SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO THIS 2nd DAY OF March, 1994 BY AND AMONG JIM KELLEY, D/B/A KELLEY BROTHERS, INC. ("TENANT"), ALBERT BRUNO ("LANDLORD") AND AUSTIN BANK OF CHICAGO ("LENDER").

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WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease of an even date herewith, whereby Landlord leased to Tenant the premises described on Exhibit "A", attached hereto and made a part hereof located in the commercial building legally described on Exhibit "B", attached hereto and made a part hereof and commonly known as 7700 West North Avenue, Elmwood Park, Illinois ("Property"), said Lease together with any amendments, modifications renewals or extension thereof, whether now or hereafter existing, shall be hereinafter referred to as the "Lease"; and

WHEREAS, Landlord has executed and delivered a mortgage to Lender encumbering the Property ("Mortgage") to secure an indebtedness evidenced by a Promissory Note in the principal amount of $245,000.00 ("Note"); and

WHEREAS, Lender, as a condition to making the loan secured by the Mortgage ("Loan"), has required the subordination of Tenant's leasehold interest in the Property to the lien of the Mortgage, which subordination Tenant is willing to execute in order to facilitate the closing of the Loan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant hereby agrees that all of Tenant's right, title and interest in and under the Lease are and shall at all times be subject and subordinate to the lien of the Mortgage and any and all of the terms and provisions thereof, including, without limitation, the right of Lender under the Mortgage to the use and disposition of insurance and condemnation proceeds in accordance with the terms of the Mortgage, in the same manner and to the same extent as if the Lease had been executed subsequent to the execution, delivery and recording of the Mortgage.

2. Tenant agrees that upon receipt of written notice from Lender of an uncured default by Landlord under the Mortgage, or the Note, all checks for all or any part of rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Lender until Lender or a court of competent jurisdiction directs otherwise.

3. In the event that Lender or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, and if Tenant is in compliance with the terms and provisions of this Agreement and is not in default in the performance or observance of any of the terms, covenants, provisions, representations and warranties, agreements, conditions and obligations contained in the Lease to be performed or observed by Tenant thereunder, Lender agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants and conditions of the Lease. In addition, Tenant agrees, from and after such event, to attorn to Lender, its designee or the purchaser at any foreclosure sale of any portion or all of the real estate of which the Property constitutes a part, all rights, and obligations under the Lease to continue as though the interest of Landlord has not terminated or such foreclosure proceedings had not been

brought. Tenant shall have the same remedies against Lender, or the designee or purchaser for the breach of any agreement contained in the Lease that the Tenant might have under the Lease against the Landlord. However, notwithstanding the foregoing, neither the Lender nor any designee or purchaser shall be:

(a) liable for any act or omission of any prior landlord (including the Landlord);

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord);

(c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); and

(d) bound by any amendment or modification of the Lease made without the consent of Lender subsequent to the date hereof.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Nothing in this Agreement shall, in any way, impair or affect the lien created by the Mortgage.

6. Tenant will, in no event, subordinate or agree to subordinate the Lease to any other lien or encumbrance affecting the Property without the express written consent of Lender, its successors and assigns and any such subordination or agreement without such consent of Lender or its successors or assigns, shall be void and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TENANT:

JIM KELLEY,
d/b/a Kelley Brothers, Inc.

LANDLORD:

ALBERT BRUNO

LENDER:

AUSTIN BANK OF CHICAGO

By:
Its: Commercial Loan Officer

This instrument was prepared by and after recording return to:

Michael ~~Campinelli~~ Campanile
Austin Bank of Chicago
Two South York Road
Bensenville, Illinois 60106-2144

EXHIBIT "A"

LEASE PREMISES

Location of Premises:	7700 WEST NORTH AVENUE, 1 & 2 EAST STORE, ELMWOOD PARK, IL 60635
Purpose:	CONDUCTING THE BUSINESS OF A AMERICAN RESTAURANT, AND THE SALE OF ALCOHOLIC BEVERAGES.

12-36-327-029

EXHIBIT "B"

LEGAL DESCRIPTION

LOTS 21 AND 22 IN MILLS AND SONS FIRST ADDITION OF GREENFIELDS OF THE SOUTH 191 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ACKNOWLEDGMENT

STATE OF ILL)
) ss.
COUNTY OF COOK)

I, TERRI HOWARD, a Notary Public in and for said county, in the state aforesaid, do hereby certify that on this day personally appeared before me Jim Kelley, d/b/a Kelley Brothers, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of March, 1994.

(NOTARIAL SEAL)

Terri Howard
Notary Public

"OFFICIAL SEAL"
TERRI HOWARD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 6/1/94

My commission expires: June 1994

94245142

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, TERRI HOWARD, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Albert Bruno, 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.

GIVEN under my hand and notarial seal this 2nd day of MARCH, 1994.

(NOTARIAL SEAL)

" OFFICIAL SEAL "
TERRI HOWARD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 6/1/94

Terri Howard
Notary Public

My commission expires: JUNE 1, 1994

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