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Cook County Recorder 67.50

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT



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THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 1st day of December, 1999 between LASALLE BANK NATIONAL ASSOCIATION, a national banking association (hereinafter called "Mortgagee"), which has an office at 135 South LaSalle Street, Chicago, Illinois 60603 and TUSCANY WHEELING, L.L.C., an Illinois limited liability company (hereinafter called "Tenant"), which has an office at 1418 West Fullerton, Chicago, Illinois 60614.

WITNESSETH:

WHEREAS, Tenant is a party to a certain Store Lease dated November 1, 1999 with Phil Stefani, the sole beneficiary of LaSalle Bank National Association Land Trust No. 122797 (hereinafter called "Landlord"), which lease agreement covers certain premises (the "Premises") in that certain real property commonly known as 550 South Milwaukee Avenue, Wheeling, Illinois 60090 (the "Property") and more particularly described on Exhibit A attached hereto and made a part hereof (herein, said lease agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter, with the consent of Mortgagee, entered into, are collectively called the "Lease");

WHEREAS, Mortgagee has agreed to make a loan to LaSalle Bank National Association, not personally, but solely as Trustee under a Trust Agreement dated October 22, 1999 and known as Trust No. 122797, which land trust is the record owner of the Property, to be secured by the lien of mortgages (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof, and substitutions therefor, now existing or hereafter entered into, collectively called the "Mortgage") on the Property; and

WHEREAS, the parties hereto desire to set forth their agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The Lease including all of the terms, covenants and provisions thereof) is and shall be subject and subordinate to the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon.

2. Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance

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(and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease.

3. Mortgagee, for itself and its successors and assigns, and for any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser and transferee (herein, Mortgagee and each such other party is called a "New Landlord"), hereby covenants and agrees with Tenant that in the event Mortgagee or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure, deed in lieu thereof or otherwise, provided Tenant is not then in default under the Lease, and so long as Tenant is not in default under the Lease, that: (a) the Lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between Mortgagee, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Mortgagee, or such other New Landlord (as the case may be); and (b) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by such Mortgagee or such other New Landlord by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

4. The Tenant hereby agrees to provide Mortgagee with written notice of any default under the Lease by the Landlord and to permit Mortgagee to remedy such default within the applicable grace period, if any, set forth in the Lease, prior to exercising any right or remedy of the Tenant under the Lease. Notwithstanding the foregoing, Tenant agrees that Mortgagee shall have no obligation to remedy any such default.

5. Tenant agrees from time to time, upon not less than fifteen (15) days' prior written request by Mortgagee, to execute, acknowledge and deliver to Mortgagee an estoppel certificate containing such information with respect to Tenant and the Lease as Mortgagee may reasonably require.

6. In the event that Mortgagee or any other New Landlord shall succeed to the interest of Landlord under the Lease, Tenant agrees as follows:

A. Mortgagee or such other New Landlord shall not be: (i) subject to any credits, offsets, defenses, claims or counterclaims which Tenant might have against any prior landlord (including Landlord), except as specifically set forth in the Lease, (ii) bound by any rent or additional rent which Tenant shall have paid more than one month in advance to any prior landlord (including Landlord), (iii) bound by any covenant to under take or complete any improvement to the Premises or the Property, or (iv) bound by any amendment or modification to the Lease, or waiver of any provision of the Lease executed after the date hereof, which has not been consented to in writing by Mortgagee;

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B. No New Landlord (including, without limitation, Mortgagee) shall be liable for: (i) any act or omission of any prior landlord (including Landlord), (ii) return of any security deposit made by Tenant to Landlord unless such New Landlord shall have actually received such security deposit from Landlord, or (iii) any payment to Tenant of any sums, or the granting to Tenant of any credit in the nature of a contribution towards the cost of preparing, furnishing or moving into the Premises or any portion thereof; and

C. Tenant shall look solely to the Property for recovery of any judgment or damages from Mortgagee or such other New Landlord, and neither Mortgagee or such other New Landlord shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. In addition, neither Mortgagee or such other New Landlord nor any successor or assign of Mortgagee or such other New Landlord shall have at any time or times hereafter any personal liability, directly or indirectly, under or in connection with or secured by any agreement, lease, instrument, encumbrance, claim or right affecting or relating to the Property or the Collateral (defined for purposes hereof as defined in the Mortgage) or to which the Property or the Collateral is now or hereafter subject. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Mortgagee or such other New Landlord provided by law or by any other contract, agreement or instrument.

