



INSTRUMENT PREPARED BY:
MARK S. LITNER
JAFFE & BERLIN, L.L.C.
111 W. Washington, Suite 900
Chicago, Illinois 60602

Doc#: 1133318061 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/29/2011 04:07 PM Pg: 1 of 11

MAIL TO:
GOLD COAST BANK
1201 N. Clark St. - Suite 204
Chicago, Illinois 60610

BOX 15

LEASE SUBORDINATION AGREEMENT

WHEREAS, D'AGOSTINO'S MILWAUKEE AVE, LLC, D'AGOSTINO'S PIZZERIA WHEELING, INC., D'AGOSTINO'S PIZZA WRIGLEYVILLE INC., D'AGOSTINO'S PIZZERIA AT THE GLENN, INC., JOSEPH D'AGOSTINO, JANET D'AGOSTINO, JEFFREY D'AGOSTINO and DEBRA D'AGOSTINO (hereinafter collectively called "Borrower") seeks to borrow the principal sum of \$2,928,980.00 from GOLD COAST BANK (hereinafter called "Lender") and Lender is willing to lend said sum;

WHEREAS, in order to induce Lender to make said loan, Borrower wishes to secure this loan with a first mortgage in favor of the Lender upon the real estate commonly known as 241 SOUTH MILWAUKEE AVENUE, WHEELING, ILLINOIS, and legally described on Exhibit "A" attached hereto (hereinafter called the "Property");

WHEREAS, D'AGOSTINO'S PIZZERIA WHEELING, INC. (hereinafter called "Tenant") holds a leasehold interest upon the Property pursuant to a written lease (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 first mortgage dated NOVEMBER 22, 2011 (the "Mortgage"), which secures a note in the original principal amount of \$2,928,980.00 (the "Note");

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

NOW THEREFORE, in consideration of the premises, the parties 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 the 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.

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3. Tenant shall not prepay rent to Borrower without the written consent of Lender.

4. In the event Lender shall foreclose its Mortgage upon the Property 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 Landlord 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 signed in counterpart.

22nd IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the day of NOVEMBER, 2011.

LENDER:

GOLD COAST BANK

By: [Signature]
Its: [Signature]

TENANT:

D'AGOSTINO'S MILWAUKEE AVE, LLC

By: _____
Its: _____

BORROWER:

D'AGOSTINO'S MILWAUKEE AVE, LLC

By: _____
Name: _____
Its: _____

D'AGOSTINO'S PIZZERIA WHEELING, INC.,

By: _____
Name: _____
Its: _____

D'AGOSTINO'S PIZZA WRIGLEYVILLE, INC.

By: _____
Name: _____
Its: _____

D'AGOSTINO'S PIZZERIA AT THE GLENN, INC.

By: _____
Name: _____
Its: _____

SIGNATURES CONTINUED ON NEXT PAGE.

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

8. This Agreement may be signed in counterpart.

22 IN WITNESS WHEREOF the undersigned has hereunto set its hand, on the day of NOVEMBER, 2011.

LENDER:

GOLD COAST BANK

By: _____
Its: _____

TENANT:

D'AGOSTINO'S MILWAUKEE AVE, LLC

By: Jeffrey D. Agostino
Its: Member

BORROWER:

D'AGOSTINO'S MILWAUKEE AVE, LLC

By: Jeffrey D. Agostino
Name: JEFFREY D. AGOSTINO
Its: Member

D'AGOSTINO'S PIZZERIA WHEELING, INC.,

By: Jeffrey D. Agostino
Name: JEFFREY D. AGOSTINO
Its: President

D'AGOSTINO'S PIZZA WRIGLEYVILLE, INC.

By: Jeffrey D. Agostino
Name: JEFFREY D. AGOSTINO
Its: President

D'AGOSTINO'S PIZZERIA AT THE GLENN, INC.

By: Jeffrey D. Agostino
Name: JEFFREY D. AGOSTINO
Its: President

SIGNATURES CONTINUED ON NEXT PAGE.

