

INSTRUMENT PREPARED BY:
Nicholas Geroulis
Martin & Karcazes, Ltd.
30 N. LaSalle St. - Suite 4020
Chicago, Illinois 60602



0010097881

PLEASE MAIL TO:
Plaza Bank
7460 W. Irving Park Road
Norridge, IL 60634

*MD 426917
WR*

SUBORDINATION AGREEMENT

4-jm

WHEREAS, ANDREW SOTEROPOULOS (hereinafter called "Borrower") seeks to borrow the sum of \$650,000 from Plaza Bank (hereinafter called "Lender") and Lender is willing to lend said sum;

WHEREAS, in order to induce Lender to make said loan, Borrower (hereinafter also called "Mortgagor") wishes to secure this loan with a mortgage in favor of the Lender upon the real estate commonly known as 4550 S. Pulaski Road, Chicago, Illinois 60632 (hereinafter called the "Property") and legally described as on Exhibit "A" attached hereto.

WHEREAS, S & M Restaurant, Inc. d/b/a Brighton Restaurant (hereinafter called "Tenant") holds a leasehold interest upon the Property, by virtue of a lease agreement between Tenant and Mortgagor (hereinafter called "Lease").

WHEREAS Lender requires Tenant to subordinate its leasehold interest in the Property by virtue of the Lease in favor of the Lender's Mortgage dated January 29, 2001 (the "Mortgage") which secures a note in the original principal amount of \$650,000 (the "Note");

WHEREAS Tenant is willing to subordinate its leasehold interest in the Property;

NOW THEREFORE, in consideration of the premises, Tenant and Lender agree as follows:

1. Tenant acknowledges that its leasehold interest in the Property shall be subordinate to the mortgage interest of Lender given to secure a note and any other obligations secured thereby, present or future, which mortgage and security interest are evidenced by the Mortgage.
2. Tenant further acknowledges that its leasehold interest shall remain subordinate to the mortgage interest of the Lender as long as the note, or any other sums advanced by lender and secured by the Mortgage remain unpaid.
3. Tenant shall not prepay rent to Borrower without the written consent of Lender.

4. In the event Lender shall foreclose the Mortgage and title shall be transferred to Lender, its successors or assigns, Lender, its successors or assigns, shall not be liable to Tenant for any security deposit paid to Borrower under the terms of the Lease.

5. At Lender's sole discretion, the Lender shall have the right to foreclose the Tenant's interests under the Lease through a foreclosure proceeding; however, the Lender is not required to do such but shall have the right to so act if it deems it appropriate without any recourse from the Landlord and/or Tenant.

6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

7. This Agreement shall be construed according to the laws of the State of Illinois.

8. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the 29th day of January, 2001.

PLAZA BANK, Lender

By: [Signature]
Its Counsel

S & M Restaurant, Inc. d/b/a Brighton
Restaurant, Tenant

Attest:

[Signature]
Its Secretary

By: [Signature]
Its President

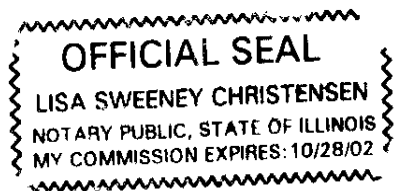
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Lisa Sweeney Christensen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, NICHOLAS GEROULIS personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to counsel to and the authorized agent of Plaza Bank and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, and as the free and voluntary act of Plaza Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of January, 2001.

Lisa Sweeney Christensen
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, Lisa Sweeney Christensen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Andreas Soteropoulos and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the _____ President and _____ Secretary of S & M Restaurant, Inc. d/b/a Brighton Restaurant and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of January, 2001.

Lisa Sweeney Christensen
Notary Public

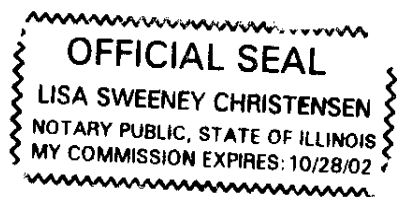


EXHIBIT A

LOTS 90 AND 91 IN FREDERICK H. BARTLETT'S 47TH STREET SUBDIVISION OF LOT "C" IN CIRCUIT COURT PARTITION OF THE SOUTH ½ OF SECTION 3 IN THAT PART OF THE NORTHWEST ¼ LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers: 19-03-415-013 and 19-03-415-014

Commonly Known As: 4550 South Pulaski Road, Chicago, IL 60632

Property of Cook County Clerk's Office