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LAKE COUNTY  
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2009 064607

2009 SEP 22 PM 12: 58

Ginsberg Jacobs LLC  
300 South Wacker Drive  
Suite 2450  
Chicago, Illinois 60606  
Attn: Steven F. Ginsberg, Esq.  
(Ross/C&C Iron)

MICHAEL A. BROWN  
RECORDER

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**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND  
ATTORNMEN T AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 28<sup>th</sup> day of Aug, 2009, among Center Bank, with offices at 600 East 84<sup>th</sup> Avenue, Merrillville, IN 46410 ("Lender"), C&C Iron, Inc., with offices at 6409 Hendricks Street, Merrillville, IN 46410 ("Landlord"), and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, with offices at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant").

**RECITALS**

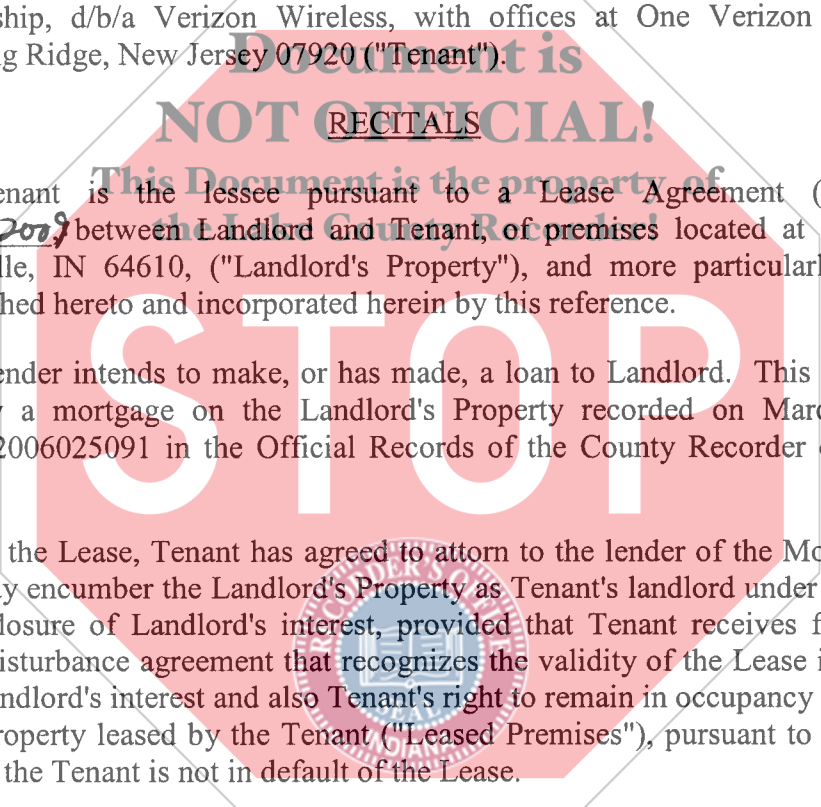
A. Tenant is the lessee pursuant to a Lease Agreement ("Lease") dated Aug. 28, 2009 between Landlord and Tenant, of premises located at 6409 Hendricks Street, Merrillville, IN 64610, ("Landlord's Property"), and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Lender intends to make, or has made, a loan to Landlord. This loan is to be, or was, secured by a mortgage on the Landlord's Property recorded on March 28, 2006 as Instrument No. 2006025091 in the Official Records of the County Recorder of Lake County ("Mortgage").

C. In the Lease, Tenant has agreed to attorn to the lender of the Mortgage given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such mortgage a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be



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and shall at all times remain subject, subordinate, and inferior to the Mortgage, and the lien thereof, and all rights of Lender thereunder.

2. **Consent.** Lender consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease.

3. **Non-Disturbance.** So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. **Nondisturbance, Foreclosure and Attornment.**

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Mortgage, becomes the owner of Landlord's Property, by reason of any foreclosure of the Mortgage, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Lender's or such other purchaser's succession to the interest of Landlord under the Lease, have the same remedies against such party that Tenant might have had under the Lease against Landlord.

