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149920-17  
PREPARED BY: MAIL TO PREPARER  
STEPHEN H. MALATO, ESQ.  
Hinshaw, Culbertson, Moelmann,  
Hoban & Fuller  
222 North LaSalle, Suite 300  
Chicago, Illinois 60601



HN Loan Number: IL.00875  
The Laredo Plaza Shopping  
Center at the Northwest  
Corner of Dundee and Baldwin  
Roads, Palatine, Illinois

P.I.N.: 02-01-302-020

## SUBORDINATION AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION AND ATTORNMEN T AGREEMENT made this 5TH  
day of Oct, 1988 between:

Household Bank, f.s.b.

herein for convenience referred to as "Mortgagee", and  
S & G Restaurant, Inc.

herein for convenience referred to as "Tenant";

### R E C I T A L S:

A. Pursuant to the terms and conditions of lease agreement  
dated May 16, 1988, 1988, between:

American National Bank & Trust as Trustee under Trust # 57277

as landlord ("Landlord") and Tenant, as tenant, ("Lease  
Agreement"), Tenant leased from Landlord the premises legally  
described on Exhibit "A" attached hereto and made a part hereof  
("Leased Premises").

B. To evidence a loan made by Mortgagee to Landlord in the  
principal amount of FOUR MILLION TWO HUNDRED FORTY TWO THOUSAND  
TWO HUNDRED FORTY TWO AND NO/100 DOLLARS (\$4,242,242.00)  
("Loan"), Landlord executed its note dated October 18, 1988,  
1988, payable to the order of Mortgagee, in the full amount of  
Loan, which is secured by mortgage, in favor of Mortgagee,  
conveying the premises legally described on Exhibit "B" attached  
hereto and made a part hereof ("Entire Premises") (of which  
Leased Premises is a part), recorded in the Office of the  
Recorder of Deeds of Cook County, Illinois as Document  
Number 88-496324 ("Mortgage").

C. As a condition to the initial disbursement of the pro-  
ceeds of Loan, Mortgagee requires that the interest of Tenant in  
and to Leased Premises and Lease Agreement be subordinated to the  
lien of Mortgage.

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NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. Lease Agreement is and shall continue hereafter to be subject and subordinate to the lien of Mortgage.

2. In the event Mortgagee or its successors, assigns, nominees or any party claiming by, through or under Mortgagee (collectively "Successors") shall succeed to the rights of Landlord pursuant to Lease Agreement:

a). upon request Tenant will attorn to Mortgagee or Successors and will perform, for the benefit of Mortgagee or Successors, all of the terms, covenants and conditions contained in Lease Agreement to be kept and performed by it and shall, at the request of Mortgagee or Successors, execute and deliver a written agreement of attornment; and

b). If Mortgagee or Successors request Tenant to attorn to Mortgagee or Successors, Mortgagee or Successors shall not be (i) liable for any act or omission of Landlord or any prior landlord; (ii) subject to any offsets or defenses which Tenant may have against Landlord or any prior landlord (including Landlord); or (iii) bound by any prepayment of rent or additional rent which Tenant may have paid for more than the current month to Landlord or any prior landlord.

3. The term "Mortgagee" shall mean the holder of Mortgage (as the same may be assigned from time to time) and the term "Mortgage" shall mean Mortgage (as the same may be renewed, modified, replaced, extended or consolidated with mortgages placed on Entire Premises, dated subsequent to the date of Lease Agreement).

4. Any and all notices to be given pursuant hereto shall be sufficient if in writing and delivered personally, by "over-night courier service providing one (1) day delivery (which shall be deemed received on the date of delivery thereof) or mailed by United States certified or registered mail, postage prepaid (which shall be deemed received three [3] days following the postmark dates thereof), addressed to Mortgagee and Tenant as follows:

IF to Mortgagee, at 2700 Sanders Road, Prospect Heights, Illinois 60070

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If to Tenant, at 1150 East Dundee Road, Palatine, Illinois  
60067

5. This agreement and the covenants, conditions and promises herein contained shall inure to the benefit of and be binding upon Mortgagee and Tenant, their respective successors, assigns, grantees and legal representatives.