7. Tenant, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Tenant will not (a) enter into any subordination agreement with any person other than Mortgagee; or (b) agree to allow to or recognize any other than that of the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgage on the Property).

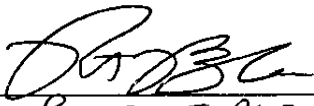
8. Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to an addressee upon the addressee thereof on the earlier of (i) actual delivery to such addressee at its address set out above, or (ii) the third business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee at its address set out above, with a copy to, in the case of communications to Mortgagee, Jenner & Block, One IBM Plaza, Chicago, Illinois 60611, attention: Rochelle P. Slater. By notice complying with this section, any party may from time to time designate a different address in the 48-contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

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

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and hear first above written.

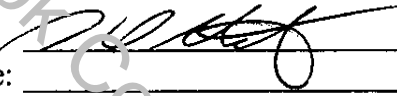
Mortgagee

LASALLE BANK NATIONAL ASSOCIATION
a national banking association

By: 
Name: ROBERT J BLEE
Title: VP

Tenant

TUSCANY WHEELING, L.L.C.
an Illinois limited liability company

By: 
Name: _____
Title: _____

This instrument prepared by
(when recorded, return to):

Rochelle P. Slater
Jenner & Block
One IBM Plaza
Chicago, Illinois 60611

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STATE OF ILLINOIS)
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COUNTY OF COOK)

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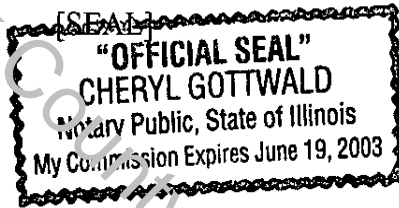
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I, Cheryl Gottwald, a Notary Public, do hereby certify that Phil Stefani, personally known to me to be the Managing Member of TUSCANY WHEELING, L.L.C., an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Managing Member, he signed and delivered the said instrument as Managing Member of said limited liability company, pursuant to authority, given by the Managing Member of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of December, 1999.



Notary Public



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EXHIBIT A

DESCRIPTION OF PROPERTY

See attached.

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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EXHIBIT A

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Legal Description

PARCEL 1: LOT 1 IN SECOND ADDITION TO ROSEGATE SUBDIVISION, BEING A RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 15, 1986 AS DOCUMENT LR3575991, IN COOK COUNTY, ILLINOIS EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 23 DEGREES 03 MINUTES 50 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT, BEING ALSO THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, 304.48 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 87 DEGREES 39 MINUTES 10 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 8.55 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 8.00 FEET SOUTHWESTERLY (AS DRAWN PERPENDICULARLY) OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 1 AFORESAID; THENCE SOUTH 23 DEGREES 03 MINUTES 50 SECONDS EAST, ALONG SAID PARALLEL LINE, 287.80 FEET; THENCE SOUTH 33 DEGREES 28 MINUTES 05 SECONDS WEST, 17.98 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE 25.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR INGRESS AND EGRESS OVER THAT PART OF LOT 2 IN SECOND ADDITION TO ROSEGATE SUBDIVISION DESCRIBED AS ROAD EASEMENT AREA NUMBER 3 IN EXHIBIT 'C' TO GRANT OF EASEMENT BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 20, 1961 AND KNOWN AS TRUST NUMBER 16433 AND CASA LUITA RESTUARANTS, INC, DATED DECEMBER 22, 1986 AND FILED DECEMBER 30, 1986 AS DOCUMENT LR3579770.

P.I.N.: 03-12-116-028

Commonly Known As: 550 Milwaukee Avenue
Wheeling, Illinois

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