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This Instrument prepared by,
and after Recording Return to:

Robert J. Katz, PC
1990 M Street NW, Suite 410
Washington, DC 20036



Doc#: 0336306198
Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 12/29/2003 02:19 PM Pg: 1 of 11

FHA Form No. 4118-b
(Corporate)
(Revised March 1971)

310611

SECOND MORTGAGE

THIS INDENTURE made as of the 1st day of December 2003 between LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993 ("Trust"), AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513 ("Mortgagor"), whose principal office is located at 135 S. LaSalle Street, Chicago, IL 60603, and CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS, a corporation organized and existing under the laws of the State of Illinois ("Mortgagee"), whose principal office is located at 35 East Wacker Drive, 33rd Floor, Chicago, Illinois 60601.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee in the principal sum of ONE MILLION NINE HUNDRED FORTY ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,941,500.00), evidenced by its Second Mortgage Note of even date herewith ("Note"), bearing interest from date on outstanding balances at Five and Twenty One-Hundredths per centum (5.20%) per annum, said principal and interest being payable in monthly installments as provided in said Note with a final maturity of January 1, 2044, which Note is identified as being secured hereby by a certificate thereon. Said Note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents CONVEY, MORTGAGE, and WARRANT unto the Mortgagee, its successors or assigns, the following-described real estate situate, lying and being in the City of Chicago, County of Cook, State of Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises; including but not limited to all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot-water boilers, stoves and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, screens, blinds and other furnishings; all of which apparatus, fixtures and equipment, whether affixed to the realty or not, shall be considered real estate for the purposes hereof; and including all furnishings now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, and all

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BOX 430

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renewals or replacements thereof or articles in substitution therefore; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

AND SAID MORTGAGOR covenants and agrees:

1. That it will pay the note at the times and in the manner provided therein;
2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That the Second Regulatory Agreement For Multifamily Housing Projects ("Regulatory Agreement"), ~~if any~~, executed by the Mortgagor* and the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner, which is being recorded simultaneously herewith, is incorporated in and made a part of this Mortgage. Upon default under the Regulatory Agreement and upon the request of the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner, the Mortgagee, at its option, may declare the whole of the indebtedness secured hereby to be due and payable;

*The Regulatory Agreement herein described has also been executed by ALDEN-NORTHMOOR ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, which is the Sole Beneficiary of the Trust.

4. That all rents, profits and income from the property covered by this Mortgage are hereby assigned to the Mortgagee for the purpose of discharging the debt hereby secured. Permission is hereby given to Mortgagor so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the Regulatory Agreement;
5. That upon default hereunder Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;
6. That at the option of the Mortgagor the principal balance secured hereby may be reamortized on terms acceptable to the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner if a partial prepayment results from an award in condemnation in accordance with provisions of paragraph 8 herein, or from an insurance payment made in accordance with provisions of paragraph 7 herein, where there is a resulting loss of project income;
7. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner upon the insurance of the Mortgage and other hazards as may be required from time to time by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance Policy or policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than eighty per centum (80%) of the Insurable Values or not less than the unpaid balance of the insured Mortgage, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee clause with loss payable to the Mortgagee and the Secretary of Housing and Urban Development as interest may appear, and shall be deposited with the Mortgagee; *subject to the approval of the Mortgagee, which approval shall not be unreasonably withheld or delayed.*

That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company in pursuance of the contract of insurance to the extent of the indebtedness then remaining unpaid, shall be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding or the promises;

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8. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;

9. That it is lawfully seized and possessed of said real estate in fee simple, and has good right to convey same;

10. To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, a sum sufficient to pay all taxes and special assessments that heretofore or hereafter may be lawfully levied, assessed or imposed by any taxing body upon the said land, or upon the Mortgagor or Mortgagee on account of the ownership thereof to the extent that provision has not been made by the Mortgagor for the payment of such taxes and special assessments as hereinafter provided in subparagraph 17(b);

11. In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended together with any sums expended by the Mortgagee to keep the Mortgage Insurance in force, shall become so much additional indebtedness, secured by this Mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor and shall bear interest at the rate specified in the Note from the date of the advance until paid, and shall be due and payable on demand;

