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This instrument was prepared by:

MONICA CARTER
RECORDER

SOUTHWESTERN BELL MOBILE SYSTEMS, INC.
d/b/a CELLULAR ONE-Chicago
Legal Department
930 National Parkway
Schaumburg, Illinois 60173
(708) 762-2036

NONDISTURBANCE, CONSENT AND ATTORNMENT AGREEMENT

THIS AGREEMENT, entered into as of the 27th day of November, 1995, by and between BANK ONE MERRILLVILLE, N.A. (the "Mortgagee"), and SOUTHWESTERN BELL MOBILE SYSTEMS, INC. d/b/a CELLULAR ONE - Chicago, a corporation organized under the laws of the State of Delaware and the Commonwealth of Virginia (the "Lessee"), having its offices at 930 National Parkway, Schaumburg, Illinois 60173.

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PRELIMINARY STATEMENTS
This Document is the property of

A. The Lessee has executed a certain Site Agreement No. 267 dated as of November 1, 1995 (the "Lease") with METRO'S CAR WASH, INC., concerning the parcel of real estate (the "Real Estate") described in Exhibit "A" attached hereto and made a part hereof, whereby Lessor has demised and leased the Real Estate, together with all right, title and interest of Lessor in and to all easements, privileges and other appurtenances pertaining thereto (which Real Estate and the aforesaid right, title and interest of Lessor shall hereinafter collectively be called the "Premises"), and Lessor has granted and conveyed to Lessee certain easements appurtenant to the Premises (the "Easements"), described specifically in the Lease, the legal descriptions of which Easements are set forth in Exhibit "A" hereto, all for the Term and any Extended Terms and under the terms and conditions contained in the Lease.

B. The Mortgagee holds a mortgage on the Premises, a portion of the Premises or a parcel of real estate of which the Premises are a part, described as follows:

Mortgage dated January 18, 1991 and recorded January 23, 1991, as Document No. 91003620 in the Office of the Recorder of Lake County, Indiana, made by Metro's Car Wash, Inc. to Bank One Merrillville, NA, to secure a note in the amount of \$486,000.00.

Assignment of Rentals dated January 18, 1991 and recorded January 23, 1991 as Document No. 91003621 made by Metro's Car to Bank One Merrillville, NA.

The Mortgagee has or may have rights and interests in and to the

Ticor Title recorded this document as an accommodation. Ticor did not examine the document or the title of the real estate affected.

Return: Cellular One
Attn: Marian Taylor
930 National Parkway
Schaumburg, IL 60173-5935

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TICOR TITLE INSURANCE
Crown Point, Indiana

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Premises as lender, mortgagee, assignee and/or secured party, or otherwise, under said recorded documents and/or other instruments. Said recorded documents and such other instruments, if any, are hereinafter collectively called the "Mortgage."

C. The Lessee and the Mortgagee desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement.

TERMS OF THIS AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, the Mortgagee and the Lessee agree as follows:

1. The Mortgagee does hereby consent to the Lease and the Lessor's execution thereof.

2. The Lease shall be recognized by the Mortgagee, its successors and assigns, and all of the rights of the Lessee under the Lease, including, without limitation, Lessee's options to extend the Term of the Lease, shall remain in full force and effect during the Term and any Extended Terms (as such terms are defined in the Lease).

3. Provided the Lessee is not in default under the Lease (beyond any period given the Lessee in the Lease to cure defaults), then:

(a) The Lessee's right to possession of the Premises, the Lessee's right to use of the Easements, and the Lessee's other rights arising out of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgage or the Note or Notes secured by the Mortgage. Further, the Lessee shall not be named or joined as a party defendant or otherwise in any foreclosure of the lien of the Mortgage or in any other action or proceeding to foreclose or terminate the interest of the Lessor or enforce the Mortgage or any of the rights under the Mortgage or the Note or Notes secured by the Mortgage nor in any other way be deprived of its rights under the Lease by the Mortgagee or any person or entity acting by, through or under the Mortgagee. In the event of foreclosure or any enforcement of the Mortgage or any of the rights under the Mortgage or the Note or Notes secured by the Mortgage, Lessee's rights under the Lease shall expressly survive and the Lease shall in all respects continue in full force and effect.

(b) In the event the Mortgagee or any other person or entity acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by

conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding or transaction. The Mortgagee covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of the Lessee under the Lease, and Lessee covenants and agrees to attorn to the Mortgagee, or such other person or entity, as the new Lessor, and the Lease shall continue in full force and effect as a direct Lease between the Lessee and the Mortgagee, or such other person or entity, upon all of the terms, covenants, conditions and agreements set forth in the Lease.

4. The Lease shall be subject and subordinate to the lien of the Mortgage.

5. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, the Lessee agrees to execute and deliver to the Mortgagee, or to any other person or entity to whom the Lessee has hereby agreed to attorn, such other instruments as either shall reasonably request in order to comply with the provisions of this Agreement.

6. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

7. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties or their authorized representatives or officers have executed this Agreement as of the day and date first above written.

MORTGAGEE:

BANK ONE MERRILLVILLE, N.A.

By: *James A. Kerstiens*

Name: James A. Kerstiens

Title: Vice President

LESSEE:

SOUTHWESTERN BELL MOBILE
SYSTEMS, INC. d/b/a
CELLULAR ONE - Chicago

By: *Dane F. Ershen*

Name: Dane F. Ershen

Title: V. P. Network Operations

NOTARY FOR MORTGAGEE

STATE OF INDIANA)
)
COUNTY OF LAKE)

SS.

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that on the 27th day of November, 1995, James A. Kerstiens, personally known to me to be the Vice President of BANK ONE MERRILLVILLE, N.A., whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Officer of said Bank, that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

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

Geraldine S. Cebular

Notary Public
Geraldine S. Cebular

NOTARY FOR LESSEE

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 4th day of December, 1995, by DANE ERSHEN, personally known to me to be the Vice President-Network Operations of SOUTHWESTERN BELL MOBILE SYSTEMS, INC., d/b/a CELLULAR ONE - Chicago, a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, on behalf of the corporation.

Marion S. Taylor
Notary Public

EXHIBIT A TO NONDISTURBANCE, CONSENT AND ATTORNMENT AGREEMENT

Common address or approximate location of Premises:

7809 Taft Street, Merrillville, Indiana 46410

Description(s):

The West 545 feet of the South 10 rods of the Northwest 1/4 of the Northeast 1/4 of Section 20, Township 35 North, Range 8, West of the 2nd Principal Meridian, in the Town of Merrillville, Lake County, Indiana.

