

# UNOFFICIAL COPY

Recording Requested by and After  
Recording Return To:  
U.S. Bank Collateral Department  
P.O. Box 3487  
Oshkosh, WI 54903-3487  
Obligor # 6479154313



Doc#: 0602004091 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/20/2008 11:05 AM Pg: 1 of 5

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## SUBORDINATION OF LEASE

**THIS SUBORDINATION OF LEASE** is made by Midwest Media Group, Inc. ("Tenant") as of the date set forth below.

Tenant and Digital Attic, Inc. ("Landlord") are parties to a lease dated 11/15/05, as amended by agreements dated (the "Lease"), covering premises (the "Premises") which are located on the real property legally described in Exhibit "A" attached hereto and incorporated herein by reference.

U.S. Bank National Association ("Bank") has made or agreed to make a loan or loans to Digital Attic, Inc. secured by a Mortgage or Deed of Trust covering the Premises dated 11/15/05 (check one of the following as appropriate)

and recorded in the office of the \_\_\_\_\_ for \_\_\_\_\_ County, \_\_\_\_\_ on \_\_\_\_\_ as Document No. \_\_\_\_\_ in Book \_\_\_\_\_ of \_\_\_\_\_ at Page \_\_\_\_\_

which is to be recorded concurrently herewith (as modified, supplemented, renewed, extended, consolidated, increased or replaced, and which may also secure future advances made by Bank, the "Mortgage"); provided, however, that said Lease is subordinate to the lien of the Mortgage.

Tenant hereby covenants that the Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant in and to the Premises, including but not limited to any option or right of first refusal to purchase all or any portion of the Premises, or any acquisition of title to the Premises or any portion thereof by Tenant while the Mortgage may be in effect, are and shall be subject and subordinate in all respects to the Mortgage and Lender's right, title and interest in the Premises and to all of the terms and conditions contained in the Mortgage, to any increases in the amounts secured by the Mortgage, and to any renewals,

**BOX 333-CT**

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modifications, replacements, consolidations and extensions thereof. Tenant further acknowledges and agrees that in the event of foreclosure of the Mortgage, or in the event that the Bank shall acquire the Premises by conveyance in lieu of foreclosure of the Mortgage, the Lease shall be terminated and of no further force and effect.

Dated as of: November 15, 2005

**TENANT:**

(Individual)

Midwest Media Group, Inc.

Name (Organization)  
a(n) Illinois Corporation

By

Tenant Name N/A

Name and Title Michael R McDonald,  
President *Vice President*

By

Tenant Name N/A

Name and Title John M Connolly, *Vice*  
President

U.S. Bank N.A.

By

*William R. Benson*

Name and Title William R Benson, Officer

**UNOFFICIAL COPY****Exhibit A  
Legal Description****PARCEL 1:**

UNIT 3 IN THE LINCOLN ATRIUM CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

**PARCEL A:**

THAT PART OF LOT 2 IN LINCOLN EXECUTIVE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN AUGUST BUSSE'S DIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1981 AS DOCUMENT 26056020, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 2, SAID POINT BEING 505.81 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREE, 01 MINUTE, 27 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 505.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES, 58 MINUTES, 33 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 39.76 FEET (RECORDED 39.76 FEET) TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 2;

THE FOLLOWING COURSES ARE ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE NORTH 09 DEGREES, 28 MINUTES, 33 SECONDS WEST, A DISTANCE OF 70.94 FEET (RECORDED 70.88 FEET) TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 33 DEGREES, 58 MINUTES, 33 SECONDS WEST, A DISTANCE OF 182.00 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 00 DEGREE, 01 MINUTE, 27 SECONDS EAST, A DISTANCE OF 284.77 FEET TO A CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES, 58 MINUTES, 33 SECONDS EAST, A DISTANCE OF 162.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL B:**

LOT 1 IN LINCOLN EXECUTIVE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN AUGUST BUSSE'S DIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1981 AS DOCUMENT 26056020, (EXCEPT THAT PORTION OF LOT 1 TAKEN BY CONDEMNATION IN CASE 94L50202), AND,

EXCEPT THAT PART OF LOT 1 IN LINCOLN EXECUTIVE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN AUGUST BUSSE'S DIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1981 AS DOCUMENT 26056020, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 27 DEGREES, 05 MINUTES, 35 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 11.27 FEET TO THE POINT OF BEGINNING AT THE SOUTHWESTERLY LINE OF ALGONQUIN ROAD AS WIDENED; THENCE SOUTH 63 DEGREES, 11 MINUTES, 02 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF ALGONQUIN ROAD AS WIDENED, A DISTANCE OF 15.70 FEET (SAID SOUTHWESTERLY LINE OF ALGONQUIN ROAD AS WIDENED, BEING A STRAIGHT LINE DRAWN FROM POINT ON THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 11.27 FEET AS MEASURED

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ALONG SAID WESTERLY LINE, SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 1 TO A POINT ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 11.18 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1); THENCE SOUTH 26 DEGREES, 48 MINUTES, 58 SECONDS WEST, A DISTANCE OF 21.29 FEET; THENCE SOUTH 06 DEGREES, 56 MINUTES, 53 SECONDS EAST, A DISTANCE OF 22.07 FEET; THENCE SOUTH 49 DEGREES, 43 MINUTES, 46 SECONDS EAST, A DISTANCE OF 33.35 FEET; THENCE SOUTH 40 DEGREES, 16 MINUTES, 14 SECONDS WEST, A DISTANCE OF 104.60 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 225.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 5.12 FEET TO THE WEST LINE OF SAID LOT 1 (THE CHORD OF SAID ARC BEARS SOUTH 39 DEGREES, 37 MINUTES, 07 SECONDS WEST, A DISTANCE OF 5.12 FEET); THENCE NORTH 00 DEGREE, 01 MINUTE, 27 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 78.40 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 27 DEGREES, 05 MINUTES, 35 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 84.15 FEET TO THE POINT OF BEGINNING;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 22, 2004 AS DOCUMENT 0402232122, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

SIGN EASEMENT FOR THE BENEFIT OF "PARCEL B" ABOVE, AS CREATED BY THE FIRST AMENDMENT TO THE CONFIRMATION AND GRANT OF EASEMENT RECORDED APRIL 22, 1991 AS DOCUMENT 91184438 BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 23527 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 23953 OVER A PART OF LOT 3 IN LINCOLN EXECUTIVE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN AUGUST BUSSE'S DIVISION OF PART OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1981 AS DOCUMENT 26056020, IN COOK COUNTY, ILLINOIS.

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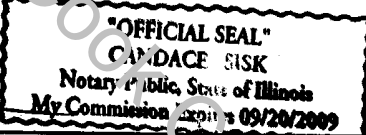
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## CORPORATE ACKNOWLEDGMENT

STATE OF IL )  
COUNTY OF Cook ) ss.

On this day before me, the undersigned Notary Public, personally appeared Michael R McDonald and John M Connolly and personally known to me or proved to me on the basis of satisfactory evidence to be the President and Vice President of Midwest Media Group, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, by authority of its Bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

Dated: 11/15/05  
By: [Signature]  
Notary Public in and for the State of IL  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_



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