12. It is expressly provided, however (all other provisions of this Mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the Mortgagor shall deposit with the Mortgagee an amount estimated by the Mortgagee sufficient to satisfy all taxes, penalties, interest, and costs which may reasonably accrue during such contest;

13. That it will not voluntarily create or permit to be created against the property subject to this Mortgage any lien or liens inferior or superior to the lien of this Mortgage and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises;

14. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association, or office. In the event the Mortgagor shall at any time fail to comply with such rules, regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable;

15. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured or held under the provisions of the National Housing Act, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed;

16. ~~That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described in accordance with a building loan agreement between the Mortgagor and Mortgagee dated _____, 19____, which building loan agreement (except such part or parts thereof as may be inconsistent herewith) is incorporated, herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage; and if the construction of the improvements to be made pursuant to said building loan agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagor or any subsequent owner, is hereby invested with full and complete authority to enter upon the said premises,~~

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~~employ watchmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of the Mortgagor, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and shall be secured by this Mortgage and shall be due and payable on demand with interest at the rate specified in the note, but no such advances shall be insured unless same are specifically approved by the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner prior to the making thereof. The principal sum and other charges provided for herein shall, at the option of the Mortgagee or holder of this Mortgage and the note securing the same, become due and payable on the failure of the Mortgagor to keep and perform any of the covenants, conditions and agreements of said building loan agreement. This covenant shall be terminated upon the completion of the improvements to the satisfaction of the Mortgagee and the making of the final advance as provided in said building loan agreement;~~

17. That, together with, and in addition to, the monthly payments of interest or of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each succeeding month after the date hereof, until the said note is fully paid, the following sums:

- (a) An amount sufficient to provide the Mortgagee with funds to pay the next Mortgage Insurance premium if this instrument and the note secured hereby are insured, or a monthly service charge, if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Mortgagee one (1) month prior to its due date the annual Mortgage Insurance premium, in order to provide such Mortgagee with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or
 - (II) Beginning with the first day of the month following an assignment of this instrument and the note secured hereby to the Secretary of Housing and Urban Development, a monthly service charge which shall be an amount equal to one-twelfth or one-half percent ($1/12^{\text{th}}$ of $1/2\%$) of the average outstanding principal balance due on the note computed for each successive year beginning with the first of the month following such assignment, without taking into account delinquencies or prepayments.
- (b) ~~A sum equal to the ground rents, if any, next due, plus the premium that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, water rates, taxes and assessments will become delinquent, such sums to be held by Mortgagee to pay said ground rents, premiums, water rates, taxes and special assessments.~~
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Mortgagee to the following items in the order set forth:
 - (I) Premium charges under the Contract of Insurance with the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner or service charge;
 - (II) Ground rents, ~~taxes, special assessments, water rates, fire and other property insurance premiums;~~
 - (III) Interest on the note secured hereby;
 - (IV) Amortization of the principal of said note.

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18. Any excess funds accumulated under (b) of the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. In case of termination of the Contract of Mortgage Insurance by prepayment of the Mortgage in full, or otherwise (except as hereinafter provided), accumulations under (a) of the preceding paragraph hereof not required to meet payments due under the Contract of Mortgage Insurance, shall be credited to the Mortgagor. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under (b) of the preceding paragraph shall be credited to the principal of the Mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and accumulations under (a) of the preceding paragraph shall be likewise credited unless required to pay sums due the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner under the Contract of Mortgage Insurance;

19. IN THE EVENT of default in making any monthly payment provided for herein or in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable, in which event the Mortgagee shall have the right immediately to foreclose this Mortgage;

20. AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant, not to exceed in any case five per centum (5%) of the amount of the principal indebtedness found to be due, and for stenographers' fees of the complainant in such proceeding, and costs of minutes of foreclosure, master's fees, and all other costs of suit, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, instituted by the Mortgagee to enforce the provisions of this Mortgage or in case of any suit or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this Mortgage, its costs and expenses, and the reasonable fees and charges of the attorney's or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this Mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Mortgage;

21. AND THERE SHALL BE INCLUDED in any decree foreclosing this Mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the Mortgage, with interest on such advances at the rate specified in the note, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The over-plus of the proceeds of sale, if any, shall then be paid as the court may direct;

