

STATE OF INDIANA  
LAKE COUNTY  
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REC'D BY OWNER  
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This document was drafted by  
and after recording return to:

Dennis L. Myers  
Ameritech Cellular  
1515 Woodfield Rd., 9<sup>th</sup> Floor  
Schaumburg, IL 60173

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

**Document is NOT OFFICIAL!**  
THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT made as of the 15th day of February, 2000, by and between Chicago SMSA Limited Partnership c/o Ameritech Cellular, ATTN: Legal Department, 1515 Woodfield Road, 9<sup>th</sup> Floor, Schaumburg, IL 60173 ("Tenant") and Citizens Financial Services, F.S.B., its successors and/or assigns ("Lender").

**WITNESSETH:**

**WHEREAS**, Caco Properties, Ltd., successor landlord to 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 2-22-2000 as Document No. 2000 011958 in the amount of \$860,000.00 (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  
Legal Department  
1515 Woodfield Rd., 9<sup>th</sup> Floor  
Schaumburg, IL 60173

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To Lender: Citizens Financial Services, F.S.B.  
707 Ridge Road  
Munster, IN 46321  
ATTN: Marc A. Zubeck

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**

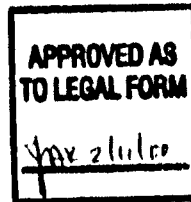
Citizens Financial Services, F.S.B.

By: *Jeffrey C. Stur*  
Name: Jeffrey C. Stur  
Title: Sr. Vice President

**TENANT**

Chicago SMSA Limited Partnership, by its sole general partner, AMPS Cellular of Chicago, Inc., an Illinois corporation

By: *Annette M. Jacobs*  
Name: Annette M. Jacobs  
Title: Area President-Central



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TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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Personally came before me this 11 day of February, 2000, the above-named Annette M. Jacobs as Area President - Central of AMPS Cellular of Chicago, Inc., the sole general partner of Chicago SMSA Limited Partnership and acknowledged that she executed the foregoing instrument on behalf of said Limited Partnership and by its authority, for the purposes set forth therein.

Carol M. Boyer  
Print Name: Carol M. Boyer

My Commission expires:  
August 11, 2000

"OFFICIAL SEAL"  
Carol M. Boyer  
Notary Public, State of Illinois  
My Commission Expires Aug 11, 2000

LENDER ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF Lake )

Personally came before me this 15th day of February, 2000, the above-named Jeffrey C. Stur as the Sr. Vice President of Citizens Financial Services, F.S.B., and acknowledged that he executed the foregoing instrument on behalf of said Bank and by its authority, for the purposes set forth therein.

Jennifer S. Brown  
Print Name: Jennifer S. Brown

My Commission expires:  
08-22-07

JENNIFER S. BROWN  
Notary Public, State of Indiana  
County of Lake  
My Commission Expires 08/22/2007

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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 BY 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 BY 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 102.20 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 4850.00 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

This Document is the property of

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