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COOK COUNTY, ILLINOIS
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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 31st day of January, 1994, between Commercial National Bank of Chicago, having its principal office at 4800 N. Western Avenue, Chicago, IL 60625, hereinafter referred to as "Mortgagee", and PIZZA HUT OF AMERICA, INC., a Delaware corporation, whose address is 9111 East Douglas, P.O. Box 428, Wichita, Kansas, 67201, hereinafter referred to as "Lessee", and Lawlin Associates Beneficiary u/t/a #10410702 of American National Bank & Trust, whose address is c/o The Taxman Corporation, 9933 North Lawler Avenue, Suite 516, Skokie, IL 60077, hereinafter referred to as "Lessor".

WITNESSETH:

WHEREAS, Mortgagee is the holder of a first mortgage upon the real property described in Exhibit "A" attached hereto and incorporated herein by reference; and,

WHEREAS, Lessee has a leasehold interest in said real property by reason of a certain Lease with Lessor dated January 6, 1993, covering the real estate encumbered by the aforesaid mortgage; and,

WHEREAS, it is the desire of Mortgagee that Lessee subordinate its interest in said real property by virtue of said Lease to the lien of said mortgage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. Lessee hereby subordinates its rights under the aforesaid Lease to the lien of Mortgagee as evidenced by that certain mortgage recorded in the office of _____ _____, in Book _____ at Page_____ so that for all purposes the lien of said mortgage shall be deemed to be superior to all rights of Lessee in the real property described in Exhibit "A" attached hereto.

2. Provided Lessee is not in default (and has been given notice thereof) under the terms of the Lease, then:

a. The right of possession of Lessee to the leased premises and Lessee's rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the aforesaid mortgage or the note secured thereby, nor in any other way be deprived of its rights under the Lease.

b. In the event that Mortgagee or any other person acquires title to the mortgaged premises pursuant to the exercise of any remedy provided for in the mortgage, the Lease shall not be terminated or affected by said foreclosure or sale or transfer in lieu of foreclosure or any such proceeding, and Mortgagee hereby covenants that any sale by it of the mortgaged premises pursuant to the exercise of any rights and remedies under the mortgage or otherwise shall be made subject to the Lease and rights of Lessee thereunder; and, Lessee covenants and agrees to attorn to Mortgagee or such other person as its new Landlord, and the Lease shall continue in full force and effect as a direct Lease between Lessee and Mortgagee or such other person upon all the terms, covenants, conditions, and agreements set forth in the Lease.

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BOX 333

c. Neither the mortgage nor any other security instrument executed in connection therewith shall cover or be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal property at any time furnished or installed by or for Lessee or its sublessees or licensees on the aforementioned property regardless of the manner or mode of attachment thereof.

3. The parties hereto agree that rents and other monies due to Lessor under the Lease shall be paid to _____ _____. Upon receipt from Mortgagee of written notice to pay all such rents and other monies to or at the direction of Mortgagee, Lessor authorizes and directs Lessee thereafter to make all such payments to or at the direction of Mortgagee, releases Lessee of any liability to Lessor for any and all payments so made, and shall defend, indemnify, and hold Tenant harmless from and against any and all claims, demands, losses, or liabilities asserted by, through, or under Lessor (except by Mortgagee) for any and all payments so made. Any dispute between Mortgagee (or other Purchaser) and Lessor as to the existence or continuance of a default by Lessor under the terms of the Note or Security Documents, or with respect to the extent or nature of such default, or with respect to foreclosure of Deed of Trust by Mortgagee, shall be dealt with and adjusted solely between Mortgagee (or other Purchaser) and Lessor, and Lessee shall not be made a party thereto.

4. Subject to the provisions hereof, said Lease dated January 6, 1993 shall be subject and subordinate to the lien of the mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications, or replacements thereof.

5. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of any party hereto. However, Lessee agrees to execute and deliver to Mortgagee, or to any person to whom Lessee herein agrees to attorn, such other instrument as either shall request in order to effectuate said provisions.

