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

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

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 CLENNI, 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 Levier 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 NOVEMEBER 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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1133318061 Page: 2 of 11

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٦.	Tenant shall not p	repay rent to	Borrower	without the	written consent	. of Le	ınder

- 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.

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

LENDER: GOLD COAST BANK	TENANT:
By: Thing / I Thongs list of Ex	D'AGOSTINO'S MILWAUKEE AVE, LLC By: Its:
BORROWER:	
D'AGOSTINO'S MILWAUKEE AVE, LLC	D'AGOSTINO'S PIZZERIA WHEELING, INC.,
Ву:	By:
Name:	Name:
Its:	Its:
D'AGOSTINO'S PIZZA WRIGLEYVILLE, INC.	D'AGOSTINO'S PIZZERIA AT THE GLENN, INC.
By:	By:
Name:	
ts:	Name:

- 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.

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

LENDER: GOLD COAST BANK	TENANT: L'AGOSTINO'S MILWAUKEE AVE, LLC
By:	By: Jayer A agistin Its: Pember
BORROWER:	
D'AGOSTINO'S MILWAUKEE AVE, LLC	D'AGOSTINO'S PIZZERIA WHEELING, INC.,
By: Juffield of Classics Name: TEFFREY DAGOSTANO Its: Member	By: A frey or lighting Name: TEFFREY DEFINITIONS Its: President
D'AGOSTINO'S PIZZA WRIGLEYVILLE, INC.	D'AGOSTINO'S PIZZERIA AT THE GLENN, INC.
By: Angle Contine Name: Accepte Agentine Its:	By: Juffrey A Continue Name: TEFFREY DASSAMORE Its: PRESIDENT
CICNIA TUDEO CIONIZIO IL IURE	

1133318061 Page: 4 of 11

JOSEPH D'AGOSTINO	JANET D'AGOSTINO
JEFFREY D'AGOSTINO	DEBRA D'AGOSTINO
same person whose name is s	olic in and for said county, in the aforesaid State, doe the property of the foregoing instrument as the COAST BANK, appeared before me this day in person and delivered the said instrument as his/her own free and lary act of said company, and for the uses and purposes
Dated: November <u>17</u> , 2011	Notary Public
State of Illinois)) ss. County of Cook)	C ficial Seal Joseph A Mezzocchi Notary Public State of Illinois My Commission Expires 05/10/2014
whose name is subscribed to the D'AGOSTINO'S MILWAUKEE AVE acknowledged that he signed and deliver	known to me to be the same person foregoing instrument as the of . LLC, appeared before me this day in person and ed the said instrument as his own free and voluntary act, company, for the uses and purposes therein set forth.
Dated: November, 2011	
	Notary Public

JOSEPH D'AGOSTINO	JANET D'AGOSTINO
DEFFREY D'AGOSTINO	DEBRA D'AGOSTINO
State of Illinois)) ss. County of Cook)	
The undersigned, a Notary Public hereby certify that of COLD CO. and acknowledged that he/she signe 1 and d	in and for said county, in the aforesaid State, does , known to me to be the cribed to the foregoing instrument as the AST BANK, appeared before me this day in person delivered the said instrument as his/her own free and act of said company, and for the uses and purposes
Dated: November, 2011	Notary Public
State of Illinois) ss.	C/O/A/
County of Gook)	2,0
The undersigned, a Notary Public in hereby certify that <u>Jeffrey Discostri</u> , whose name is subscribed to the for D'AGOSTINO'S MILWAUKEE AVE, Li acknowledged that he signed and delivered the	n and for said county, in the aferesaid State, does not be the same person regoing instrument as the person and the said instrument as his own free and voluntary act, pany, for the uses and purposes therein set forth.
Dated: November 77, 2011	
 -'	- سنتم
- PARA	
OFFICIAL SEAL KATHER NE A. PATERNO NOTARY JUBLIC - STATE OF ILLINOIS MY COMMISSION EXPATES JUL. 29, 2015	Notary Public