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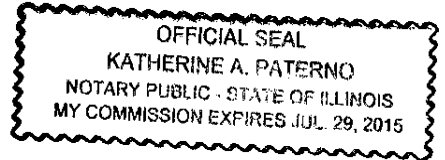
State of Illinois)
) ss.
County of Cook)
 Wheeling

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Jeffrey D'Agostino, known to me to be the same person whose name is subscribed to the foregoing instrument as the President of D'AGOSTINO'S PIZZERIA WHEELING, INC., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: November 22, 2011




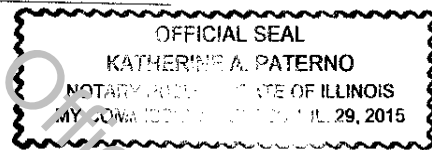
Notary Public



State of Illinois)
) ss.
County of Cook)
 Wheeling

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Joseph D'Agostino, known to me to be the same person whose name is subscribed to the foregoing instrument as the President of D'AGOSTINO'S PIZZA WRIGLEYVILLE INC., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: November 27, 2011


Notary Public

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing instrument as the _____ of D'AGOSTINO'S PIZZA WRIGLEYVILLE INC., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: November ____, 2011

Notary Public

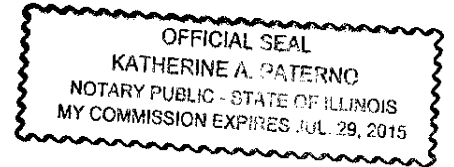
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State of Illinois)
) ss.
County of ~~Cook~~ DeKalb)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Joseph D'Agostino, known to me to be the same person whose name is subscribed to the foregoing instrument as the President of D'AGOSTINO'S PIZZERIA AT THE GLEN, INC., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: November 22, 2011

Notary Public

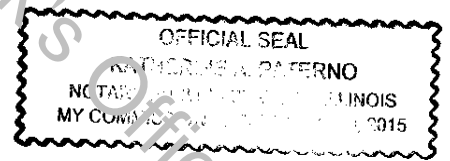


State of Illinois)
) ss.
County of ~~Cook~~ DeKalb)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that JOSEPH D'AGOSTINO, 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 he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Dated: November 22, 2011

Notary Public

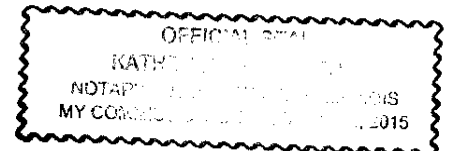


State of Illinois)
) ss.
County of ~~Cook~~ DeKalb)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that JANET D'AGOSTINO, 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 she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Dated: November 22, 2011

Notary Public

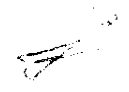


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State of Illinois)
) ss.
County of ~~Cook~~)
 DuPage

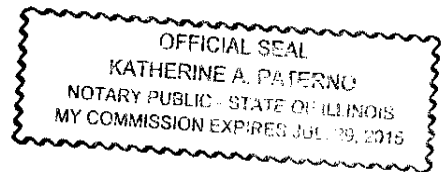
The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that JEFFREY D'AGOSTINO, known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Dated: November 22, 2011



Notary Public

State of Illinois)
) ss.
County of ~~Cook~~)
 DuPage

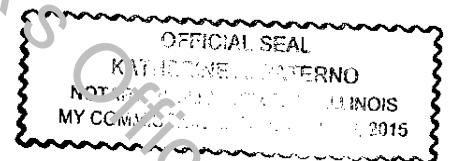


The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that DEBRA D'AGOSTINO, known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Dated: November 22, 2011



Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

(A) THAT PART OF LOT 46 IN COUNTY CLERK'S SUBDIVISION OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1905 AS DOCUMENT 3670973 (SAID LOT 46 BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, AFORESAID), DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF MILWAUKEE ROAD AT A POINT 80 FEET NORTHERLY (MEASURED ALONG CENTER OF SAID ROAD) FROM THE NORTHWEST CORNER OF LAND FORMERLY OWNED BY HENRY BURGHER; THENCE NORTH 38 DEGREES WEST ALONG THE CENTER OF SAID ROAD 30 FEET; THENCE NORTH 52 DEGREES 35 MINUTES EAST 155.5 FEET; THENCE SOUTH 39 DEGREES EAST 30 FEET; THENCE SOUTH 52 DEGREES 35 MINUTES WEST 156 FEET TO THE PLACE OF BEGINNING;

