American National Bank and Trust of Chicago, as Trustee, and acknowledged that he executed the foregoing instrument on behalf of said Bank and by its authority, for the purposes set forth therein.

Kim Shaw

Print Name: Kim Shaw

My Commission expires:



UNOFFICIAL COPY

99951560

99951560

CHI-EG255

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 IN PART OF LOT 11 AND THE ALLEY (TO BE VACATED) LYING WESTERLY OF LOT 11 IN SECOND ADDITION TO MAIN STREET AND CICERO AVENUE SUBDIVISION BEING PART OF LOT 2 IN OWNERS SUBDIVISION OF THE NORTH 55 ACRES OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 11, 1924 AS DOCUMENT NO. 8416898 IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11 WITH THE WESTERLY LINE OF THE ALLEY (TO BE VACATED) LYING WESTERLY OF SAID LOT 11; THENCE ON AN ASSUMED BEARING OF SOUTH 14 DEGREES 32 MINUTES 23 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID ALLEY, 71.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 14 DEGREES 32 MINUTES 23 SECONDS EAST 60.00 FEET; THENCE NORTH 75 DEGREES 27 MINUTES 37 SECONDS EAST 19.00 FEET; THENCE NORTH 14 DEGREES 32 MINUTES 23 SECONDS WEST 60.00 FEET; THENCE SOUTH 75 DEGREES 27 MINUTES 37 SECONDS WEST 19.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1140 SQUARE FEET OR (0.026 ACRES)

AMCI ACCESS EASEMENT DESCRIPTION

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED IN PART OF LOT 11, LOT 12 AND THE ALLEY (TO BE VACATED) LYING WESTERLY OF LOT 11 IN SECOND ADDITION TO MAIN STREET AND CICERO AVENUE SUBDIVISION BEING PART OF LOT 2 IN OWNERS SUBDIVISION OF THE NORTH 55 ACRES OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 11, 1924 AS DOCUMENT NO. 8416898 IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11 WITH THE WESTERLY LINE OF THE ALLEY (TO BE VACATED) LYING WESTERLY OF SAID LOT 11; THENCE ON AN ASSUMED BEARING OF SOUTH 14 DEGREES 32 MINUTES 23 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID ALLEY, 131.00 FEET; THENCE NORTH 75 DEGREES 27 MINUTES 37 SECONDS EAST 19.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES 32 MINUTES 23 SECONDS WEST 12.00 FEET; THENCE NORTH 75 DEGREES 27 MINUTES 37 SECONDS EAST 20.33 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 39 SECONDS WEST 105.92 FEET TO THE NORTH LINE OF THE AFOREMENTIONED LOT 12; THENCE NORTH 89 DEGREES 29 MINUTES 21 SECONDS EAST, ALONG SAID NORTH LINE, 12.00 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 39 SECONDS EAST 115.29 FEET; THENCE SOUTH 75 DEGREES 27 MINUTES 37 SECONDS WEST 29.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1627 SQUARE FEET OR (0.037 ACRES)

UNOFFICIAL COPY

CHI-EG255

99951560

EXHIBIT A TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Leased Property including Easements

AMCI AND SIMON BROS. BAKERY INC. ACCESS AND TURN-A-ROUND EASEMENT DESCRIPTION

A PARCEL OF LAND FOR ACCESS AND TURN-A ROUND EASEMENT PURPOSES LOCATED IN PART THE ALLEY (TO BE VACATED) LYING WESTERLY OF LOT 11 IN SECOND ADDITION TO MAIN STREET AND CICERO AVENUE SUBDIVISION BEING PART OF LOT 2 IN OWNERS SUBDIVISION OF THE NORTH 55 ACRES OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 11, 1924 AS DOCUMENT NO. 8416898 IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11 WITH THE WESTERLY LINE OF THE ALLEY (TO BE VACATED) LYING WESTERLY OF SAID LOT 11; THENCE ON AN ASSUMED BEARING OF SOUTH 14 DEGREES 32 MINUTES 23 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID ALLEY, 42.00 FEET; THENCE NORTH 75 DEGREES 27 MINUTES 37 SECONDS EAST 16.00 FEET TO THE EASTERLY LINE OF SAID ALLEY BEING ALSO THE WESTERLY LINE OF SAID LOT 11; THENCE NORTH 14 DEGREES 32 MINUTES 23 SECONDS WEST, ALONG SAID WESTERLY LINE, 38.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 89 DEGREES 29 MINUTES 21 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11, 16.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 640 SQUARE FEET OR (0.015 ACRES)

