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gc. (initials)

RECORDING REQUESTED BY:

The Prudential Insurance Company of America

AND WHEN RECORDED MAIL TO:

David A. Lapins, Esq.
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago Illinois 60606

DEPT-01 RECORDING \$43.50
T#0011 TRAN 4510 11/07/94 10:27:00
#4748 & RV *-94-946161
COOK COUNTY RECORDER

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PRUDENTIAL LOAN NO. 6 100 569

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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

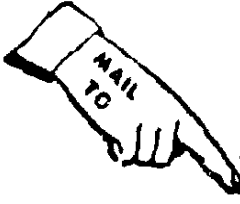
This Subordination, Attornment and Non-Disturbance Agreement (the "Agreement") is made and entered into as of the 28 day of September, 1994, by and among Brown Group Retail, Inc., a Pennsylvania Corporation. ("Tenant"), American National Bank & Trust Company of Chicago, as Trustee under Trust Agreement dated December 1, 1991, and known as Trust No. 114854-06 (hereafter referred to as either "Landlord", or "Borrower") and The Prudential Insurance Company of America, a New Jersey corporation (hereafter referred to as "Lender").

WHEREAS, Lender has made a loan (the "Loan") to Borrower evidenced by a note (the "Note") secured by a mortgage (the "Mortgage") dated September 23, 1994 and recorded among the records of the office of the Cook County, Illinois Recorder of Deeds constituting a first lien upon the land described in Exhibit "A" attached hereto and made a part hereof and the improvements thereon, as well as all of Landlord's right, title interest, estate and claim now owned or hereafter acquired in, to or relating to the items described in (i) through (ix) in the recitals of the Mortgage (collectively, the "Property") and

WHEREAS, Landlord and Tenant have entered into a certain lease dated February 28, 1994, which lease provides for the direct payment of rents from Tenant to Landlord for the use and occupancy of the Famous Footwear store building located at Broadview Village Square, Broadview, Illinois, (the "Premises") by Tenant, as more fully set forth in the lease (hereafter, the lease and all present and future amendments and modifications thereto, and extensions thereof, shall be referred to as the "Lease"); and

WHEREAS, Lender wishes to obtain from Tenant certain assurances that Tenant will attorn to the purchaser at a foreclosure sale in the event of a foreclosure or to the holder of the Note and Mortgage in the event of such holder's exercise of its rights under the Note and Mortgage; and

WHEREAS, Tenant wishes to obtain from Lender certain assurances that so long as Tenant is not in default of Tenant's obligations to Landlord under the Lease, that Tenant shall not be disturbed in its peaceful possession of the Premises as a result of actions taken by Lender pursuant to its rights under the Mortgage; and



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WHEREAS, Tenant and Lender are both willing to provide such assurances to each other upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Subordination and Attornment. The Lease and all of the rights of Tenant thereunder shall be and are hereby declared to be and at all times hereafter shall be and remain subject and subordinate in all respects to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof and all of the rights of the Lender thereunder and all other documents securing the Note. Notwithstanding such subordination, Tenant hereby agrees that the Lease shall not terminate in the event of a foreclosure of the Mortgage whether judicial or nonjudicial or any other proceedings brought to enforce the Mortgage or by deed in lieu of foreclosure and Tenant further agrees to attorn to and to recognize Lender (as mortgagee in possession or otherwise), or the purchaser at such foreclosure sale, as Tenant's landlord for the balance of the term of the Lease, in accordance with the terms and provisions thereof, but subject, nevertheless, to the provisions of this Agreement, which Agreement shall be controlling in the event of any conflict, provided the Lender or purchaser honors all of Landlord's obligations under the terms of the Lease.

2. Estoppel. Landlord and Tenant hereby agree that the Lease is valid, enforceable and in full force and effect, that as of the date hereof there are no defaults by Landlord or Tenant, that there are no set offs or counterclaims by Tenant to the payment of rent due under the Lease, that all conditions to the effectiveness or continuing effectiveness of the Lease required to be satisfied as of the date hereof have been satisfied, that the Lease is a complete statement of the agreement of Tenant and Landlord with respect to the Premises, and that the Lease has not been modified or amended except as set forth below:

Estoppel Certificate dated 9-15-94

Lease Commencement Agreement dated 8-22-94

3. Tenant's Representations and Warranties. Tenant hereby represents and warrants to Lender that it has not subordinated the Lease or any of its rights thereunder to any lien or mortgage other than the Mortgage and that it will not subordinate the Lease or its rights thereunder to any lien or mortgage without the prior written consent of Lender.