IN WITNESS WHEREOF, Mortgagee and Tenant have caused this agreement to be executed by their duly authorized officers and their respective corporate seals to be affixed hereto, as of the day and year first above written.

Mortgagee

Household Bank, F.S.B.

ATTEST:

By: 

  
Title: Rose C. Mancini  
Assistant Secretary

Title: Alan R. Giever  
Vice President

Tenant

ATTEST: GUS PONTA

By: \_\_\_\_\_

Title: \_\_\_\_\_

SECRETARY  
Title: 

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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Alan R. Giever, Vice President of Household Bank, f.s.b. ("Mortgagee"), and Rose C. Mancini, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth; and ~~the said Assistant Secretary~~ did also then and there acknowledge that as ~~custodian of the corporate seal of Mortgagee~~, did affix the same to said instrument as ~~her~~ own free and voluntary act, and as the free and voluntary act of Mortgagee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of October, 1988.

*Pamela J. Keeney*  
Notary Public

My Commission Expires 10/8/90

"OFFICIAL SEAL"  
Pamela Jean Keeney  
Notary Public, State of Illinois  
My Commission Expires Oct. 8, 1990

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COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: (773) 616-2000 FAX: (773) 616-2001  
WWW.COOKCOUNTYCLERK.COM



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STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that GUS ROMAS, of S & G Restaurant, Inc., ("Tenant"), and \_\_\_\_\_, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SECRETARY and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Tenant, for the uses and purposes therein set forth; and the said SECRETARY did also then and there acknowledge that as custodian of the corporate seal of Tenant, did affix the same to said instrument as his own free and voluntary act, and as the free and voluntary act of Tenant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5TH day of Oct., 1988.

Barbara Palmer  
Notary Public

My Commission Expires JAN 21, 1992

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## LEGAL DESCRIPTION OF LEASED PREMISES

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DEPT 00

\$17.25

7#1111 15AM 1963 10/28/88 16:24:00

#7732 # A 31-33-498872

COOK COUNTY RECORDER

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1725

EXHIBIT "A"

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20240817

## LEGAL DESCRIPTION OF ENTIRE PREMISES

The west 405.00 feet of that part of the east half of the S.W. quarter of Section 1, Township 42 North, Range 10, East of the 3rd P.M., which lies east of the west 30 acres thereof (except the south 70 feet taken for Dundee Road, also except the North 300 feet of the South 370 feet of the West 225 feet thereof, also except the North 2096.75 feet East of the West 30 acres), in Cook County, Illinois.

That part of the East half of the Southwest quarter of Section 1, Township 42 North, Range 10 East of the 3rd P.M., which lies East of the West 30 acres thereof; (except the South 70' taken for Dundee Road and except the East 238 feet thereof and also except the North 405 feet thereof, also except the North 2096.75 feet East of the West 30 acres), in Cook County, Illinois.

The East 170.00 feet of that part of the East half of the Southwest quarter of Section 1, Township 42 North, Range 10, East of the 3rd P.M., which lies East of the West 30 acres thereof (except the south 70' taken for Dundee Road and except the East 66' thereof and except the North 170' of the South 240' of the West 170' of the East 238' thereof also except the North 2096.75' East of the West 30 acres), also that part of vacated right of way of Baldwin Road described as follows: That part of the East 66' of the Southwest quarter of Section 1, Township 42 North, Range 10 East of the 3rd P.M., (except the North 2096.75' thereof) lying Northerly of a line 66' Northwesterly of and parallel (as measured at right angles) with a line drawn through a point on the West line of the Southeast quarter of said Section 1, said point being 327.61' North of the South line of said Southeast quarter, to a point on the East line of the West 66' of said Southeast quarter, 477.61' North of the South line of said Southeast quarter, in Cook County, Illinois.

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EXHIBIT "B"

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