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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, dated as of the **10th day of December, 2002**, is executed by and among **Allstate Investments, L.L.C.** as lender ("Lender"), and **Marshalls of IL, LLC** as tenant ("Tenant"), who both agree as follows:

WITNESSETH

WHEREAS, Tenant is a party to a certain Lease, dated **October 25, 1995**, as amended, (hereinafter referred to as the "Lease") with **Inland Real Estate Corporation (successor in interest to Tucker Properties Investments Inc.)**, as landlord (hereinafter referred to as "Landlord") covering certain premises more fully described in said Lease (hereinafter referred to as "Demised Premises") located at **Six Corners, 4612 West Irving Park Road, Chicago, Illinois 60641**;

WHEREAS, Landlord is the owner and holder of Landlord's interest pursuant to the Lease;

WHEREAS, the Demised Premises are part of a shopping center located at **Six Corners, 4612 West Irving Park Road, Chicago, Illinois 60641**, as described further in Exhibit A, a copy of which is attached hereto (hereinafter referred to as "Property");

WHEREAS, Lender is or intends to be the owner and holder of a Mortgage made or to be made by Landlord to Lender and encumbering the Property (hereinafter referred to as "Mortgage"); and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. Tenant and Lender hereby covenant and agree that the lien of, but not the terms and provisions of, the Lease shall be, and the same hereby is, made subordinate to the lien of, but not the terms and provisions of, the Mortgage and to all advances made thereunder;

2. In consideration of the agreements of Lender contained herein, Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder, shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person claiming under said holder, as its landlord under the terms of said Lease;

3. In consideration of the agreements of Tenant contained herein, Lender consents to said Lease and agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed, except in accordance with the provisions of said Lease and the holder of such Mortgage or any person claiming thereunder shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease with the same force and effect as if the holder of such Mortgage or any person claiming thereunder were the Landlord under the Lease;

4. Lender and Tenant hereby acknowledge and represent to each other that the individuals executing this Agreement below are duly authorized by the Lender and Tenant respectively; and

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5. This Agreement shall bind and inure to the benefit and burden of Lender and Tenant their respective successors, assigns and/or representatives, as their interests may appear from time to time.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.


WITNESS:

LENDER

Allstate Investments, L.L.C.

Diana M. Salibi

Name
Title

Rah Beylotti


WITNESSES AS TO BOTH:

TENANT

Marshalls of IL, LLC

Beverly J. Kennedy

By:

Jay H. Meltzer
Its: Secretary / Clerk

Karen McClain

By:

Mary B. Reynolds
Mary B. Reynolds
Its: Treasurer

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LENDER'S ACKNOWLEDGMENT

STATE OF Illinois)
) SS.
 CITY/COUNTY OF Cook)

The foregoing instrument was acknowledged before me this
23rd day of December, 2002 by RALPH A. BERGHOLTZ and
_____ on behalf of ALLSTATE INVESTMENTS, LLC



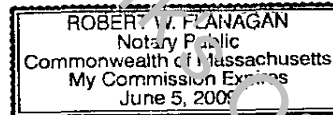
Teresa A. Spiedel
 Notary Public
 My Commission Expires: 7-11-05

TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
 COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 11th
 day of December, 2002 by Jay H. Meltzer, Secretary / Clerk and Mary B. Reynolds,
 Treasurer, respectively, of Marshalls of IL, LLC, on behalf of the corporation.

Robert W. Flanagan
 Notary Public
 My Commission Expires: _____

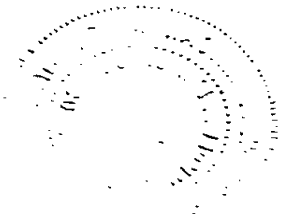


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Property of Cook County Clerk's Office



BOX 333-CTP

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EXHIBIT "A"

Attach Legal Description Here.

Parcel 1:

Lots 2, 4 and 5 in Marketplace at Six Corners Subdivision, being a resubdivision of part of Lombard's Addition to Montrose, a subdivision of part of the Southwest Quarter of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, and lying West of the Chicago, Milwaukee & St. Paul Railroad, according to the Plat of Subdivision recorded only as Document Number 96835577, in Cook County, Illinois.

Parcel 2:

Easement for ingress, egress, parking and utilities over the real estate described in Exhibit A-2 created by the Operation and Easement Agreement dated as of October 18, 1996 by and between Sears Roebuck and Co. and Six Corners Development L.L.C., recorded on November 1, 1996 as Document Number 96835579, in Cook County, Illinois.

Lots 1 and 3 in Marketplace at Six Corners Subdivision, being a resubdivision of part of Lombard's Addition to Montrose, a subdivision of part of the Southwest Quarter of Section 15, Township 40 North Range 13 East of the Third Principal Meridian, and lying West of the Chicago, Milwaukee & St. Paul Railroad, according to the Plat thereof recorded on November 1, 1996 as Document Number 96835577, in Cook County, Illinois.

PTWS 13-15-314-026/028/029/031

Address 4612 W. Irving Park, Chicago

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