

# NOT AN OFFICIAL DOCUMENT

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

9 THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between Farm Credit Mid-America, FCLA, having its principal office at 12501 Lakefront Place Louisville, KY 40299, (hereinafter called "Mortgagee") and Luis Contreras, residing at **Error! Reference source not found.** (hereinafter called "Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("Tenant").

### WITNESSETH:

WHEREAS, Tenant has entered into a certain Option and Land Lease Agreement dated April 5, 2023, (the "Lease") with Landlord, covering property more fully described in Exhibit 1 attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "Mortgage") upon property having a street address of 8234 W 241st Ave., in the County of Lake, State of Indiana ("Property"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of Two Hundred Ten Thousand Eight Hundred Dollars and No Cents (\$210,800.00), recorded on September 9, 2013 which Mortgage has been recorded as Instrument NO. 2013065544 in the recorder's office in and for Lake, County, State of Indiana ("Mortgage"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
RECORDED AS PRESENTED

2023-012880

9:07 AM 2023 May 16

ck. 28-1  
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- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:

Luis Contreras,  
also known as Luis Contreras Zepeda

By: *Luis Contreras*  
Print Name: Luis Contreras  
Date: 4/5/2025

TENANT:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

MORTGAGEE:

Farm Credit Mid-America, FCLA

By: *Allan Aggers*  
Print Name: Allan Aggers  
Its: Rural 1<sup>st</sup> Loan Servicing Analyst  
Date: 03/23/2023

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

Property of Lakeland County Recorder

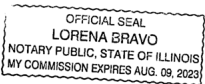
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## ACKNOWLEDGEMENTS

### LANDLORD

STATE OF IL )  
 ) ss:  
COUNTY OF Cook )

On the 19 day of April, 2023, before me, personally appeared Luis Cardenas, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.



[Signature]  
Notary Public, \_\_\_\_\_  
My Commission Expires: 8/9/2023

### TENANT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

### MORTGAGEE

STATE OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

On the 23rd day of March, 2023 before me, personally appeared Ally Jagers, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.



[Signature]  
Notary Public: Adam Harbison  
My Commission Expires: 03/30/2026

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:

Luis Contreras,  
also known as Luis Contreras Zepeda

By: *Luis Contreras*  
Print Name: Luis Contreras  
Date: 4/15/2023

TENANT:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: *Aileen Smith*  
Print Name: Aileen Smith  
Its: Senior Tech Vendor Management  
Date: 01/12/2022

MORTGAGEE:

Farm Credit Mid-America, FCLA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

Property of Lake County Recorder

# NOT AN OFFICIAL DOCUMENT

## ACKNOWLEDGEMENTS

### LANDLORD

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

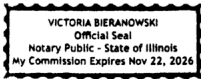
\_\_\_\_\_  
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

### TENANT

STATE OF Illinois )  
 ) ss:  
COUNTY OF Kendall )

On the 12 day of January, 2023, before me personally appeared Aileen Smith who acknowledged under oath that he/she is the Senior-Tech Vendor Management of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Victoria Bieranowski  
Notary Public: Victoria Bieranowski  
My Commission Expires: Nov. 22, 2026

### MORTGAGEE

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

The Property is legally described as follows:

Lot 1 in Contreras Addition to West Creek Township, as per plat thereof, recorded in Plat Book 103, page 5 8, in the Office of the Recorder of Lake County, Indiana.

The Premises are described and/or depicted as follows:

Property of Lake County Recorder





