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CLERK OF SUPERIOR COURT
1300 N. LAKE STREET, CHICAGO, ILLINOIS 60610
TELEPHONE: 312-443-4632
FAX: 312-443-4633

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19-GIAN05-PGN

SUBORDINATION, ATTACHMENT AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is made as of the 1st day of June, 1995, by and between LAKESIDE BANK, an Illinois banking corporation ("Lender"); PGN VILLAGE INN, INC., an Illinois corporation ("Tenant"); and HICKORY PROPERTIES, INC., a Delaware corporation ("Landlord");

RECITALS:

A. Landlord is the sole beneficiary under the following Illinois land trusts, which hold legal title to the real estate commonly known as 8101-8125 West 95th Street, Hickory Hills, Illinois, legally described in attached Exhibit "A" (the "Premises"): CHICAGO TITLE TRUST COMPANY, not personally but as Trustee under Trust Agreement No. 090760 dated November 30, 1987 (as to Parcel 1 of the Premises), and LASALLE NATIONAL TRUST, N.A., not personally but as Trustee under Trust Agreement No. 11-108066 dated May 1, 1984 (as to Parcel 2 of the Premises);

B. Landlord as lessor thereunder and Tenant as lessee thereunder have entered into a certain lease agreement demising the Premises (the "Lease"), hereby incorporated herein by reference, dated June 30, 1991;

C. Landlord and others have made, executed and delivered to Lender a promissory note (the "Note") dated June 1, 1995, evidencing a \$1,100,000 loan from Lender to or for the benefit of Landlord (the "Loan");

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D. The Note and Loan are secured by, among other things, an assignment of rents and leases pertaining to the Premises, executed by Landlord and others and of even date herewith (the "Assignment"), hereby incorporated herein by reference and under which the Lease is collaterally assigned to Lender;

E. Lender has required a subordination of the Lease to the lien of the Assignment as a condition of funding the Loan.

AGREEMENTS

WHEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. Tenant hereby acknowledges receipt of a copy of the Assignment and agrees that it will be bound by the terms and provisions thereof.

2. Landlord and Tenant each hereby represent that they have delivered to Lender a true, complete and current copy of the Lease including any amendments thereto, and that neither of them is in default thereunder.

3. The Lease, and all rights and interests of the Tenant thereunder and in and to the Premises, are and shall be subject and subordinate to the lien of the Assignment 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.

4. Provided that Tenant is not then in default in the payment of rent, additional rent, taxes, utility charges or any other sums payable by Tenant under the terms of the Lease (singly and collectively, "Rents"), or in default under any other provision of the Lease, and that Tenant is then in possession of the Premises:

(a) the right of possession of Tenant to the Premises and Tenant's rights arising out of the Lease shall not be affected or disturbed by the Lender's exercise of any of its rights and remedies under the Note or the Assignment; and

(b) any use or occupancy of the Premises pursuant to the exercise of any of Lender's rights and remedies under the Assignment or otherwise shall be subject to the Lease and the rights of Tenant thereunder; Tenant will attorn to Lender; and the Lease shall continue, in accordance with its terms, between Tenant and Lender.

5. Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges and remedies of a lessor under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be

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performed by Tenant under the Lease as though Lender were named therein as the lessor. Lender shall not, by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Lender shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender has obtained such title.

6. Tenant shall not pay, and Lender shall not be bound by any payment of, any installment of Rent or part thereof more than one month in advance of the due date of such installment. Landlord and Tenant shall not modify, and Lender shall not be bound by any modification of, the Lease without the Lender's advance written consent, which shall not be unreasonably withheld.

7. Upon Lender's written notice to Tenant that the Assignment has been activated for default under the Note or the Assignment, Tenant shall commence to pay all Rentals to Lender, and notwithstanding any contrary order or direction of Landlord.

8. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord and Lender, and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Lender, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

9. Any notice, demand or other communication intended to be given pursuant to the terms hereof (collectively, "notice") shall be in writing and shall be delivered by personal service (including private courier service with charges prepaid), or mailed to the following addresses or such other address within the United States as the party to receive such notice hereafter designates to the other parties by written notice:

If to the Landlord:

HICKORY PROPERTIES, INC.,
c/o Steven P. Gianakas
8101-8125 West 95th Street
Hickory Hills, Illinois 60457

If to the Tenant:

PGN VILLAGE INN, INC.
8101-8125 West 95th Street
Hickory Hills, Illinois 60457

If to the Lender:

LAKESIDE BANK
55 West Wacker Drive
Chicago, Illinois 60601
Attn: Commercial Real Estate Department

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Any such notice shall be deemed given as of the date of its delivery if delivered by personal service, or, if sent by certified or registered mail with postage prepaid and return receipt requested, as of the second business day following the date of its mailing. Refusal of a notice, or the inability to deliver same because of an address change of which no notice was given, shall be deemed to constitute receipt thereof as of the date of the first attempted delivery. Personal service upon the Lender shall be valid only if made upon one of its officers.

