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Cook County Recorder

37.00

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Lawrence M. Gritton
Katz Randall Weinberg & Richmond
333 West Wacker Drive
Suite 1800
Chicago, Illinois 60606
(312) 807-3800



This space reserved for Recorder.

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Property of Cook County Clerk's Office

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement"), made as of the 1st day of December, 2001, by and between **MTL INSURANCE COMPANY ("MTL")** **CHERRY LLC ("Landlord")**, and **CALUMET PHOTOGRAPHIC, INC. ("Tenant")**.

WITNESSETH

WHEREAS, MTL is the mortgagee pursuant to a Mortgage dated as of December 1, 2001, made by Landlord in favor of MTL, encumbering, among other things, the land described on Exhibit "A" attached hereto, which mortgage was recorded as Document No. 11225204 in the Office of the Recorder of Deeds of Cook County, Illinois (said mortgage, as amended or modified from time to time hereinafter referred to as the "Mortgage"); and

WHEREAS, Landlord and Tenant entered into that certain Industrial Building Lease dated March 19, 1999 (the "Lease"), which Lease demises the premises described therein (the "Premises") to Tenant for an initial term of ten (10) years, as such term may be extended as permitted in the Lease; and

WHEREAS, Tenant has agreed to subordinate the Lease to the Mortgage provided that MTL agrees that Tenant's possession of the Premises shall not be disturbed as a result of a foreclosure of the Mortgage or a deed given in lieu thereof so long as Tenant is not in default under the Lease and provided Tenant attorns to the purchaser at the foreclosure sale or at a sale pursuant to the power of sale in the Mortgage through a deed in lieu of foreclosure and recognize said purchaser as Landlord under the Lease); and

WHEREAS, MTL and Tenant are willing to agree to a Subordination, Non-Disturbance and Attornment Agreement under the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of

BOX 333-CT1

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which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is agreed as follows:

1. MTL, Tenant and Landlord do hereby covenant and agree that the Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, or extension of same with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by MTL, or its successors or assigns, and Tenant's occupancy of the Premises shall not be disturbed by MTL, or its successors or assigns, for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

3. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, MTL, or its successors or assigns, will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease.

4. Notwithstanding any provisions of Paragraphs 2 and 3 hereof to the contrary, in the event of any foreclosure of the Mortgage or conveyance in lieu of foreclosure, MTL and Tenant agree that neither MTL, its successors or assigns, nor any other party acquiring the Premises upon a foreclosure sale or by a conveyance in lieu of foreclosure, as the case may be (the "Foreclosure Purchaser"), shall in any way or to any extent (i) be bound by any previous modification or amendment of the Lease or by any previous prepayment of rent for a period greater than one (1) month, unless such modification, amendment or prepayment shall have been expressly approved in writing by MTL, or its successors or assigns, (ii) be bound by any assignment of Tenant's interest in the Lease by Tenant or by operation of law or otherwise (except for any assignment of Tenant's interest in the Lease by Tenant made in accordance with the terms of the Lease), without the express prior written consent of MTL, or its successors or assigns, (iii) be obligated or liable to Tenant with respect to the construction, completion or renovation of the improvements on the Premises or the Premises for Tenant's use, or (iv) be obligated or liable to Tenant with respect to any act or failure to act on the part of Landlord; and Tenant shall have no right to assert or claim any of the foregoing or any damages arising therefrom against MTL, its successors or assigns, or the Foreclosure Purchaser, whether as an offset or defense or otherwise.

5. Without limitation of the foregoing, Tenant further agrees as follows:

a. That in the event MTL or any successors in interest shall succeed to the rights of landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure of the Mortgage, the exercise of the power of sale thereunder or by a conveyance in lieu of foreclosure, Tenant hereby covenants and agrees to make full and complete attornment to MTL or to the Foreclosure Purchaser, as the case may be, for the balance of the term of the Lease, including any extensions and renewals thereof which may be effected in accordance with any option therefor in the Lease, upon the same terms, covenants and conditions as therein provided, so as to establish direct privity of estate and contract as between MTL or the Foreclosure Purchaser, as the case may be, and Tenant, and with the same force and effect as though the Lease were originally made directly from MTL,

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or the Foreclosure Purchaser, as the case may be, to Tenant, and Tenant will thereafter make all rent payments and any other payments under the Lease thereafter as directed by MTL or the Foreclosure Purchaser, as the case may be.

b. That in the event of any act or omission by Landlord under the Lease which constitutes a default on the part of Landlord thereunder or which would give Tenant the right to terminate the Lease or to claim a partial or total eviction, notwithstanding any provision of the Lease to the contrary, Tenant will not exercise any such right until: (i) it has given written notice of such act or omission to MTL, and (ii) following the giving of such notice, MTL shall have failed, with reasonable diligence, to commence, pursue or complete reasonable action to remedy such act or omission within thirty (30) days after receipt of said written notice, provided, however, that said thirty (30) day period shall be extended so long as within said thirty (30) day period MTL has commenced to cure and is proceeding with due diligence to cure said default.

c. That Tenant will in no event subordinate or agree to subordinate the Lease to any other lien or encumbrance affecting the Premises without the express written consent of MTL and any such attempted subordination or agreement to subordinate without such consent of MTL shall be void and of no force and effect.

