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FIRST AMENDMENT TO SUBORDINATION AGREEMENT
Dated: as of January 30, 2001

<u>Borrower:</u> Michigan Place LLC 5100 West Harrison Chicago, Illinois 60644	<u>Lender:</u> Bank One, NA 200 South Wacker Drive Chicago, Illinois 60606
<u>Mortgaged Property:</u> Common address: 3109-61 South Michigan Avenue, 3118-26 South Indiana Avenue, 3130 South Indiana Avenue, 3140-42 South Indiana Avenue and 3148-60 South Indiana Avenue, City of Chicago, Cook County, Illinois P.I.N. Nos.: Please refer to Exhibit A attached hereto and made a part hereof.	
<u>Prepared by:</u> Creighton R. Meland Baker & McKenzie, Suite 3500 130 East Randolph Drive Chicago, IL 60601 (312) 861-2990	<u>When recorded, please return to:</u> Creighton R. Meland Baker & McKenzie, Suite 3500 130 East Randolph Drive Chicago, IL 60601 (312) 861-2990

FIRST AMENDMENT TO SUBORDINATION AGREEMENT

This First Amendment to Subordination Agreement (the "Amendment") is made as of the 30th day of January, 2001 by and among Bank One, NA, a national banking association (the "Mortgagee"), Optima, Inc., an Illinois corporation ("Optima") and Michigan Place LLC, an Illinois limited liability company (the "Borrower").

WITNESSETH:

WHEREAS, certain existing obligations of the Borrower to Optima are subordinated to the Mortgagee by that certain Subordination Agreement, dated as of March 2, 2000 by and among the Mortgagee, Optima and the Borrower (the "Subordination Agreement"), which Subordination Agreement has been recorded on March 3, 2000 as document number 00159030 with the Recorder of Deeds of Cook County, Illinois;

WHEREAS, the Borrower and the Mortgagee desire to amend the Subordination Agreement in certain respects to secure certain additional obligations incurred by the Borrower pursuant to the Construction Loan Agreement, as amended by that certain First Amendment to Construction Loan Agreement, of even date herewith, by and between Borrower and Mortgagee;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned parties agree as follows:

1. Definitions Capitalized terms appearing herein without definition shall have the meanings ascribed thereto in the Subordination Agreement.

2. Amendments The Subordination Agreement is amended by deleting the fourth sentence of Section 1 thereof and replacing said sentence in its entirety as follows:

"Notwithstanding the foregoing, to the extent permitted by the Assignment and Consents of the Construction and Development Documents of Mortgagee, Optima may receive all payments pursuant to the Construction and Development Documents except (i) the sum of \$250,000 existing on or accrued after January 30, 2001 shall be deferred until the termination of the Construction Loan Agreement and discharge and repayment in full of all indebtedness incurred pursuant thereto and (ii) up to 50% of the 'profits' earned pursuant to Section 13.1 of Part 2 of the Construction Contract have been deferred and will be paid as units are substantially completed."

3. Reaffirmation and Ratification In all other respects, the Subordination Agreement shall remain unmodified and in full force and effect, and all other terms, provisions and conditions of the Subordination Agreement are hereby confirmed and ratified by the Borrower.

that is the balance of Optima's portion of the Developer's Fee.

4. Miscellaneous The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Amendment has been made and executed and delivered in the State of Illinois and shall be governed by and construed in accordance with the internal laws of the State of Illinois. This Amendment may be executed and delivered in one or more counterparts, with the intention that all such counterparts, when taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have entered into this Amendment as of the day and year first above written.

MORTGAGEE:

BORROWER:

BANK ONE, NA

MICHIGAN PLACE, LLC

By: Shorebank Development Corporation,
Chicago, managing member

By: Alison B Clark
Its: Assistant Vice President

By: [Signature]
Its: VP

OPTIMA:

OPTIMA, INC.

By: [Signature]
Its: PRES.

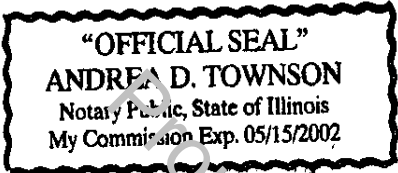
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UNOFFICIAL COPY

10132591

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on the 6th day of February, 2001, by Wilson B. Nook, the ASST. VP of Bank One, NA a national banking association.



Andrea D. Townson
Notary Public, Cook County, Illinois

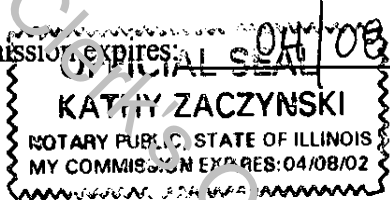
My commission expires: 05/15/02

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on the 1st day of February, 2001, by Kathy Zaczynski the _____ of Optima, Inc., an Illinois corporation.

Kathy Zaczynski
Notary Public, _____ County, Illinois

My commission expires: 04/08/02

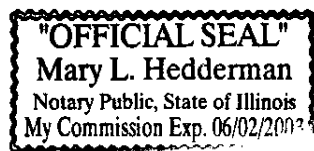


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on the 1 day of February, 2001, by Timothy P. Hansen, the duly appointed V. President of Shorebank Development Corporation, Chicago, acting in its capacity as Managing Member of Michigan Place LLC, an Illinois limited liability company.

Mary L. Hedderman
Notary Public, Illinois County, Cook

My commission expires: 06/02/2002



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Exhibit A
Legal Description

LOTS 10, 11, 13 TO 22, SOUTH 6 INCHES OF LOT 27, LOTS 29, 30, 31, 34 TO 39, 41 TO 50 ALSO LOTS 1, 2 AND 3 IN THE SUBDIVISION OF LOTS 23, 26 AND 27 (EXCEPT THE SOUTH 6 INCHES OF LOT 27), ALL IN BLOCK 1 IN CHARLES WALKER'S SUBDIVISION OF THAT PART NORTH OF THE SOUTH 60 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO

ALL THOSE PORTIONS OF THE ALLEY LYING BETWEEN THE LOTS HEREIN DESCRIBED WHICH ARE HEREINAFTER VACATED BY THE CITY AND ACQUIRED BY LESSOR.

ADDRESS OF PROPERTY: Vacant Land Bounded by Michigan Avenue on the West, 32nd Street on the South, Indiana Avenue on the East and Lots 7 and 12 in Block 1 in Charles Walker's Subdivision on the North

PINs: 17-34-102-002	17-34-102-024
17-34-102-003	17-34-102-025
17-34-102-004	17-34-102-026
17-34-102-005	17-34-102-030
17-34-102-006	17-34-102-032
17-34-102-008	17-34-102-033
17-34-102-009	17-34-102-035
17-34-102-010	17-34-102-036
17-34-102-011	17-34-102-037
17-34-102-012	17-34-102-038
17-34-102-013	17-34-102-039
17-34-102-014	17-34-102-040
17-34-102-015	17-34-102-041
17-34-102-018	17-34-102-042
17-34-102-022	17-34-102-043
17-34-102-023	17-34-102-044

Prepared by:
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