5. **Modifications.** This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

6. **Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

7. **Attorneys' Fees.** If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

LENDER:

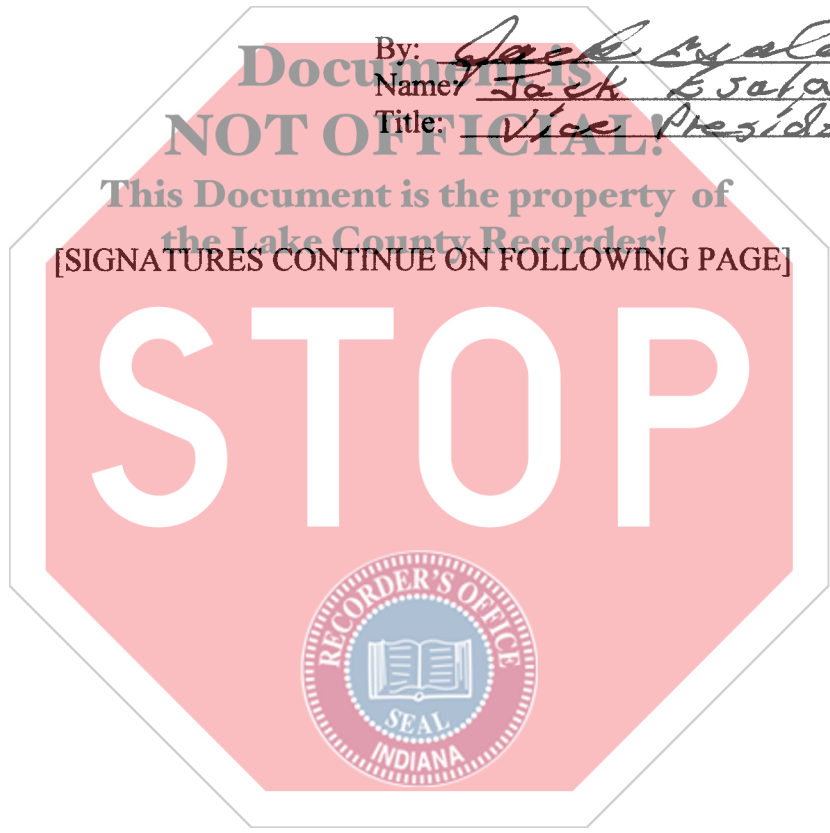
Center Bank,

a \_\_\_\_\_

By: Jack Esala

Name: Jack Esala

Title: Vice President



LANDLORD:

C&C Iron, Inc,

a \_\_\_\_\_

By: Michael R Crist

Name: MICHAEL R CRIST

Title: PRESIDENT

TENANT:

Chicago SMSA Limited Partnership d/b/a Verizon  
Wireless

By: Cellco Partnership, its general partner

By: Beth Ann Drohan

Name: Beth Ann Drohan

Title: Area Vice President Network 8/28/09



STATE OF IN )  
 ) ss.  
COUNTY OF Lake )

On 4/24/09 before me, Elaine VanDenburgh  
personally appeared Jack Esala

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

**ELAINE VAN DENBURG**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires August 29, 2009  
Resident of Lake County, Indiana

Signature: Elaine VanDenburgh [Seal]

STATE OF IN )  
 ) ss.  
COUNTY OF Lake )

On 5/5/2009 before me, Catherine Grennes  
personally appeared Michael R. Crist

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Catherine Grennes [Seal]  
Catherine Grennes

Expiration Date: 2/16/12  
Residency: Lake, IN





**Exhibit "A"**

**Legal Description of Landlord's Property**

Parcel 1: The North 212 feet of the West 485 feet of the East half of the Southeast Quarter of Section 7, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 2: Part of the East half of the Southeast Quarter of Section 7, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the North line of the East half of the Southeast Quarter of said Section 7 and 485 feet East of the Northwest corner thereof; thence South, parallel to the West line of the East half of the Southeast Quarter of said Section 7, a distance of 212.0 feet; thence South 87 degrees 33 minutes East and parallel to the North line of the Southeast Quarter of said Section 7, a distance of 638.85 feet to the Westerly line of the C & O Railroad; thence North 64 degrees 50 minutes 09 seconds West, along said railroad, 548.53 feet to the North line of the Southeast Quarter of said Section 7; thence North 87 degrees 33 minutes West, 141.92 feet to the point of beginning.