6. Tenant acknowledges that Landlord will execute and deliver to MTL an assignment of the Lease and the rents thereunder as security for the loan secured by the Mortgage, and Tenant hereby expressly consents to such assignment.

7. Landlord hereby certifies to MTL that a true, correct and complete copy of the Lease, including all exhibits and amendments thereto, has been delivered to MTL. Landlord and Tenant hereby certify to MTL that (i) except as contained in said Lease, the Lease has not been modified, supplemented, amended, assigned, transferred, renewed or otherwise changed in any way, (ii) the Lease has been duly executed by Landlord and Tenant and is in full force and effect, and is the binding obligation of the parties thereto, and (iii) the Lease, as delivered to MTL, is the complete statement of the agreement between Landlord and Tenant with respect to the construction and leasing of the Premises.

8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

9. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

10. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by MTL to Tenant, shall be deemed to have been properly given if served in person, if sent by United States registered or certified mail, postage prepaid, or if sent by reputable overnight courier service, addressed to Tenant at:

Calumet Photographic, Inc.
890 Supreme Drive
Bensenville, Illinois 60106
Attn: CHRISTOPHER URGD

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or to such other address as Tenant may from time to time designate by written notice to MTL given as herein required. All notices, demands and requests by Tenant to MTL shall be deemed to have been properly given if served in person, if sent by United States registered or certified mail, postage prepaid, or if sent by reputable overnight courier service, addressed to MTL at:

MTL Insurance Company
1200 Jorie Boulevard
Oak Brook, Illinois 60522
Attn: Diane E. Hundseder, Vice President
Real Estate Investments

or to such other address as MTL may from time to time designate by written notice to Tenant as herein required. Notices, demands and requests given by mail by MTL to Tenant and by Tenant to MTL in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when delivered personally, three (3) business days after the time such notice, demand or request shall be deposited in the mails as aforesaid, or one (1) business day after the time such notice, demand or request shall be delivered to an overnight courier service.

11. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that upon the assignment of the interest of either MTL or Tenant hereunder, all obligations and liabilities of such assignor under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party or parties to whom such interest is so assigned.

12. Tenant and MTL acknowledge and agree that this Agreement satisfies any condition or requirement of the Lease relating to a subordination and non-disturbance agreement.

13. Any provision of this Agreement which is unenforceable or invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenure of this Agreement as though any such invalid portion had never been included herein.

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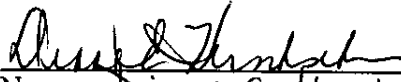
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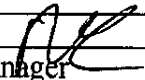
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IN WITNESS WHEREOF, the parties have executed the foregoing Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

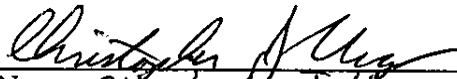
MTL INSURANCE COMPANY

By: 
Name: Diane E. Hundseder
Title: Vice President

CHERRY LLC

By: 
Name: 
Title: Manager

CALUMET PHOTOGRAPHIC, INC.

By: 
Name: Christopher J. Urso
Title: Vice President

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Harris Smith, personally known to me to be the Manager of Cherry LLC, an Illinois limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as Manager of said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of Dec, 2001.



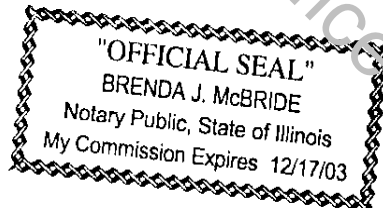
[Signature]
Notary Public
My commission expires: _____

STATE OF IL)
)
COUNTY OF Kane) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher Ugo, personally known to me to be the Vice President of Calumet Photographic, Inc. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as Vice President of said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of November, 2001..

Brenda J. M. McBride
Notary Public
My commission expires: 12/17/03



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STATE OF ILLINOIS)
COUNTY OF ~~COOK~~) SS.
DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Deane F. Handseder, personally known to me to be the Vice President of MTL INSURANCE COMPANY, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such vice President, she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial sale this 13 day of December, 2001.