4. Lender's Notice and Cure Rights. Tenant agrees with Lender that, from and after the date hereof until payment in full of the indebtedness under the Note, Tenant will not terminate the Lease nor discontinue or abate the rent as a result of a default by Landlord under the Lease, without first giving the Lender notice and an opportunity, at Lender's option, to cure such default, provided such default is capable of being cured by Lender. In the event such default by Landlord under the Lease is not susceptible to cure by the Lender, Tenant may, at its option, exercise all its rights under the Lease (including, without limitation, the right to terminate the Lease or discontinue or abate rent). Notwithstanding the foregoing, Tenant shall not terminate the Lease nor discontinue or abate rent as a result of a default by Landlord under the Lease if (a) the Lender is diligently in the process of

*unless specifically set forth therein or stated in the Estoppel Certificate dated 9-15-94.

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foreclosing on the Property and (b) the continuation of such default by Landlord under the Lease during the time period required for foreclosure does not (i) unreasonably interfere with the Tenant's use and enjoyment of the Premises under the terms of the Lease nor (ii) impose any additional obligations on the Tenant not contained in the Lease. Tenant also agrees that, at the request of Lender the rent payments due under the Lease shall be paid directly to Lender and any such payments to the Lender shall be credited against the rent due under the Lease as if made to the Landlord. Tenant agrees that prior to exercising any of its rights and remedies under the Lease in the event of any default by Landlord thereunder, including any rights of offset, defense or self help provisions contained in the Lease, Tenant shall give written notice to Lender of the occurrence of default by Landlord and Landlord's failure to cure such default pursuant to the terms of the Lease, specifying, with reasonable clarity, the events constituting such default, and shall give Lender thirty (30) calendar days after the date of receipt of such notice to undertake to cure such default, provided however, such thirty (30) day period shall be extended provided that Lender is proceeding diligently to cure such default.

5. Non-Disturbance. So long as Tenant is not in default under the Lease beyond any notice and cure period provided in the Lease, then Lender agrees with Tenant that in the event the interest of Landlord is acquired by Lender, or Lender acquires title to the Property or comes into possession of said Property by reason of foreclosure or enforcement of the Mortgage or the Note, or by a conveyance in lieu thereof, or by any other means, Tenant's possession of the Premises and Tenant's rights, privileges and obligations under the Lease shall not be disturbed, diminished or interfered with by Lender or any party claiming through Lender during the term of the Lease, including any extensions thereof permitted to Tenant, and the Lease shall continue in full force and effect and shall not be terminated except in accordance with the terms of the Lease. In the event Tenant defaults under the Lease or this Agreement, the obligations of Lender hereunder shall, at Lender's election, become null and void and Lender may proceed to extinguish the Lease and all of Tenant's rights and interests in and to the Premises through foreclosure of the Mortgage.

Immediately upon the acquisition by Lender of possession or title to the Property by reason of foreclosure or enforcement of the Mortgage or the Note, or by a conveyance in lieu thereof, or as a result of any other means, Tenant agrees to be bound to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof, including any extensions thereof permitted to Tenant, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto, provided Landlord honors all of Landlord's obligations under the terms of the Lease.

Lender further agrees that if it obtains possession or title to the Property during the Lease term, Lender shall be bound to Tenant under all of the terms, covenants, and conditions of the Lease and Tenant shall, from and after the occurrence of the events set forth above, have the same remedies that Tenant might have had under the Lease against Landlord; provided, however, that Lender shall not be:

- a. liable to Tenant for damages for any act or omissions of Landlord or any prior landlord occurring prior to Lender obtaining possession or title to the Property; or

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b. subject to any offsets, claims or defenses which Tenant might have against Landlord or against any prior landlord which arise prior to the date Lender obtains possession or title to the Property; or

c. bound by any rent or additional rent or deposit, rental security or any other sums which Tenant may have paid to more than ~~Landlord or any other landlord~~; or 30 days in advance; or

d. bound by any amendment or modification of the Lease made without Lender's prior written ~~consent~~ ^{notice}; or

e. bound to the Tenant subsequent to the date upon which the Lender transfers its interest in the Property to any third party; or

f. obligated or liable to Tenant with respect to the construction and completion of the initial improvements in the Premises for Tenant's use, enjoyment or occupancy; or

~~g. obligated or liable to Tenant for any moving, relocation or refurbishment allowance or any payment or allowance for improvements to the Premises or any part thereof; or~~

h. liable for the payment of any leasing commissions or other expenses for which Landlord or any prior landlord incurred the obligation to pay; or

~~i. bound or liable to Tenant under any oral or written notice given by Tenant to Landlord or any prior landlord;~~

6. Obligations of Succeeding Owner. Tenant hereby agrees that any entity or person which at any time hereafter becomes the Landlord under the Lease, including, without limitation, Lender, as a result of Lender's exercise of its rights under the Mortgage, or a purchaser from Lender, shall be liable only for the performance of the obligations of the Landlord under the Lease which arise and accrue during the period of such entity's or person's ownership of the Property.