AMCI UTILITY EASEMENT NO. 1 DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED IN PART THE ALLEY (TO BE VACATED) LYING WESTERLY OF LOT 11 IN SECOND ADDITION TO MAIN STREET AND CICERO AVENUE SUBDIVISION BEING PART OF LOT 2 IN OWNERS SUBDIVISION OF THE NORTH 55 ACRES OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 11, 1924 AS DOCUMENT NO. 8416898 IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11 WITH THE WESTERLY LINE OF THE ALLEY (TO BE VACATED) LYING WESTERLY OF SAID LOT 11; THENCE ON AN ASSUMED BEARING OF SOUTH 14 DEGREES 32 MINUTES 23 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID ALLEY, 71.00; THENCE NORTH 75 DEGREES 27 MINUTES 37 SECONDS EAST 8.00 FEET; THENCE NORTH 14 DEGREES 32 MINUTES 23 SECONDS WEST 69.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11; THENCE SOUTH 89 DEGREES 29 MINUTES 21 SECONDS WEST, ALONG SAID WESTERLY EXTENSION 8.25 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 560 SQUARE FEET OR (0.013 ACRES)

CHI-EG255

99951560

EXHIBIT A TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Leased Property including Easements

99951560

AMCI UTILITY EASEMENT NO. 2 DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED IN PART OF LOTS 11 THROUGH 17 INCLUSIVE AND THE ALLEY (TO BE VACATED) LYING WESTERLY OF LOT 11 IN SECOND ADDITION TO MAIN STREET AND CICERO AVENUE SUBDIVISION BEING PART OF LOT 2 IN OWNERS SUBDIVISION OF THE NORTH 55 ACRES OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 11, 1927 AS DOCUMENT NO. 8416898 IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 11 WITH THE WESTERLY LINE OF THE ALLEY (TO BE VAVATED) LYING WESTERLY OF SAID LOT 11; THENCE ON AN ASSUMED BEARING OF SOUTH 14 DEGREES 32 MINUTES 23 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID ALLEY, 131.00 FEET; THENCE NORTH 75 DEGREES 27 MINUTES 37 SECONDS EAST 19.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES 32 MINUTES 23 SECONDS WEST 8.00 FEET; THENCE NORTH 75 DEGREES 27 MINUTES 37 SECONDS EAST 47.98 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 07 SECONDS EAST 127.96 FEET TO THE WEST FACE OF A ONE STORY BRICK BUILDING; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, ALONG SAID WEST FACE, 8.00 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 07 SEDCONDS WEST 127.03 FEET; THENCE SOUTH 75 DEGREES 27 MINUTES 37 SECONDS WEST 46.87 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1399 SQUARE FEET OR (0.032 ACRES)

99951560

Cook County Clerk's Office

UNOFFICIAL COPY

CHI-EG255

99951560

EXHIBIT B TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Mortgaged Property

Lots 1 to 9, both inclusive, (except the East 7 feet taken for widening of Cicero Avenue and Lots 10 to 18, both inclusive, in Second Addition to Main Street and Cicero Avenue Subdivision of Lot 2 in Owner's Subdivision of the North 55 acres of the Southeast 1/4 of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, together with the vacated 16 foot alley lying between the South (or rear) line of Lots 11 to 18 and the North line of Lot 10, and the vacated 16 foot alley lying along the West (or rear) line of Lots 1 to 9 in Second Addition to Main Street and Cicero Avenue in Cook County, Illinois.

Permanent Index Number: 10-21-402-078; 10-21-402-056; 10-21-02-057; and 10-21-402-058.

99951560