Shelarean Jones
Notary Public
My commission expires: 10-19-05

(SEAL)



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01/11/2013

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EXHIBIT "A" LEGAL DESCRIPTION OF LAND

PARCEL B:

Parcel 1:

Lot 12 (except the Northwestern 20 feet), Lot 13 to 26, both inclusive, and the Southeasterly half of Lot 27 in Block 76 in Elston's Addition to Chicago in Sections 4 and 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of the Northwestern and the Southeasterly 20 foot alley (now vacated) lying Northeasterly of and adjoining the Northeasterly line of said Lots 12 to 16 and Southwesterly of and adjoining the Southwesterly line of said Lots 23 to 27 and Northwesternly of the Southeasterly line of said Lot 23 extended Southwesterly to the Southeasterly corner of said Lot 16 and Southeasterly of the Southeasterly line extended of the Northwesternly half of said Lots 12 and 27 in Block 76 in Elston's Addition to Chicago in Sections 4 and 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

That part of the Northeasterly and Southwesterly 20 foot alley (now vacated) lying Southeasterly of and adjoining the original Southeasterly line of said Lots 16 and 23 and of said line extended and Northwesternly of and adjoining the original Northwesternly line of said Lots 17 to 22 and Northeasterly of the Southwesterly line extended of said Lots 16 and 17 and Southwesterly of the Northeasterly line extended of said Lots 22 and 23 all in Block 76 in Elston's Addition to Chicago in Sections 4 and 5, Township 39 North, Range 14,

(Except from said 3 Parcels, taken as a tract, that part thereof described as follows: beginning at the intersection of the Northeasterly line of Lot 27 with the Northwesternly line of the Southeasterly half of said Lot; thence South 30 degrees 00 minutes 00 seconds East along the Northeasterly line of said Lots 21 through 27 for a distance of 247.01 feet; thence South 59 degrees 46 minutes 20 seconds West 73.20 feet; thence North 30 degrees 04 minutes 26 seconds West 24.16 feet; thence South 59 degrees 55 minutes 34 seconds West 10.0 feet; thence North 30 degrees 04 minutes 26 seconds West 154.31 feet; thence North 30 degrees 09 minutes 23 seconds West 38.11 feet; thence South 59 degrees 28 minutes 09 seconds West 41.83 feet; thence North 30 degrees 31 minutes 51 seconds West 23.73 feet; thence South 59 degrees 28 minutes 09 seconds West 38.94 feet; thence North 30 degrees 31 minutes 51 seconds West 11.75 feet to the Southeasterly line of the Northwesternly 20.0 feet of Lot 12; thence North 59 degrees 33 minutes 30 seconds East along the last described line 4.83 feet to the Northeasterly line of Lot 12; thence South 30 degrees 01 minutes 35 seconds East along the Northeasterly line 5.21 feet; thence North 59 degrees 33 minutes 30 seconds East 20.0 feet to the Northwesternly line of the Southeasterly half of Lot 27; thence North 59 degrees 34 minutes 56 seconds East along the last described line 139.81 feet to the point of beginning), and also except from said 3 parcels, taken as a tract, that part of Lots 19, 20, 21, 22 and the vacated alley North of and adjoining said Lots, all in Block 76 in Elston's Addition to Chicago in Sections 4 and 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the Southeasterly corner of said Lot 22;

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thence South 59 degrees 51 minutes 44 seconds West 187.00 feet along the Southeasterly line of said Lots; thence North 30 degrees 00 minutes 00 seconds West 123.25 feet; thence North 59 degrees 51 minutes 44 seconds East 113.80 feet; thence North 29 degrees 58 minutes 50 seconds West 2.69 feet; thence North 59 degrees 46 minutes 20 seconds East 73.20 feet to the Southwesterly line of North Hickory Avenue; thence South 30 degrees 00 minutes 00 seconds East 126.05 feet to the point of beginning, in Cook County, Illinois.

Address of Property: 1111 North Cherry Street, Chicago, Illinois
Permanent Index No.: 17-05-402-043

PARCEL C:

That part of Lots 19, 20, 21, 22 and the vacated alley North of and adjoining said Lots, all in Block 76 in Elston's Addition to Chicago in Sections 4 and 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the Southeasterly corner of said Lot 22; thence South 59 degrees 51 minutes 44 seconds West 187.00 feet along the Southeasterly line of said Lots; thence North 30 degrees 00 minutes 00 seconds West 123.25 feet; thence North 59 degrees 51 minutes 44 seconds East 113.80 feet; thence North 29 degrees 58 minutes 50 seconds West 2.69 feet; thence North 59 degrees 46 minutes 20 seconds East 73.20 feet to the Southwesterly line of North Hickory Avenue; thence South 30 degrees 00 minutes 00 seconds East 126.05 feet to the point of beginning, in Cook County, Illinois.

Address of Property: 900 West Bliss Street, Chicago, Illinois
Permanent Index No.: 17-05-402-043

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