

#27.50

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INST. NO 97

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BLOCK
No Block
CODE
001-6854
CHECKED
ENTERED
EDITED

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT

Terminal Building

Site #100

THIS AGREEMENT, made this 2nd day of July, 1997, by and between SPRINT SPECTRUM, L.P., a Delaware limited partnership (hereinafter called "Tenant") and LASALLE NATIONAL BANK, as Trustee for the registered holder of Merrill Lynch Mortgage Investors, Inc. Mortgage Pass-Through Certificates, Series 1995-C2 (hereinafter called "LaSalle").

WHEREAS, by Lease dated January 5, 1997, (hereinafter called the "Lease"), Roosevelt Holdings, Inc., a Colorado corporation (hereinafter called "Landlord"), has leased to Tenant and Tenant has rented from Landlord all that real property and premises located at 941 "O" Street, in the City of Lincoln, State of Nebraska, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter called the "Premises"); and

WHEREAS, LaSalle is the holder of a Deed of Trust or Mortgage (hereinafter called the "Mortgage"), which constitutes a lien against the Premises; and

WHEREAS, Tenant desires that LaSalle recognize Tenant's rights under the Lease in the event that LaSalle succeeds to the interests of Landlord under the Lease, and Tenant is willing to agree to attorn to LaSalle in such event and to subordinate Tenant's leasehold interest to LaSalle's Mortgage interest if LaSalle will recognize Tenant's right of possession under the Lease;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt whereof is hereby acknowledged, and for and in consideration of their respective covenants herein made, the parties agree as follows:

1. The Lease and all rights of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms and provisions of the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions stated herein.
2. LaSalle, for itself, its successors and assigns, agrees with Tenant that so long as Tenant, its successors and assigns are not in default of any of the terms, covenants and conditions on the part of the Tenant to be performed and observed under the Lease as would permit Landlord to reenter and terminate the Lease, Tenant and its successors and assigns shall be entitled to remain in possession of the Premises and LaSalle will not disturb its peaceful possession thereof, for the original term and any renewals thereof.

PLEASE RETURN RECORDED DOCUMENT TO:
Sprint Spectrum (Property Department)
5078 South 111th Street
Omaha, NE 68137-2338
(402)597-5660

SPRINT SPECTRUM
5078 South 111th Street
Omaha, NE 68137-2338
DEBBY JAWORSKI

Long S. 00

MC

3. In the event that LaSalle succeeds to the interests of the Landlord under the Lease by reason of a foreclosure sale under LaSalle's lien of the Premises, by other proceedings brought to enforce any rights under said lien, by deed in lieu of foreclosure, or by any other method, Tenant shall promptly attorn to LaSalle under all of the terms, covenants and conditions of the Lease for the balance of the then current term (and any extension or renewals thereof which may be effective in accordance with any option therefor contained in the Lease), with the same force and effect as if LaSalle were the Landlord under the Lease, said attornment to be effective and self-operative immediately upon succession to the interest of Landlord under the Lease.


4. In the event that LaSalle succeeds to the interests of Landlord under this Lease, LaSalle shall not be (a) liable for any act or omission of any prior landlord, including Landlord herein; or (b) subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord herein; or (c) bound by any rent or additional rent which Tenant might have paid for more than the then-current year to any prior landlord, including Landlord herein; or (d) bound by any agreement or modification of the Lease made without LaSalle's written consent thereto.

5. Any options or rights contained in said Lease to acquire title to the Premises, including any rights of first refusal, are hereby made subject and subordinate to the rights of LaSalle under the Mortgage and any acquisition of title to the Premises made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.

6. This Agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto or their respective successors or assigns. All of the terms, covenants and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and sealed the day and year first above written.

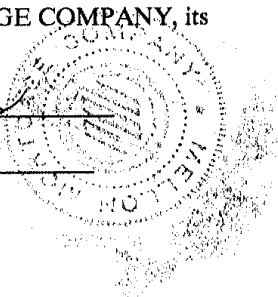
TENANT: SPRINT SPECTRUM, L.P. a
Delaware limited partnership
Address: 5078 South 111th Street
Omaha, NE 68137-2338

By: 
Herb Dougall, III
Title: Omaha MTA Engineering &
Operations Area Manager

LASALLE NATIONAL BANK, as Trustee for
the registered holders of Merrill Lynch Mortgage
Investors, Inc. Mortgage Pass-Through
Certificates, Series 1995-C2

By: MELLON MORTGAGE COMPANY, its
attorney-in-fact

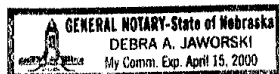
By: Mary Ann Forbes
Its ASST. Vice Pres.



STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of July,
1997, by Herb Dougall, III, Engineering & Operations Area Manager of the Omaha Major Trade Area on
behalf of Sprint Spectrum L.P., a limited partnership.

(AFFIX NOTARIAL SEAL)



Debra A. Jaworski
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF NEBRASKA

Debra A. Jaworski
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF OHIO
COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this 26th day of June,
1997, by Mary Ann Forbes, as Assistant Vice President of Mellon Mortgage Company, a Colorado corporation,
on behalf of the corporation.

