

GAR-R341

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 DEC 30 AM 11:46

MORTGAGE CENTER

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This document was drafted by
and after recording return to:

Dennis L. Myers, 31178
Ameritech Cellular Services
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

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

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT made as of the 10th day of December, 1997, by and between Chicago SMSA Limited Partnership c/o Ameritech Cellular Services, ATTN: Legal Department 31178, 2000 W. Ameritech Center Drive, Hoffman Estates, IL 60195-5000 ("Tenant") and HFS Bank, F.S.B. ("Lender").

WITNESSETH:

WHEREAS, David Tokar ("Landlord") and Tenant have executed a certain Lease Agreement dated November 30, 1994, with a Commencement Date of November 15, 1994 (and signed by Landlord on December 5, 1994,) (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 recorded _____ as Document No _____ in the amount of \$824,000.00 (the "Mortgage") to the Lender; and

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

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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:

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: HFS Bank, F.S.B.
555 E. Third Street
Hobart, IN 46342
ATTN: Richard C. Sauerman

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.

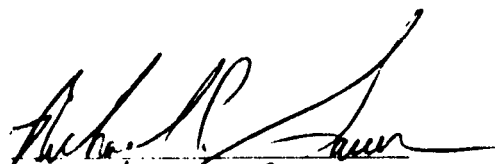
6. Release. This Agreement shall remain in full force and effect until such time as the Mortgage is released of record.

7. Recording. The parties hereto agree that this Agreement may be recorded in the public records of Lake County, State of Indiana.

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

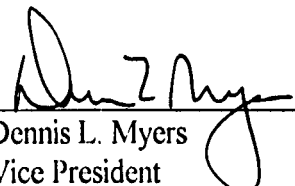
LENDER

HFS Bank, F.S.B.

By: 
Name: Richard C. Sauerman
Title: Vice President

TENANT

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

By: 
Dennis L. Myers
Vice President

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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 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, 8.00 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, 282.83 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

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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.

Permanent Index Numbers: Unit #8-15-119-57; 8-15-119-65; and 8-15-119-14