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## SUBORDINATION AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT made this <sup>30th</sup> 3rd day of September, 1993, by and between LASALLE NORTHWEST NATIONAL BANK, a national banking association, 4747 West Irving Park Road, Chicago, Illinois 60641 (hereinafter referred to as "Mortgagee"), CHICAGO TRIBUNE COMPANY, an Illinois corporation, 777 West Chicago Avenue, Chicago, Illinois 60610 (hereinafter referred to as "Lessee").

WITNESSETH : DEPT-11 RECORD - T \$33.00  
: T#3333 TRAN 3743 10/08/93 12:24:00  
: #6346 # \*-93-807720  
: COOK COUNTY RECORDER

WHEREAS, on the 13th day of August, 1983, WILLIAM KRITT, the sole beneficiary of LASALLE NATIONAL TRUST N.A., as trustee under Trust Agreement dated September 3, 1993 and known as Trust No. 180295 (hereinafter referred to as "Lessor"), entered into a written Agreement (hereinafter called "Lease") with Lessee, wherein Lessor demised and leased to Lessee a certain parcel of real estate (hereinafter referred to as the "Demised Premises") legally described in Exhibit A attached hereto; and

WHEREAS, Lessor, on or about the 30th day of September, 1993, executed and delivered to Mortgagee its Promissory Note, and its Mortgage ("Mortgage") covering the Demised Premises as security for payment of such Note, which mortgage was recorded in the office of the Recorder of Deeds of Cook County, Illinois on 10/8/93 as Document No. 93807718; and

WHEREAS, Lessee and Mortgagee desire to confirm their understanding with respect to priority between the Lease and the aforementioned Mortgage lien on the Demised Premises.

NOW, THEREFORE, in consideration of their mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

**ITEM 1.** The Lease between Lessor and Lessee, as supplemented and amended from time to time, and any sublease at anytime executed by the Lessee, shall be subordinate, inferior and secondary to the lien of the Mortgage placed against the Demised Premises by Lessor in favor of Mortgagee and to any renewal, modification and extension of such Mortgage and the Note secured thereby.

**ITEM 2.** So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or additional charges or in the performance of any of the other terms, covenants or conditions of the Lease on Lessee's part to be

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Lisa Downey

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performed, Lessee's possession of the Demised Premises and Lessee's rights and privileges during the term of the Lease, or any extension or renewal thereof, shall not be diminished or interfered with by Mortgagee, nor shall Mortgagee take any action to disturb Lessee's occupancy of the Demised Premises during the term of the Lease or any extension or renewal thereof.

**ITEM 3.** In the event of any default under such Mortgage or the Note secured thereby, and by reason thereof, the Lender shall institute proceedings to foreclose the Mortgage, in the event of a sale of the Demised Premises by foreclosure, or by any sale, transfer, or conveyance of the Demised Premises in lieu thereof, the Demised Premises shall be sold, transferred, and conveyed subject to the Lease, Lessee's occupancy of the Demised Premises shall not be terminated provided that the Lessee is not in default under the Lease, and further provided that the Lessee shall attorn to the purchaser at such sale, and shall make all future rental payments to the purchaser as such foreclosure sale, its grantees, successors and assigns.

**ITEM 4.** In the event the Mortgage is foreclosed for any reason, and the Mortgagee succeeds to the interest of the Lessor under the Lease, the Lessee shall be bound to the Mortgagee under all of the terms of the Lease for the balance or the term thereof remaining with the same force and effect as if the Mortgagee were the landlord under the Lease, and the Lessee shall attorn to the Mortgagee as its landlord, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon the Mortgagee succeeding to the interest of the Lessor under the Lease. The respective rights and obligations of the Lessee and the Mortgagee upon such attornment shall be to the extent of the then remaining balance of the term of the Lease be the same as now set forth therein.

**ITEM 5.** This Agreement may be modified, changed or amended only in writing signed by the parties hereto, or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any sublessee of Lessee.

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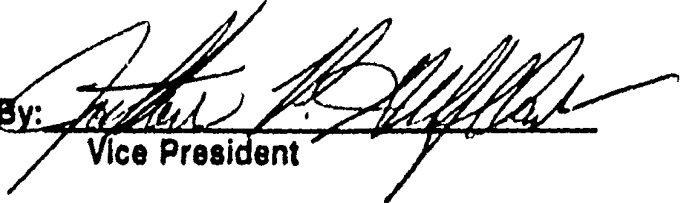
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

**MORTGAGEE:**

**LASALLE NORTHWEST NATIONAL BANK, a national banking association**


By:   
Vice President

ATTEST: \_\_\_\_\_

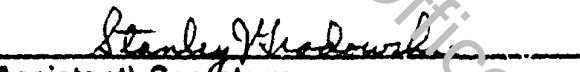
  
(Assistant) Secretary — Loan Officer

**LESSEE:**

**CHICAGO TRIBUNE COMPANY, an Illinois corporation**

By:   
Vice President

ATTEST:

  
(Assistant) Secretary

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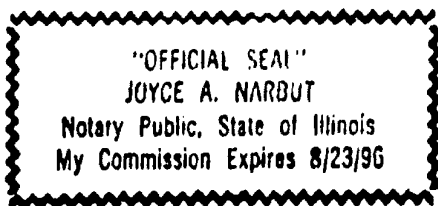
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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF C O O K    )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that HOWARD HAY, Vice-President and STANLEY J. GRADONSKI, JR., Secretary of CHICAGO TRIBUNE COMPANY, an Illinois corporation, who are personally known to me to be same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Corporation as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5<sup>th</sup> day of October, 1993.