6. Neither Lessor nor Lessee will, without the prior written consent of Mortgagee: a) modify the Lease or any extension or renewal thereof in such a way as to reduce the rent, accelerate rent payments, shorten the original term, or change any renewal option; b) terminate the Lease except as provided by its terms; c) tender or accept a surrender of the Lease or make prepayment in excess of one (1) month of any rent thereunder; or, d) subordinate the Lease to any lien subordinate to the mortgage.

7. This Agreement shall be filed of record in the appropriate recording office at the time the Mortgage and related security documents are filed. All parties hereto shall promptly receive a copy of this Agreement upon full execution as well as a file-stamped original of the same.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

COMMERCIAL NATIONAL BANK OF CHICAGO

By _____

Name: Joseph A. Di Cola

Title: ~~President/Vice President~~ Commercial Loan Officer

"MORTGAGEE"

ATTEST:

_____

Name: David Turf

Title: ~~Secretary/Assistant Secretary~~ Commercial Loan Officer

PIZZA HUT OF AMERICA, INC.

By _____

Teresa J. Roll, President

"LESSEE"

ATTEST:

_____

Brian H. Cole, Secretary

LAWLIN ASSOCIATES BENEFICIARY U/T/A #10410702 OF AMER. NAT'L BANK & TRUST

By: THE TAXMAN CORPORATION

By X _____

Name: Seymour Taxman

Title: President/~~Vice President~~

"LESSOR"

ATTEST:

_____

Name: _____

Title: Secretary/~~Assistant Secretary~~

EXHIBIT "A"

Legal Description

EXHIBIT A

Legal Description of Premises

PARCEL 1:

LOTS 24, 25, 26 (EXCEPT THE NORTH 60 FEET OF THE WEST 8 FEET OF LOT 26) AND LOTS 27 THROUGH 34, BOTH INCLUSIVE (EXCEPT THE NORTH 60 FEET OF SAID LOTS 27 THROUGH 34), ALL IN CIRCUIT COURT PARTITION, BEING A SUBDIVISION OF THAT PART OF LOT 1 IN PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE, COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, CREATED BY AN EASEMENT AGREEMENT DATED JUNE 17, 1988, BETWEEN THE CITY OF CHICAGO AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 25, 1987 AND KNOWN AS TRUST NUMBER 104167-02, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON AUGUST 5, 1988 AS DOCUMENT NUMBER 88353851, FOR USE OF THE FOLLOWING DESCRIBED PROPERTY AS A PARKING LOT: THE NORTH 60 FEET OF THE WEST 8 FEET OF LOT 26 AND THE NORTH 60 FEET OF LOTS 27 THROUGH 34, BOTH INCLUSIVE, ALL IN CIRCUIT COURT PARTITION, BEING A SUBDIVISION OF THAT PART OF LOT 1 IN PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE, IN COOK COUNTY, ILLINOIS.

14-18-101-007; 14-18-101-008;
14-18-101-009; 14-18-101-010;
14-18-101-021

Mail TO: Commercial Nat'l
Prepared by: 4800 N. Western
Chgo, Il 60625

COUNTY OF _____ } s.s.:

CORPORATE

On _____, 1994, before me, the undersigned, a Notary Public in and for said state and county, personally appeared _____, known to me to be the _____, and _____, known to me to be the _____, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal the day and year first above written.

My Appointment Expires:

_____, Notary Public

_____

STATE OF KANSAS }
COUNTY OF SEDGWICK } s.s.:

CORPORATE

On January 31, 1994, before me, the undersigned, a Notary Public in and for said state and county, personally appeared TERESA J. ROLL, known to me to be the President, and BRIAN H. COLE, known to me to be the Secretary, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal the day and year first above written.

My Appointment Expires:

November 1, 1997

Connie J. Straight
Connie J. Straight, Notary Public

CONNIE J. STRAIGHT
Notary Public - State of Kansas
My Appt. Expires Nov. 1, 1997

STATE OF ILL }
COUNTY OF Cook } s.s.:

CORPORATE

On February 24th, 1994, before me, the undersigned, a Notary Public in and for said state and county, personally appeared Joseph B. Dilan + David A. Turf, known to me to be the _____, and Commercial Loan Officers, known to me to be the _____, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal the day and year first above written.

My Appointment Expires:

_____

"OFFICIAL SEAL"
ROSE REDESHOO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 03/12/94

Rose Redeshoo, Notary Public

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