

HOLD FOR FIRST AMERICAN TITLE
FA 12521 AF

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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This document was drafted by
and after recording return to:

Rosanne Miller, 3H89C
Ameritech Cellular Services
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

AMASA G. COLBY
CHIEF DEP. RECORDER

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

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT
made as of the 23rd day of August, 1994, by and between
Chicago SMSA Limited Partnership ("Tenant") and The First National
Bank of Chicago ("Lender").

Document is NOT OFFICIAL!

WITNESSETH:

WHEREAS, Marvin DeJong and Sally DeJong ("Landlord") and
Tenant have executed a certain Lease Agreement dated July 21,
1994, with a Commencement Date of August 1, 1994 (and signed by
Landlord on April 14, 1994,) (the "Lease"), pursuant to which
Landlord agreed to lease the Property (the "Leased Property")
described on Exhibit A attached hereto and by reference incorpo-
rated 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 incorpo-
rated herein (the "Mortgaged Property") of which the Leased
Property constitute all or part by a certain mortgage dated
January 26, 1994 and recorded January 31, 1994 as Document Number
94008077 (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.

22.00
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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, 3H82
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

To Lender: The First National Bank of Chicago
3115 Ridge Road
Lansing, IL 60438

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 Lake County, State of Indiana.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

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

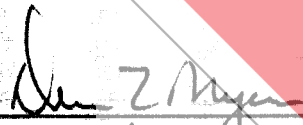
TENANT

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

LENDER

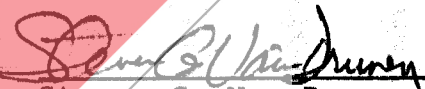
The First National
Bank of Chicago

BY:


Dennis L. Myers
Vice President



BY:


Name: Steven G. Van Drunen
Title: Vice President

TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 16th day of August, 1994, the above-named Dennis L. Myers s 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.

Document is
Patricia E. Driscoll
Print Name: PATRICIA E. DRISCOLL

My Commission expires 5/9/95 ~~This Document is the property of the Lake County Recorder!~~

PATRICIA E. DRISCOLL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/9/95

LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 24th day of August, 1994, the above-named STEVEN G. VANDRUNEN as the Vice President of The First National Bank of Chicago and acknowledged that he executed the foregoing instrument on behalf of said Corporation and by its authority, for the purposes set forth therein.

Loretto M. Saulters
Print Name: Loretto M. SAULTERS

My Commission expires:
11-19-94

OFFICIAL SEAL
LORETTQ M. SAULTERS
Notary Public State of Illinois
My Commission Expires 11-19-94

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 THE WEST HALF OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7 WITH THE SOUTH LINE OF THE NORTH 600.00 FEET OF THE WEST HALF OF SAID SECTION 7; THENCE S.89°18'58"E, ALONG SAID SOUTH LINE, 296.75 FEET; THENCE N.00°41'02"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 157.49 FEET TO THE SOUTHWEST CORNER OF AN EXISTING METAL POLE BARN FOR THE POINT OF BEGINNING; THENCE N.89°28'31"W, A DISTANCE OF 17.00 FEET; THENCE N.36°06'34"W, A DISTANCE OF 24.30 FEET; THENCE N.00°31'29"E, PERPENDICULAR TO THE PENULTIMATE DESCRIBED COURSE, 15.50 FEET; THENCE S.89°28'31"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 31.50 FEET TO THE WEST LINE OF THE AFORESAID EXISTING METAL POLE BARN; THENCE S.00°31'29"W, ALONG SAID WEST LINE, 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 961.12 SQUARE FEET IN ST. JOHN TOWNSHIP, LAKE COUNTY, INDIANA.



EXHIBIT A TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT
 Legal Description of Leased Property including Easements

AMCI ACCESS EASEMENT DESCRIPTION

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE WEST HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7 WITH THE SOUTH LINE OF THE NORTH 600.00 FEET OF THE WEST HALF OF SAID SECTION 7; THENCE S.89°18'58"E, ALONG SAID SOUTH LINE, 296.75 FEET; THENCE N.00°41'02"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 157.49 FEET TO THE SOUTHWEST CORNER OF AN EXISTING METAL POLE BARN; THENCE N.89°28'31"W, A DISTANCE OF 17.00 FEET; (THIS COURSE HEREINAFTER REFERRED TO AS LINE 'A'); THENCE N.36°06'34"W, A DISTANCE OF 22.43 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N.36°06'34"W, A DISTANCE OF 1.87 FEET; THENCE N.00°31'29"E, PERPENDICULAR TO AFORESAID LINE 'A', 19.50 FEET; THENCE N.89°28'31"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 3.50 FEET; THENCE N.00°31'29"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 147.29 FEET; THENCE NORTHERLY AND WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, 41.66 FEET; THENCE N.87°53'09"W, TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 189.53 FEET TO THE EAST RIGHT OF WAY LINE, AS MONUMENTED, OF CALUMET AVENUE; THENCE S.00°03'13"E, ALONG SAID EAST RIGHT OF WAY LINE, AS MONUMENTED, 12.01 FEET; THENCE S.87°53'09"E, A DISTANCE OF 189.10 FEET; THENCE EASTERLY AND SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, 23.15 FEET; THENCE S.00°31'29"W, TANGENT TO THE LAST DESCRIBED COURSE, 137.29 FEET; THENCE S.45°31'29"W, A DISTANCE OF 7.07 FEET; THENCE N.89°28'31"W, A DISTANCE OF 10.00 FEET; THENCE S.00°31'29"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 12.00 FEET; THENCE S.89°28'31"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE S.44°28'31"E, A DISTANCE OF 7.07 FEET; THENCE S.00°31'29"W, A DISTANCE OF 15.00 FEET; THENCE S.89°28'31"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 12.00 FEET; THENCE N.00°31'29"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 15.00 FEET TO A LINE THAT IS PARALLEL WITH AFORESAID LINE 'A' AND PASSES THROUGH THE POINT OF BEGINNING; THENCE S.89°28'31"E, ALONG SAID PARALLEL LINE, 4.62 FEET TO THE POINT OF BEGINNING, CONTAINING 5000.05 SQUARE FEET IN ST. JOHN TOWNSHIP, LAKE COUNTY, INDIANA.