State of Illinois)		
County of Cook) ss.		
Vulux)		
The undersign	ned, a Notary Public in ar	nd for said county in	the aforesaid State does
nereby certify that	Jettree Westweetill	known to m	ne to be the some manage
whose name is si	uoschoed to the forego	ing instrument ac	the Markey to of
D AGOSTINO 2 M	ZZEKIA WHEELING INC	C., appeared before ${\bf p}$	ne this day in nargan and
acknowledged that he	signed and delivered the sa	aid instrument as his o	wn free and voluntary act
and as the free and vo	oluntary act of said company	y, for the uses and purp	poses therein set forth.
Dated: November 21	2011		
	, 4011	120	
70,		Contract of the second	
C		Notary Public	CXXXXX
	4	,	OFFICIAL SEAL
State of Illinois	0~		KATHERINE A. PATERNO NOTARY PUBLIC - STATE OF ILLINOIS
Country of Chil) ss.		MY COMMISSION EXPIRES JUL. 29, 2015
County of Cook			
	ned, a Notary Public in an	d for soid assume:	d cc
hereby certify that	Coph D 40001110	known to m	the aforesaid State, does
whose hattle is su	ioscribed to the foregoi	ng instrument as i	the f f f f f f f
D MOOSTING 2 MS	ZA WRIGLEYVILLE IN	anneared before m	e this day in name and
acknowledged that he	signed and delivered the sa	id instrument as his ov	un free and voluntamy act
and as the free and vol	luntary act of said company	, for the vises and purp	oses therein set forth.
Dated: November 27			
Dated. November Pr	, 2011		
		E 2 ()	•
	***************************************	Notary Public	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
		rotary radiic	OFFICIAL SEAL KATHERINE AL PATERNO
State of Illinois)		MOTARY RODE OF TELINO
) ss.		MY SOWA TOTAL COLORS IN 1 ML 29,1
County of Cook)		'C
The undersions	nd a Matomi Dulit ' 1		C
hereby certify that	ed, a Notary Public in and	for said county, in t	he aforesaid State, does
whose name is sub	oscribed to the foregoin	, Known to me	to be the same person
D'AGOSTINO'S PIZZ	ZA WRIGLEYVILLE INC	' anneared before me	ne of
deknowiedged that he s	signed and delivered the san	d instrument as his ow	on frage and and t
and as the free and volu	intary act of said company,	for the uses and purpo	ses therein set forth.
Dated: November,		. 1	
·			
	-	Notary Public	

State of Illinois)		
) ss.		
County of Cook)		
The undersigned, a hereby certify that whose name is subscrib' AGOSTINO'S PIZZER and acknowledged that he s	bed to the foregoing instru IA AT THE GLEN, INC., ap- signed and delivered the said inst- intary act of said company, for the	county, in the aforesaid State, does snown to me to be the same person ament as the firster of of peared before me this day in person trument as his own free and voluntary he uses and purposes therein set forth.
700.	The state of the s	
	Notai	ry Public
State of Illinois) ss. County of Gook)	Ox	OFFICIAL SEAL KATHERINE A. CATERNO NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES JUL. 29, 2015
subscribed to the foregoing	instrument appeared before me to the said instrument as bis own the	county, in the aforesaid State, does to be the same person whose name is this day in person and acknowledged in free and voluntary act for the uses
		0.
State of Illinois)) ss. County of Cook)	Notar	OFFICIAL SEAL ANTI-ACTUAL AL PAFERNO NOTAGO DE LA PAFERNO MY COMATICA DE LA PAFERNO ANTI-ACTUAL DE
The undersigned, a hereby certify that JANET I subscribed to the foregoing it	D AGOSTINO, known to me to nstrument appeared before me the the said instrument as her own	be the same person whose name is his day in person and acknowledged in free and voluntary act for the uses
Dated: November 22, 2011	e.t.	45
	Notary	Public Commen
	·	OFFICIAL SMALL
		KATHO OF THE STATE

1133318061 Page: 8 of 11

State of Illinois)				
) ss.				
County of Cook)				
The undersi	gned, a Notary Public	in and for said county,	in the aforesaid State, does		
nereby certify that J	EFFREY D'AGOSTIN(O, known to me to be the	e same person whose name is		
subscribed to the fo	regoing instrument appe	eared before me this day	in person and acknowledged		
that he signed and	delivered the said instru	ment as his own free ar	nd voluntary act for the uses		
and purposes therein	n set forth.		and fortillary does for the does		
7-1	7.				
Dated: Novemoe:	<u>,</u> , 2011				
10					
(X	Notary Public			
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	0.5		OFFICIAL SEAL		
State of Illinois			XATHERINE A DATEDULE S		
_) ss.		TOTALL STATE OF A		
County of Cook			MY COMMISSION EXPIRES JUL. 29, 2015		
,	0/				
The undersig	gned, a Notary Public i	n and for said county,	in the aforesaid State, does		
The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that DEBRA D'AGOSTINO, I nown to me to be the same person whose name is					
subscribed to the for	regoing instrument appea	ared before me this day i	in nerson and acknowledged		
that she signed and delivered the said instrument as our own free and voluntary act for the uses					
and purposes therein	ı set forth.		•		
	~1				
Dated: November /	<u>1</u> ,2011				
			* .		
		Notary Public	7		
			Emmunia.		
			OFFICIAL SEAL KNIESTIME MATERIAL		
			NOTE: CARE CONTERNO		
			MY CC/M///07/2015		

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 (MLASURED ALONG CENTER OF SAID ROAD) FROM THE NORTHWEST CORJER 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 MILW AUKEE 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;

1133318061 Page: 10 of 11

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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 (1344 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 ESTERLY 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 MAKC! 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 ASUMED 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

1133318061 Page: 11 of 11

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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:

NADL PRODUCTION OF COOK COUNTY CLERK'S OFFICE 241 SOUTH MILWAUKEE AVENUE, WHEELING, ILLINOIS.