22. A RECONVEYANCE of said premises shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee.

23. IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor;

24. The Mortgagor hereby waives any and all rights of redemption from sale under any other or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person except decree or judgment creditors of the Mortgagor acquiring any interest in or title to the premises subsequent to the date of this Mortgage;

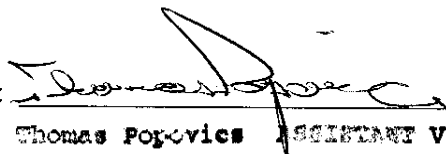
25. THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure to, the successors and assigns of the respective parties hereto. Wherever used, the singular number shall include the plural, the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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IN WITNESS WHEREOF, the Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Trust Officer on the day and year first above written, pursuant to authority given by written direction of said Corporation.

**SUBJECT TO THE EXCULPATORY PROVISIONS
ATTACHED HERETO AND MADE A PART HEREOF**

LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993 , AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04

By: 
Thomas Pogovics ASSISTANT VICE PRESIDENT

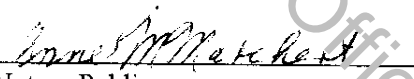
Property of Cook County Notary's Office

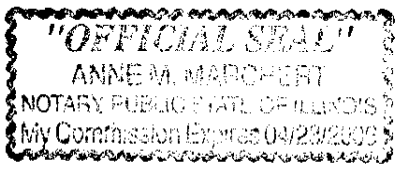
STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT ~~Thomas Pogovics~~ of LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993 , AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04, personally known to me to be the *ANP*, of said Bank, as Trustee as aforesaid, and whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he executed the foregoing instrument and caused the corporate seal of said Bank, as Trustee as aforesaid, to be affixed thereto as his free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.


 Notary Public



UNOFFICIAL COPY**EXCULPATORY PROVISIONS
FOR ALDEN-NORTHMOOR NURSING CENTER
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-15029**

This document is executed by LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993 , AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in this document contained shall be construed as creating any monetary liability on said Trustee personally, to pay any indebtedness occurring thereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty or covenant, either expressed or implied, in said Agreement (all such personal liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security thereunder), except that the said Trustee shall be liable for funds or property of the Project coming into its hand, which by the Second Regulatory Agreement for Multifamily Housing Projects, it is not entitled to retain.

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EXHIBIT "A"

**LEGAL DESCRIPTION
ALDEN-NORTHMOOR NURSING CENTER
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-15029**

LOT 36 (EXCEPT THE SOUTHEASTERLY 5 FEET THEREOF) AND ALL OF LOTS 37 TO 48 IN BLOCK 8 IN WILSON'S RESUBDIVISION OF BLOCKS 85, 86, 92, 93 AND 94 IN NORWOOD PARK, BEING A PART OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5831-5839 Northwest Highway, City of Chicago, County of Cook, State of Illinois 60631

Permanent Real Estate Index Numbers: 13-06-409-017
13-06-409-018
13-06-409-019
13-06-409-020
13-06-409-021
13-06-409-022
13-06-409-023
13-06-409-024
13-06-409-025

Property of Cook County Clerk's Office

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RIDER ATTACHED TO AND MADE A PART OF THAT
SECOND MORTGAGE DATED AS OF DECEMBER 1, 2003

LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993, AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04

IN FAVOR OF
CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS

1. **Scope of Rider.**

This Rider is attached to and made a part of the Second Mortgage dated as of December 1, 2003, from LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993 (the "Trust"), AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513 (the "Maker" or "Mortgagor"), to CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS ("Second Mortgage") and all references to the Second Mortgage hereto shall be deemed to include this Rider. To the extent of any conflict or inconsistency between the terms of the Second Mortgage and this Rider, the terms of this Rider shall control. All capitalized terms not defined in this Rider shall have the same meanings ascribed thereto in the Second Mortgage.