AMCI UTILITY EASEMENT DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE WEST HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

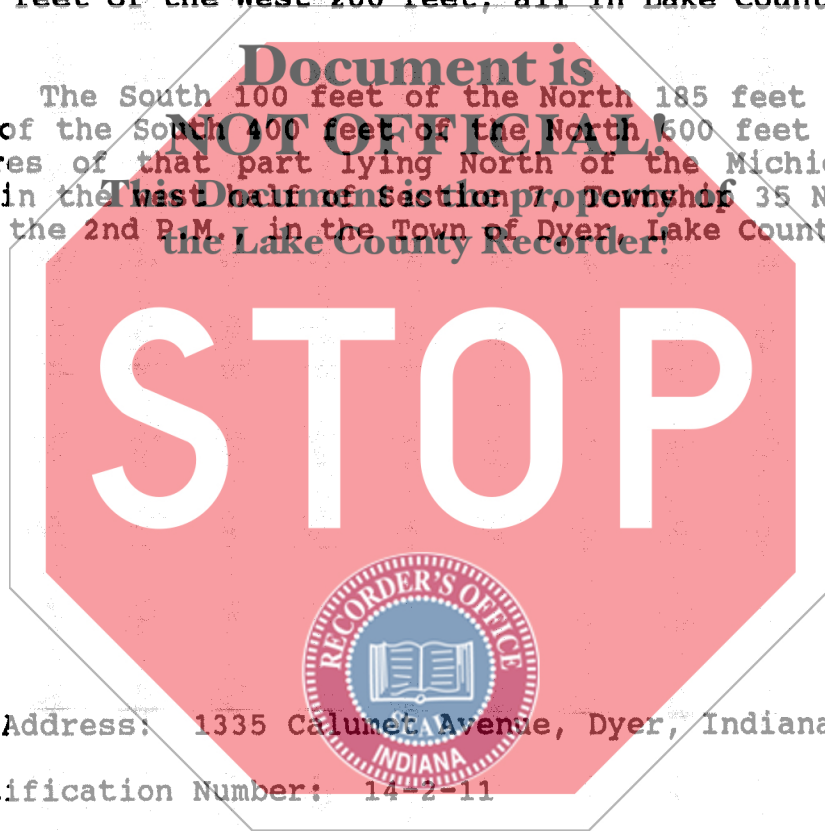
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7 WITH THE SOUTH LINE OF THE NORTH 600.00 FEET OF THE WEST HALF OF SAID SECTION 7; THENCE S.89°18'58"E, ALONG SAID SOUTH LINE, 296.75 FEET; THENCE N.00°41'02"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 157.49 FEET TO THE SOUTHWEST CORNER OF AN EXISTING METAL POLE BARN; THENCE N.89°28'31"W, A DISTANCE OF 17.00 FEET; (THIS COURSE HEREINAFTER REFERRED TO AS LINE 'A'); THENCE N.36°06'34"W, A DISTANCE OF 12.46 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N.36°06'34"W, A DISTANCE OF 11.84 FEET; THENCE N.00°31'29"E, PERPENDICULAR TO AFORESAID LINE 'A', 15.50 FEET; THENCE N.70°51'39"W, A DISTANCE OF 71.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH 385.00 FEET OF THE WEST 200.00 FEET OF THE WEST HALF OF AFORESAID SECTION 7; THENCE N.89°18'58"W, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, 150.07 FEET TO THE EAST RIGHT OF WAY LINE, AS MONUMENTED, OF CALUMET AVENUE; THENCE S.00°03'13"E, ALONG SAID EAST RIGHT OF WAY LINE, AS MONUMENTED, 8.00 FEET; THENCE S.89°18'58"E, A DISTANCE OF 148.66 FEET; THENCE S.70°51'39"E, A DISTANCE OF 64.33 FEET; THENCE S.00°31'29"W, A DISTANCE OF 19.25 FEET TO A LINE THAT IS PARALLEL WITH AFORESAID LINE 'A' AND PASSES THROUGH THE POINT OF BEGINNING; THENCE S.89°28'31"E, ALONG SAID PARALLEL LINE, 15.06 FEET TO THE POINT OF BEGINNING, CONTAINING 1948.28 SQUARE FEET IN ST. JOHN TOWNSHIP, LAKE COUNTY, INDIANA.

EXHIBIT B TO
SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Legal Description of Mortgaged Property

Parcel 1: The South 400 feet of the North 600 feet of the West 54.54 acres of the west half of Section 7, Township 35 North, Range 9 West of the 2nd P.M., lying North of the Right-of-Way of the Michigan Central Railroad, except the South 100 feet of the North 185 feet of the West 200 feet, all in Lake County, Indiana.

Parcel 2: The South 100 feet of the North 185 feet of the West 200 feet of the South 400 feet of the North 600 feet of the West 54.54 acres of that part lying North of the Michigan Central Railroad in the West Half of Section 7, Township 35 North, Range 9 West of the 2nd P.M. in the Town of Dyer, Lake County, Indiana.



Property Address: 1335 Calumet Avenue, Dyer, Indiana 46311

Tax Identification Number: 14-2-11