7. Notices. All notices or other written communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Borrower:

American National Bank and Trust Company of Chicago
Trust No 114854-06
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Land Trust Department

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If to Tenant: Brown Group Retail, Inc.
208 E. Olin Ave.
P.O. Box 8913
Madison, WI 53708-8913

Attention: Director, Lease Administration

If to Lender: The Prudential Insurance Company of America
130 East Randolph Street, Suite 1400
Chicago, Illinois 60601
Attention: Vice President

The Prudential Insurance Company of America
130 East Randolph Street, Suite 1300
Chicago, Illinois 60601
Attention: James L. Woolner, Jr., Esq.

or addressed as such party may from time to time designate in a writing to the other parties hereto and delivered in accordance with the provisions of this Section 7.

8. Miscellaneous. This Agreement may not be amended or modified in any manner other than by an agreement in writing, signed by the parties hereto or their respective successors in interest, and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Property by voluntary deed, assignment or other conveyance or transfer in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Property or acquired possession thereof by, through or under foreclosure of the Mortgage, or by any other manner of enforcement of the Mortgage, or the Note or other obligation secured thereby.

9. Conflicts with Lease. This Agreement shall supersede, as between Tenant and Lender, all of the terms and provisions of the Lease which are inconsistent with this Agreement, but shall not affect any obligations or liabilities of Borrower, as landlord, under the Lease.

~~10. Automatic Amendment of Lease. If any proceedings are brought for the foreclosure of the Mortgage or if Lender shall succeed to the interest of Landlord under the Lease in any manner or way, Tenant agrees that the Lease at such time shall be automatically amended without the necessity of executing any other instrument or agreement, notwithstanding any provision to the contrary contained in the Lease, such that Lender shall not be liable or responsible under any of the provisions of any provision of the Lease which may give rise to liabilities, duties or responsibilities of Lender for any matters relating to construction, hazardous materials or the environment.~~

11. Proceeds of Casualty or Condemnation. The interest of Tenant under the Lease in and to any proceeds of insurance arising from any casualty to the Premises or the

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Property and all interest of Tenant in and to any award for the taking of the Property or the Premises under the power of eminent domain or any payment in lieu of such taking shall be subordinate to the interests of the Lender therein. Tenant shall not seek or accept any such proceeds or awards unless and until all amounts secured by the Mortgage are paid in full.

12. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois and any litigation arising out of this Agreement shall be brought in the courts of the State of Illinois or in the courts of the United States for the Northern District of the State of Illinois and all parties hereto consent to the venue of such courts.

13. Effect of Agreement. Landlord joins in the execution and delivery of this Agreement for the purpose of evidencing its consent to the terms and provisions hereof, and as between Landlord and Tenant, nothing herein contained shall be deemed to alter or modify the Lease. As between Lender and Landlord, nothing contained herein shall be deemed to alter or modify the terms and conditions of the Note, the Mortgage, or any other document or agreement regarding the mortgage loan made by Lender to Borrower.

14. Construction. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Mortgage.

~~15. WAIVER OF TRIAL BY JURY. ALL PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE LOAN DOCUMENTS, INCLUDING, WITHOUT LIMITATION, THIS AGREEMENT, OR ANY ACTS OR OMISSIONS OF LENDER ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.~~

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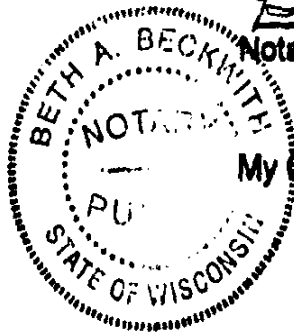
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STATE OF Wisconsin)
) SS.
COUNTY OF Dane)

I, Beth A. Beckwith a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian C. Cook, President of Famous Footwear Division, Brown Group Retail, Inc., and James M. Roe, Vice President, Real Estate, of said corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice-President, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17 day of October, 1994

Beth A. Beckwith
Notary Public



My Commission expires: Sept 8, 1996

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Property of Brian C. Cook, Clerk's Office


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and sealed by their duly authorized representatives as of the date first above written.