2. **Subordination.**

Notwithstanding any provision of the Second Mortgage or any other loan document executed by the Mortgagor in favor of CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS or the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner (hereinafter the "Secretary" or "Commissioner") (collectively, the "Loan Documents"), to the contrary, this Second Mortgage and all of the respective rights and powers of Mortgagor and CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS (with respect to the Loan Documents CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS is hereinafter referred to as the "Second Mortgagee"), hereunder, are subject and subordinate to the rights and lien of CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS as Holder of the following documents:

- a. that certain Mortgage dated as of December 1, 2003, executed and delivered by the Mortgagor to CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS (the "First Mortgage") which is to be recorded against the real Property subject to the First Mortgage (the "Property") in the Office of the Recorder of Deeds of Cook County, Illinois (the "Official Records"), prior to the recordation of the Second Mortgage. The First Mortgage was amended by that certain Modification Agreement dated as of December 1, 2003, by and between the Mortgagor and CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS which is also to be recorded against the Property in the Official Records prior to recordation of the Second Mortgage.
- b. that certain First Regulatory Agreement for Multifamily Housing Projects dated as of December 1, 2003, by and among the Mortgagor, ALDEN-NORTHMOOR ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership (the owner of 100% of the Beneficial interest in the Trust and hereinafter referred to as the "Beneficiary") and the Secretary, which is to be recorded against the Property in the Official Records prior to the recordation of the Second Mortgage (the "First Regulatory Agreement").
- c.
 - i. that certain First Security Agreement dated as of December 1, 2003, by and among the Mortgagor, CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS and the Secretary (the "First Security Agreement Mortgagor").

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- ii. that certain First Security Agreement dated as of December 1, 2003, by and among the Beneficiary, CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS and the Secretary (the "First Security Agreement Beneficiary").

The First Security Agreement Mortgagor and the First Security Agreement Beneficiary are hereinafter collectively referred to as the "First Security Agreements".

- d.
 - i. those certain UCC Financing Statements from the Mortgagor in favor of CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS and the Secretary and filed or recorded, as applicable, with the Secretary of State of the State of Illinois or in the Official Records (the "UCC's Mortgagor") prior to the recordation of the Second Mortgage.
 - ii. those certain UCC Financing Statements from the Beneficiary in favor of CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS and the Secretary and filed or recorded, as applicable, with the Secretary of State of the State of Illinois or in the Official Records (the "UCC's Beneficiary") prior to the recordation of the Second Mortgage.

The UCC's Mortgagor and the UCC's Beneficiary are hereinafter collectively referred to as the "First UCC Financing Statements".

For purposes hereof, the First Mortgage, the First Regulatory Agreement, the First Security Agreements, the First UCC Financing Statements and the First Mortgage Note (as hereinafter defined) shall hereinafter be referred to collectively as the "First Mortgage Loan Documents". The First Mortgage Loan Documents are held by CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS (with respect to the First Mortgage Loan Documents CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS is hereinafter referred to as the "First Mortgagee") as security for the repayment of that certain First Mortgage Note dated as of December 1, 2003, executed by the Mortgagor in favor of the First Mortgagee in the original principal amount of NINE MILLION ONE HUNDRED NINETY FOUR THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$9,194,900.00) (the "First Mortgage Note"). A default under any of the First Mortgage Loan Documents shall constitute a default under the Loan Documents and shall entitle the Second Mortgagee to exercise any of its rights and remedies under such Loan Documents. In addition, it is understood and agreed that the subordination of the respective rights and powers of Second Mortgagee, Mortgagor and Beneficiary as herein above provided shall inure to the benefit of the First Mortgagee and its successors and assigns.

- 3. **Permitted Encumbrances.** Notwithstanding any provision of this Second Mortgage or the Second Mortgage Note to the contrary, Mortgagor shall have the right to create a lien superior to this Second Mortgage against the Property in favor of the First Mortgagee pursuant to the First Mortgage Loan Documents.
- 4. **Mortgagee's Right to Cure.** Privilege is reserved to the Second Mortgagee to cure any and all defaults under the First Mortgage, in its sole and absolute discretion. Mortgagor shall provide to the Second Mortgagee written notice of any default under the terms of the First Mortgage immediately upon the occurrence of such default. Mortgagor shall use its best efforts to arrange for written notice of any default by Mortgagor under the First Mortgage to be provided to the Second Mortgagee by the First Mortgagee immediately upon the occurrence thereof.

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WHEN RECORDED MAIL TO:

**Robert J. Katz, PC
1990 M Street NW, Suite 410
Washington, DC 20036**

Property of Cook County Clerk's Office

