SUBORDINATE AGREEMENT

THIS AGREEMENT made and executed this sixth day of August, 1982, by and between San Remo Restaurant, Inc., (herein referred to as "contract seller" or "seller") and Calumet National Bank ("bank") WITNESSETH:

WHEREAS, seller is the owner of the following described real estate in Griffith, Lake County, Indiana.

693338

The West i of 42 acres off the North end of the West i on the Northeast 4 of the Northwest 4 of Section 26, Township 36 North, Range 9 West of the Second Principal Meridian, which tract of land lies immediately to the North of Ridge Road and contains two and one-quarter acres, more or less, excepting from said tract and parcel of real estate a strip of land 33 feet in width and lying adjacent to the West line of said tract and connecting with Ridge Road, which reservation is made for highway purposes and also excepting therefrom a tract of land more particularly described as follows: Commencing at the Southwest corner of the above described tract, said corner being the intersection of the North line of Ridge Road and the East line of the 33 foot strip previously described; thence Easterly along the North line of Ridge Road a distance of 125 feet; thence North on a line parallel to the West line of the above described tract a distance of 65.76 feet to a point of curve; thence Northwesterly on a curve convex to the Northeast and having a radius of 40 feet a distance of 56.63 feet to a point of tangency; thence Westerly on a line parallel to the North line of Ridge Road a distance of 90.76 feet to the West line of the above described tract; thence South on said West line a distance of 100 feet to the point of beginning, in the Town of Griffith, Lake County, Indiana.

WHEREAS, Seller on this date has entered into a written conditional sales contract ("the contract") with David E. Bull, Griffith Smorgasbord, Inc. (herein "contract buyer" or "buyer") whereby the contract buyer will purchase the real estate for the purpose of operating a restaurant business on the real estate;

WHEREAS, contract buyer has requested and received a commitment for a loan from the bank in the principal amount of Three Hundred Seventy-Five to the Thousand Dollars, (\$375,000.00) for improvements of the real estate which commitment is conditional upon the bank receiving collateral for its loan, a security interest in the real estate and improvements thereon which is to be prior to the interests of both seller and buyer;

NOW, THEREFORE, IN CONSIDERATION of the advance of monies under the commitment of the bank IT IS AGREED:

1. Seller hereby subordinates the lien of its interest under the contract to the security interest of the bank under that certain Mortgage

JH:0

) O

in with sich han #

dated August 6, 1982 and recorded

as document number

Seller further agrees that its right and title as contract seller shall be subject to the security interest of the bank.

- 2. Seller consents to the expenditure of funds under the commitment of the bank and to the creation of the lien in favor of the bank by the buyer. Seller further acknowledges the amount and form of mortgage is approved in accordance with paragraph XI of the contract.
- 3. This Agreement of Subordination shall include the amount of indebtedness commited to by the bank as of this date, interest accruing thereon from time to time and extensions or renewals thereof but shall not apply to any "new money" advanced not within the scope of the present commitment.

IN WITNESSETH WHEREOF, Seller and Bank has executed this agreement on the day and year forth above.

mmee Terrence J. Farrell

Vice President, Mortgage Loans

Constance K. Sweet

Secretary

STATE OF INDIANA)) SS: COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared and Constance K. Sweet, President and Secretary, respectively, of San Remo Restaurant, Inc., and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate for and on behalf of said corporation, in accordance with duly vested authority from the Board of Directors thereof, and Terrence J. Farrell, of Calumet National Bank, acting in accordance with duly vested authority from said Bank.

WITNESS my hand and Notarial Seal this ______ day of August, 1982.

My Commission Expires: 9.28.83

Notary Public

Prenared by: Atty Charles A. Stoner