(B) THAT PART OF LOT 46 IN COUNTY CLERK'S SUBDIVISION OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 28, 1905 AS DOCUMENT 3670973 (SAID LOT 46 BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, AFORESAID) LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF MILWAUKEE ROAD 80 FEET NORTHERLY (MEASURED ALONG CENTER OF SAID ROAD) FROM THE NORTHWEST CORNER OF LAND FORMERLY OWNED BY HENRY BURGHER; THENCE NORTH 52 DEGREES 35 MINUTES EAST TO THE EASTERLY LINE OF SAID LOT 46 (EXCEPT THAT PART OF THE SOUTHERLY 80.0 FEET (MEASURED ALONG CENTER OF MILWAUKEE AVENUE) OF LOT 46, AFORESAID, LYING EAST OF A LINE DESCRIBED AS BEGINNING IN THE SOUTH LINE OF SAID LOT 46 AT A POINT 165 FEET EAST OF ITS INTERSECTION WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHERLY IN A STRAIGHT LINE TO A POINT IN THE NORTHERLY LINE OF SAID SOUTHERLY 80.0 FEET WHICH IS 156.0 FEET EAST OF ITS INTERSECTION WITH SAID CENTER LINE OF MILWAUKEE AVENUE)

(ALSO EXCEPT THOSE PARTS OF PARCELS 1(A) AND (B) FALLING IN THAT PART OF SAID LOT 46 TAKEN BY DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE NO. 94 L 50897 (CONSOLIDATED WITH 94 L 50895) DESCRIBED AS BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 46; THENCE NORTHWESTERLY 110.03 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 46 ON AN ASSUMED BEARING OF NORTH 37 DEGREES 53 MINUTES 22 SECONDS WEST; THENCE NORTH 54 DEGREES 50 MINUTES 50 SECONDS EAST, 33.04 FEET;

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THENCE SOUTH 42 DEGREES 19 MINUTES 49 SECONDS EAST, 61.04 FEET; THENCE SOUTH 38 DEGREES 03 MINUTES 43 SECONDS EAST, 43.26 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 46; THENCE SOUTH 45 DEGREES 34 MINUTES 38 SECONDS WEST 38.10 FEET TO THE POINT OF BEGINNING)

IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF MILWAUKEE ROAD WHERE THE SOUTH LINE OF PREMISES CONVEYED BY DEED FROM HENRY WILSON TO BENJAMIN M. WILSON DATED FEBRUARY 11, 1841 AND RECORDED FEBRUARY 17, 1841 IN BOOK 5, PAGE 305, STRIKES THE CENTER OF SAID ROAD; THENCE NORTHWESTERLY ALONG THE CENTER OF SAID ROAD TO CENTER OF DITCH REFERRED TO IN DEED FROM CORNELIUS LANSING AND OTHERS TO HENRY BURGHER DATED FEBRUARY 1, 1844 AND RECORDED MAY 3, 1844 IN BOOK 11, PAGE 407; THENCE NORTHEASTERLY ALONG THE CENTER OF SAID DITCH TO THE CENTER OF DES PLAINES RIVER; THENCE SOUTHEASTERLY ALONG THE CENTER OF SAID RIVER TO THE SOUTH LINE OF PREMISES CONVEYED TO SAID BENJAMIN M. WILSON; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING.

(EXCEPT THAT PART OF LOT 47 IN COUNTY CLERK'S SUBDIVISION OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 28, 1905 AS DOCUMENT 3670973, LYING EAST OF A LINE DESCRIBED AS BEGINNING IN THE SOUTH LINE OF SAID LOT 47 AT A POINT 489.0 FEET EAST OF ITS INTERSECTION WITH THE CENTER LINE OF PAVEMENT OF MILWAUKEE AVENUE AND RUNNING THENCE NORTH IN A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF SAID LOT 47 WHICH IS 165.0 FEET EAST OF ITS INTERSECTION WITH SAID CENTER LINE OF PAVEMENT)

(ALSO EXCEPT THAT PART OF SAID LOT 47 TAKEN BY DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE NO. 94 L 50895 DESCRIBED AS BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 47; THENCE NORTHEASTERLY 38.10 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 47 ON AN ASSUMED BEARING OF NORTH 45 DEGREES 34 MINUTES 38 SECONDS EAST; THENCE SOUTH 38 DEGREES 03 MINUTES 43 SECONDS EAST 182.07 FEET TO THE SOUTH LINE OF SAID LOT 47; THENCE SOUTH 88 DEGREES 37 MINUTES 33 SECONDS WEST 47.79 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 47; THENCE NORTH 37 DEGREES 53 MINUTES 22 SECONDS

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149.30 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 47 TO THE POINT OF BEGINNING)

IN COOK COUNTY, ILLINOIS.

PIN: 03-12-101-050-0000
03-12-101-052-0000
03-12-101-060-0000

COMMON ADDRESS: 241 SOUTH MILWAUKEE AVENUE, WHEELING, ILLINOIS.

Property of Cook County Clerk's Office