(AFFIX NOTARIAL SEAL)

Frances M. Lahey
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF OHIO

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

FRANCES M. LAHEY
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 03-20-2001

EXHIBIT A

Site Name: Terminal Building

Site Description

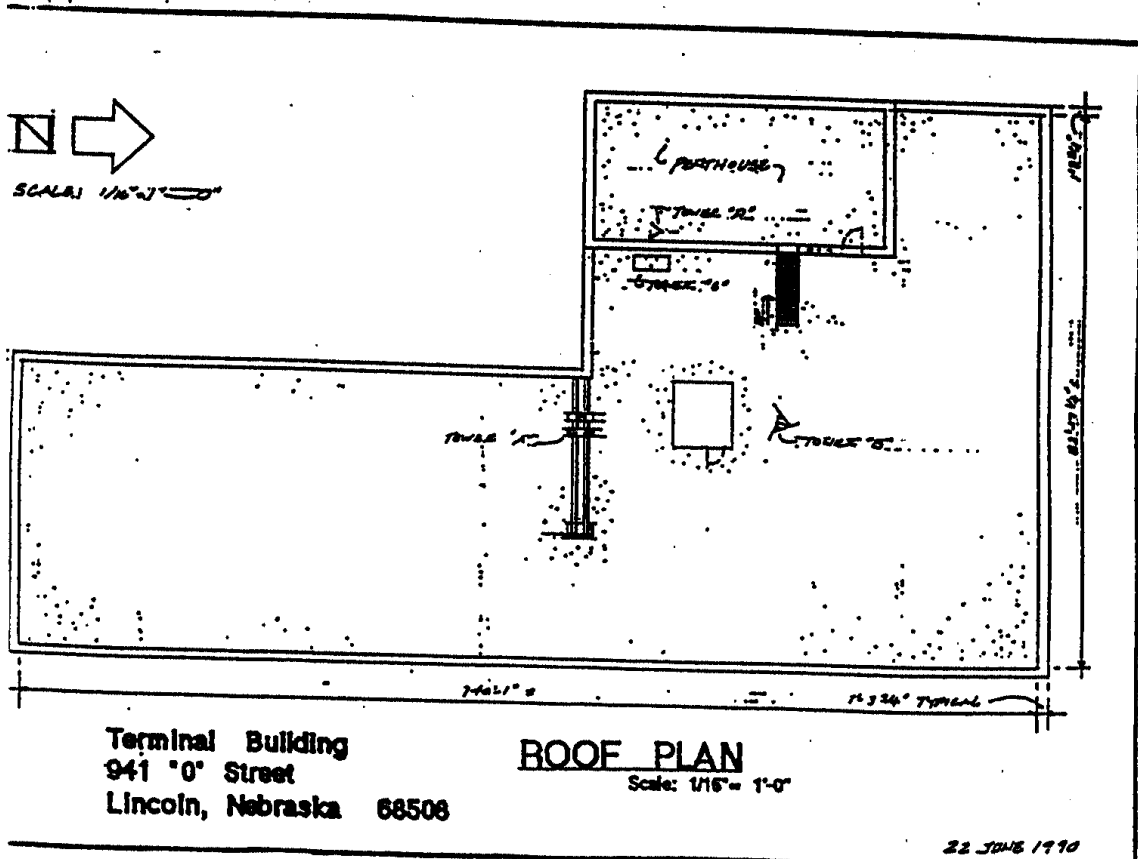
Site I.D.: 100A

Site situated in the City of Lincoln, County of Lancaster, State of Nebraska, commonly described as follows:

Legal Description:

Lots A, B, C, G & H, County Clerk's Subdivision of Lots 1 - 6, inclusive, Block 54, Lincoln, as surveyed, platted and recorded in Lancaster County, Nebraska.

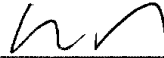
Sketch of Site:



LANDLORD'S JOINDER

The undersigned Landlord hereby joins in this Subordination, Nondisturbance and Attornment Agreement for the purpose of agreeing to the following: In the event that LaSalle becomes the owner of the Premises and landlord under the Lease as a result of a foreclosure or the taking of a deed in lieu of foreclosure, Landlord agrees to pay to LaSalle an amount equal to any advance rental paid by Tenant to Landlord as a result of Tenant's payment of rent on an annual basis (i.e. Rent is paid by Tenant to Landlord in advance for 12 months, foreclosure by Landlord occurs in the 6th month, Landlord owes LaSalle a sum equal to six (6) months rent previously received by Landlord from Tenant in advance). This agreement shall be binding upon the Landlord, its successors and assigns.

ROOSEVELT HOLDINGS, INC. a Colorado corporation

By: 
Its: VP

STATE OF Colorado

COUNTY OF Denver

The foregoing instrument was acknowledged before me this 15th day of April, 1997, by Robert J. Jacobs, as Vice President of Roosevelt Holdings, Inc., a Colorado corporation, on behalf of the corporation.

(AFFIX NOTARIAL SEAL)


(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF Colorado

Anna McLean
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

My commission expires May 2, 2000