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

PGN VILLAGE INN, INC.
an Illinois corporation

LAKESIDE BANK, an Illinois
banking corporation

G By: [Signature]
Its: President

By: [Signature]
Its: LOAN OFFICER

N Attest: [Signature]
Its: SECRETARY

Attest: [Signature]
Its: AVP

HICKORY PROPERTIES, INC.,
a Delaware corporation

By: [Signature]
Its: _____

Attest: [Signature]
Its: _____

PREPARED BY:

JOHN J. TURNER
Law Offices of Victor J. Cacciatore
527 South Wells Street
Chicago, Illinois 60607
(312) 987-1900

*MAIL
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing Instrument was acknowledged before me by

George Gianakas the President of, and

Nancy Gianakas Halikias, the Secretary of,

PGN VILLAGE INN, INC., an Illinois corporation, on behalf of the corporation,

on this 5th day of July, 1995.



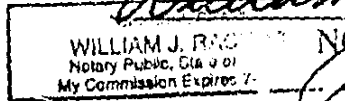
William J. Rackos
NOTARY PUBLIC

The foregoing Instrument was acknowledged before me by

STEVEN P. GIANAKAS, the President of, and by Secretary

the Secretary of, HICKORY PROPERTIES, INC., a Delaware corporation,

on behalf of the corporation, on this 5th day of July, 1995.



William J. Rackos
NOTARY PUBLIC

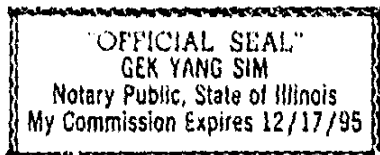
The foregoing Instrument was acknowledged before me by

John Urbauer, the F.V.P. of, and

Michael J. McCawley, the dean offices of,

LAKESIDE BANK, an Illinois banking corporation, on behalf of the corporation, on

this 5th day of July, 1995.



Ger Yang Sim
NOTARY PUBLIC

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EXHIBIT A

Legal Description

PARCEL 1: Chicago Title and Trust Company Trust No. 1090760

That part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 37 North, Range 11 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of said Section 11; thence South 00 degrees 00 minutes 47 seconds West along the east line of said Section 11 a distance of 1,322.29 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 11; thence North 89 degrees 39 minutes 08 seconds West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 378.83 feet; thence North 48 degrees 32 minutes 24 seconds West 468.91 feet; thence South 69 degrees 59 minutes 42 seconds West 102.34 feet; thence North 20 degrees 00 minutes 18 seconds West along a line perpendicular to the last described course 203.42 feet; for a place of beginning; thence North 89 degrees 56 minutes 23 seconds West 143.26 feet; thence North 00 degrees 03 minutes 37 seconds East along a line perpendicular to the last described course 814.55 feet to a point on the South line of a public roadway heretofore dedicated as 95th Street according to Document Nos. 12397978 and 12698330; thence South 89 degrees 42 minutes 24 seconds East along the South line of said roadway 258.77 feet; thence South 09 degrees 59 minutes 30 seconds West 775.29 feet; thence South 20 degrees 00 minutes 18 seconds East 50.05 feet to the place of beginning, all in Cook County, Illinois.

PIN No. 23-11-201-019 - The real estate is located on the South side of 95th, West of Roberts Road, Hickory Hills, IL and consists of a 3.521 acre parcel.

PARCEL 2: LaSalle National Trust, N.A. Trust No. 11-108066

That part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 37 North, Range 11 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of said Section 11; thence South 00 degrees 00 minutes 47 seconds West along the East line of said Section 11 a distance of 1,322.29 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 11; thence North 89 degrees 39 minutes 08 seconds West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 806.36 feet; for a place of beginning; thence continuing North 89 degrees 39 minutes 08 seconds West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 516.41 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 11; thence North 00 degrees 03 minutes 37 seconds East along the West line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 1277.03 feet to a point on the south line of a public roadway heretofore dedicated as 95th Street according to Document Nos. 12397978 and 12698330; thence South 89 degrees 42 minutes 24 seconds East along the South line of said roadway 283.03 feet; thence South 00 degrees 03 minutes 37 seconds West 814.55 feet; thence South 89 degrees 56 minutes 23 seconds East along a line perpendicular to the last described course 143.26 feet; thence South 20 degrees 00 minutes 18 seconds East 203.42 feet; thence North 69 degrees 59 minutes 42 seconds East 21.34 feet; thence South 00 degrees 00 minutes 00 seconds West 280.16 feet to the place of beginning, all in Cook County, Illinois.

PIN No. 23-11-201-021 - The real estate is located on the South side of 95th, West of Roberts Road, Hickory Hills, IL and consists of a 10.539 acre parcel.

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