Joyce A. Narbut  
NOTARY PUBLIC

My Commission Expires:

8/23/96

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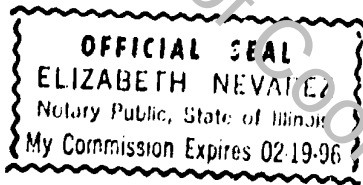
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STATE OF ILLINOIS )  
  ) SS  
COUNTY OF C O O K )

*Loan  
officer*

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Jonathan P. Gilfillan (Assistant) Vice President, and Heidi Jalabson (Assistant) Secretary of LASALLE NORTHWEST NATIONAL BANK, a national banking association, who are personally known to me to be same person whose names are subscribed to the foregoing instrument as such (Assistant) Vice President and (Assistant) Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5<sup>th</sup> day of October, 1993.



Elizabeth Nevarez  
NOTARY PUBLIC

My Commission Expires:

2-19-96

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOTS 3, 4, 5, 6, 7, 8, 9, (EXCEPT THE EAST 17 FEET OF SAID LOTS); 10, 11, 12, 13, AND THE NORTH 20 FEET OF LOT 14 (EXCEPT THAT PART TAKEN FOR WIDENING WESTERN AVENUE); LOTS 25, 26, 27, AND THE EAST 1/2 OF LOT 28, LOTS 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 AND 45 (EXCEPT THAT PART OF SAID LOT 45, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 45; THENCE SOUTH 00 DEGREES 01 MINUTES 08 SECONDS WEST, 5 FEET ALONG THE WEST LINE OF SAID LOT 45; THENCE NORTH 82 DEGREES 53 MINUTES 20 SECONDS EAST 38.160 FEET TO THE NORTH LINE OF SAID LOT 45; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 45 TO THE POINT OF BEGINNING; AND THE EAST 25 FEET OF LOT 46 ALL IN COSSITT'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE EAST 10.186 ACRES OF THE WEST 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO THE EAST 1/2 OF THE NORTH 27.4 FEET OF THE VACATED ALLEY WEST AND ADJOINING LOTS 3 AND 4, ALL IN SAID COSSITT'S ADDITION TO CHICAGO; AND ALSO THE WEST 1/2 OF VACATED ALLEY EAST OF AND ADJOINING THE NORTH 27.4 FEET OF LOTS 45 AND 46 IN SAID COSSITT'S ADDITION TO CHICAGO, AND ALSO THE NORTH AND SOUTH 18 FOOT VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF 4 TO 9 BOTH INCLUSIVE, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 40 TO 45 BOTH INCLUSIVE, LYING SOUTH OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 4, 20.6 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 40, ALL IN SAID COSSITT'S ADDITION TO CHICAGO; AND ALSO THE WEST 1/2 OF THE NORTH AND SOUTH 18 FOOT VACATED PUBLIC ALLEY LYING EST OF AND ADJOINING LOTS 38 AND 39 IN SAID COSSITT'S ADDITION TO CHICAGO; AND ALSO THE EAST 1/2 OF THE NORTH AND SOUTH 18 FOOT VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING LOTS 10 AND 11 IN SAID COSSITT'S ADDITION TO CHICAGO; AND ALSO THE EAST 1/2 OF THE 18 FOOT ALLEY WEST AND ADJOINING LOTS 12, 13 AND THE NORTH 30 FEET OF LOT 14 IN SAID COSSITT'S ADDITION TO CHICAGO; AND ALSO LOT 14 AND THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 14, ALL TAKEN AS TRACT, (EXCEPT THEREFROM THE ORTH 20.0 FEET THEREOF) AND (EXCEPT THAT PART TAKEN FOR WIDENING OF NORTH WESTERN AVENUE) ALSO THAT PAT OF LOTS 15 TO 24, BOTH INCLUSIVE, LYING WEST OF AND WEST LINE OF NORTH WESTERN AVENUE AS WIDENED AND THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 15 TO 24, BOTH INCLUSIVE, ALL IN VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 15 TO 24, BOTH INCLUSIVE, ALL IN COSSITT'S ADDITION TO CHICAGO, AND ALSO LOTS 1 TO 5 IN THE SUBDIVISION OF

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LOT 29 AND THE WEST 1/2 OF LOT 28 IN COSSITT'S ADDITION TO CHICAGO, AND ALSO THE WEST 1/2 OF THE 18 FOOT ALLEY LYING EAST OF AND ADJOINING LOTS 30 TO 37 IN SAID COSSITT'S ADDITION TO CHICAGO, AND ALSO THE WEST 1/2 OF THE 18 FOOT ALLEY LYING EAST OF AND ADJOINING LOT 25 IN SAID COSSITT'S ADDITION TO CHICAGO; AND ALSO ALL BEING A SUBDIVISION OF THE EAST 10.186 ACRES OF THE NORTH 1/2 OF THE NORTH OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/2 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

LOTS 7 TO 11 IN BLOCK 1 IN DAVID ADDITION TO CHICAGO, BEING THE EST 15/16 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND ALSO THE NORTH 1/2 OF THE EAST-WEST ALLEY LYING SOUTH OF AND ADJOINING LOTS 7 TO 11 IN BLOCK 1 IN DAVID ADDITION TO CHICAGO AFORESAID.

Property Address : 342 W. Western Avenue  
~~2414~~ W. Fulton Street  
Chicago, IL

Pin # 16-12-402-023, 024  
16-12-402-040, 053, 055 to 058  
16-12-402-047 to 051

Vacant land at NE corner of Fulton and  
Artesian IN Chicago, IL

16-12-414-066

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