ATTEST:
WITNESS:

TENANT: Brown Group Retail, Inc.


JAMES M. ROE
VICE PRESIDENT, REAL ESTATE

By:  (SEAL)
Title: BRIAN E. COOK
PRESIDENT

FAMOUS FOOTWEAR DIVISION

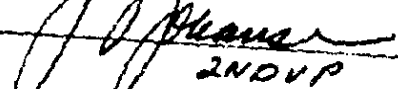
WITNESS:

LANDLORD:

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO AS TRUSTEE AS
AFORESAID

This instrument is executed by the undersigned as Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee and undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

ASST SECRETY

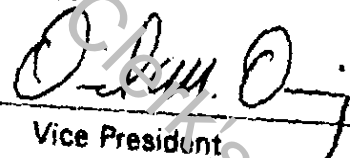
By:  (SEAL)
Title: 2ND VP

ATTEST:

LENDER:

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA


Assistant Secretary

By:  (SEAL)
Vice President

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~~The undersigned is the Guarantor under the {Guaranty} (the "Guaranty"), dated _____ executed and delivered by it to and for the benefit of Landlord. The undersigned hereby consents to the foregoing Agreement and agrees to become and remain bound to Lender under the Guaranty, subject to and in accordance with the terms of the Guaranty, at any time that the Tenant becomes bound to the Lender under the Lease.~~

WITNESS:

GUARANTOR: N/A

By: _____ (SEAL)
Title: _____

ADD APPROPRIATE ACKNOWLEDGEMENTS

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, , a Notary Public in and for said County, in the State

abovesaid, DO HEREBY CERTIFY that the foregoing Instrument was acknowledged before me

this day of OCT 11 1994 by of a
 American National Bank and Trust Company of Chicago
 corporation, on behalf of said corporation. OCT 11 1994

GIVEN under my hand and Notarial Seal this day of , 1994.

L. M. Jankowski
 Notary Public

My Commission Expires:



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Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

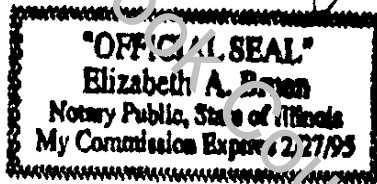
I, Elizabeth A. Bruen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 11th day of October, 1994 by David Durning, as a Vice President of The Prudential Insurance Company of America, a New Jersey corporation, on behalf of said corporation.

GIVEN under my hand and Notarial Seal this 11th day of October, 1994.

Elizabeth A. Bruen
Notary Public

My Commission Expires:

2/27/95



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EXHIBIT A

(Property Description)

The real property located in the City of Broadview, County of Cook, State of Illinois, and described as follows:

LOTS 2, 8, AND 9, (EXCEPT THAT PART OF LOT 9 DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OR LOT 7 OF SAID BROADVIEW VILLAGE SQUARE; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 7, 79.84 FEET FOR POINT OF BEGINNING; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST 10.08 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 7.33 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST, 115.00 FEET; THENCE SOUTH 45 DEGREES 05 MINUTES 44 SECONDS WEST, 36.36 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 117.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 25.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 32.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 125.08 FEET TO A POINT ON THE WEST LIEN OF LOT 7 IN SAID BROADVIEW VILLAGE SQUARE; THENCE NORTH 00 DEGREES 05 MINUTES 44 EAST, ALONG THE WEST LINE OF SAID LOT 7 IN BROADVIEW VILLAGE SQUARE, 167.67 FEET, TO THE POINT OF BEGINNING) AND LOTS 10, 11, AND 12 IN BROADVIEW VILLAGE SQUARE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1994 AS DOCUMENT NUMBER 94212972.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR ACCESS AS SET FORTH IN THE OPERATION AND EASEMENT AGREEMENT DATED JULY 20, 1993 AND RECORDED SEPTEMBER 2, 1993 AS DOCUMENT NUMBER 93703155 OVER AND ACROSS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12 IN BROADVIEW VILLAGE SQUARE AFORESAID.

Permanent Tax Index Numbers:

15-22-400-001
15-22-400-004
15-22-411-001

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Permanent Tax Index Numbers:

15-22-400-001
15-22-400-004
15-22-411-001

*Broadview Village
Square Shopping Center
Broadview, IL*