

GAR-R341

This document was drafted by  
and after recording return to:

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

MARGARETTE N. CLEVELAND  
LAKE COUNTY RECORDER

95005621

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

**THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT**  
made as of the 5 day of January, 1995, by and between  
Chicago SMSA Limited Partnership ("Tenant") and Bank One,  
Merrillville, NA ("Lender").

**Document is NOT OFFICIAL!**

WITNESSETH:

**WHEREAS**, David Tokar ("Landlord") and Tenant have executed  
certain Lease Agreement dated November 30, 1994, with a Commence-  
ment Date of November 15, 1994 (and signed by Landlord on December  
5, 1994,) (the "Lease"), pursuant to which Landlord agreed  
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

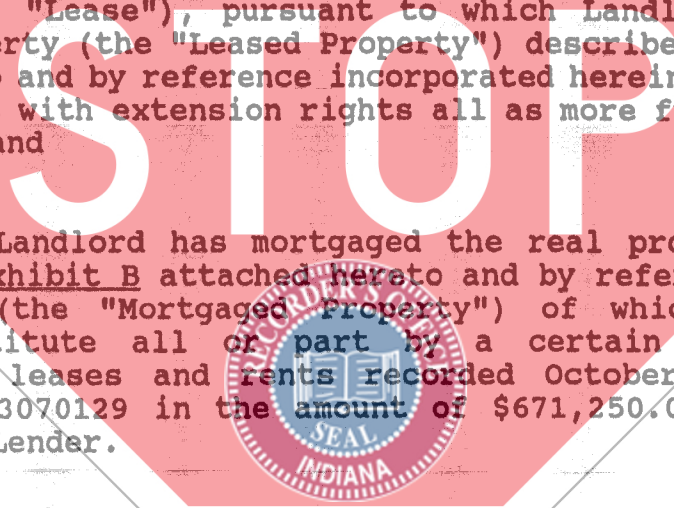
**WHEREAS**, Landlord has mortgaged the real property legally  
described on Exhibit B attached hereto and by reference incorpo-  
rated herein (the "Mortgaged Property") of which the Leased  
Property constitute all or part by a certain mortgage and  
assignment of leases and rents recorded October 25, 1993 as  
Document No. 93070129 in the amount of \$671,250.00 (the "Mort-  
gage") 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.

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD



HOLD FOR FIRST AMERICAN TITLE

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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

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To Lender: Bank One, Merrillville, NA  
1000 E. 80th Place  
Merrillville, IN 46410  
ATTN: Charles E. Goetz

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.

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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**

Bank One, Merrillville, NA

BY:

Dennis L. Myers  
Dennis L. Myers  
Vice President



BY:

Charles E. Goetz  
Name: Charles E. Goetz  
Title: Vice President

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TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

Personally came before me this 23 day of December, 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

Print Name: Carol M. Boyer

NOT OFFICIAL!

My Commission Expires: August 11, 1996  
This Document is the official property of the Lake County Recorder.

CAROL M. BOYER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/11/96

LENDER ACKNOWLEDGEMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

Personally came before me this 5th day of January, 1995 the above-named Charles E. Coetz as the V. Pres. of Bank One, Merrillville, NA, and acknowledged that he executed the foregoing instrument on behalf of said Corporation and by its authority, for the purposes set forth therein.

Print Name: Barbara J. Reberg

My Commission expires:  
May 7, 1995

EXHIBIT A TO

SUBORDINATION, ATTORNTMENT 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 SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE N.89°57'01"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 328.61 FEET; THENCE S.00°02'59"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 800 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING S.00°02'59"E, ALONG SAID PERPENDICULAR LINE, 40.00 FEET; THENCE S.89°57'01"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET; THENCE N.00°02'59"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 40.00 FEET; THENCE N.89°57'01"E, PERPENDICULAR TO THE DESCRIBED COURSE, 36.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1440.00 SQUARE FEET IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA

AMCI UTILITY EASEMENT DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE N.89°57'01"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 45.75 FEET TO THE EAST RIGHT OF WAY LINE, AS MONUMENTED OF TAFT STREET (STATE ROUTE NO. 55) FOR THE POINT OF BEGINNING; THENCE CONTINUING N.89°57'01"E, ALONG SAID NORTH LINE, 282.86 FEET; THENCE S.00°02'59"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET; THENCE S.89°57'01"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 282.89 FEET TO THE AFORESAID EAST RIGHT OF WAY LINE, AS MONUMENTED OF TAFT STREET (STATE ROUTE NO. 55); THENCE N.00°17'55"W, ALONG SAID EAST RIGHT OF WAY LINE, AS MONUMENTED, 8.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2262.77 SQUARE FEET IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA.

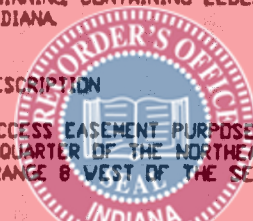
AMCI ACCESS EASEMENT DESCRIPTION

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE N.89°57'01"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 328.61 FEET; THENCE S.00°02'59"E, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 48.00 FEET; THENCE S.89°57'01"W, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 19.02 FEET FOR THE POINT OF BEGINNING; THENCE S.00°33'58"W, A DISTANCE OF 136.32 FEET; THENCE N.89°52'06"W, A DISTANCE OF 261.59 FEET TO THE EAST RIGHT OF WAY LINE, AS MONUMENTED, OF TAFT STREET (STATE ROUTE NO. 55); THENCE N.00°17'55"W, ALONG SAID EAST RIGHT OF WAY LINE AS MONUMENTED, 12.00 FEET; THENCE S.89°52'06"E, A DISTANCE OF 244.77 FEET; THENCE N.45°20'56"E, A DISTANCE OF 7.10 FEET; THENCE N.00°33'58"E, A DISTANCE OF 102.28 FEET; THENCE N.44°44'30"W, A DISTANCE OF 7.03 FEET; THENCE S.89°57'01"W, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 20, A DISTANCE OF 11.08 FEET TO THE EAST WALL OF AN EXISTING BUILDING; THENCE N.00°12'05"E, ALONG SAID EAST WALL, 12.00 FEET TO A LINE THAT IS PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER AND PASSES THROUGH THE POINT OF BEGINNING; THENCE N.89°57'01"E, ALONG SAID PARALLEL LINE, 28.15 FEET TO THE POINT OF BEGINNING, CONTAINING 4850.08 SQUARE FEET IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA.

NOT OFFICIAL

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**EXHIBIT B TO**

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

**Legal Description of Mortgaged Property**

Part of the Southwest Quarter of the Northeast Quarter of Section 20, Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, described as: Beginning at the Northwest corner of said Tract; thence South 200 feet; thence East 419.74 feet, more or less, to the West Line of the East 910.79 feet of said Quarter Quarter Section; thence North along said West line 200 feet, more or less, to the North Line thereof, thence West 419.74 feet, more or less to the point of beginning.

Tax ID Numbers: Unit #8-15-119-57, 8-15-119-65, 8-15-119-14

