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Doc#: 0807211055 **Fee:** \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/12/2008 12:40 PM Pg: 1 of 16

Prepared and Drafted By
And After Recording Mail To:

Cassin Cassin & Joseph LLP
711 Third Avenue, 20th Floor
New York, New York 10017
Attn: Carol M. Joseph, Esq.

(Above space is for recording purposes only)

Property of Cook County Clerk's Office

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Cassin Cassin & Joseph LLP
 711 Third Avenue, 20th Floor
 New York, New York 10017
 Attn: Carol M. Joseph, Esq.

County:

Cook

CROSS-COLLATERALIZATION AGREEMENT
AND AMENDMENT TO SECURITY INSTRUMENT

(Revision Date 5-18-2007)

THIS CROSS-COLLATERALIZATION AGREEMENT AND AMENDMENT TO SECURITY INSTRUMENT (this "Agreement") is made as of the 10th day of March, 2008 by **WELLS FARGO BANK, N.A.**, a national banking association ("Lender") and **401 FULLERTON LLC**, an Illinois limited liability company ("Borrower").

RECITALS

A. Lender has made a loan to Borrower in the original principal amount of **\$27,650,000.00** (the "Loan"). The Loan is secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement recorded among the Land Records of Cook County, Illinois immediately prior to the recording of this Agreement (the "Instrument") upon real property identified in **Exhibit A** hereto and other property included within the definition of "Mortgaged Property" in the Instrument and constituting or related to a residential multifamily apartment project known as 401 West Fullerton Apartments, located at 401-411 West Fullerton Parkway, Chicago, Illinois.

B. Contemporaneously with the making of the Loan, Lender is making other mortgage loans (collectively, the "Related Loans") to Borrower and/or affiliates of Borrower, secured by Multifamily Mortgages or Deeds of Trust (collectively, the "Related Instruments") upon other residential multifamily apartment projects (collectively, the "Related Properties"), all as more fully set forth in **Table 1** attached hereto.

C. Borrower acknowledges that a condition of Lender making the Loan and the Related Loans is that the Mortgaged Property serve as collateral for each of the Related Loans and that each of the Related Properties serve as collateral for the Loan. Borrower is executing this Agreement to satisfy such condition. Borrower further acknowledges that the benefits derived by Borrower from this Agreement and from those certain Cross-Collateralization Agreements entered into or to be entered into in connection with the Related Loans are

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equivalent to the burdens imposed upon Borrower and the Mortgaged Property by this Agreement, notwithstanding that the Loan and the Related Loans may be of differing amounts.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:

“**Event of Default**” shall have the meaning set forth in Section 4.

“**Foreclosure**” means a judicial or non-judicial foreclosure of or trustee’s sale under the Instrument or a Related Instrument, a deed in lieu of such foreclosure or sale, a sale of any of the Total Property pursuant to lawful order of a court of competent jurisdiction in a bankruptcy case filed under Title 11 of the United States Code, or any other similar disposition of any of the Total Property.

“**Fraudulent Transfer Laws**” means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

“**Indebtedness**” means the “Indebtedness” as defined in the Instrument, exclusive of any sums payable by Borrower solely by reason of this Agreement.

“**Loans**” means the Loan and the Related Loans.

“**Related Borrowers**” means the original borrower under each of the Related Loans (which original borrower may be the Borrower named in this Agreement), and any successor to the interest of each such borrower in any of the Related Properties who acquires such Related Property subject to, or who assumes the obligations under, a Related Instrument.

“**Related Indebtedness**” means the aggregate of the “Indebtedness” as defined in each of the Related Instruments.

“**Related Loan Documents**” means the “Loan Documents” as defined in each of the Related Instruments.

“**Total Indebtedness**” means the aggregate of the Indebtedness plus the Related Indebtedness.

“**Total Loan Documents**” means the “Loan Documents” as defined in the Instrument and the Related Loan Documents. This Agreement is among the Loan Documents as defined in the Instrument, and the Cross-Collateralization Agreements entered into in connection with the Related Loans are among the Related Loan Documents.

“**Total Property**” means the aggregate of the Mortgaged Property and the “Mortgaged Property” described in each of the Related Instruments.

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Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Instrument.

2. Assumption and Integration of Related Indebtedness; Obligations Absolute. Borrower hereby acknowledges that:

(a) Borrower shall pay not only the Indebtedness, but all of the Related Indebtedness in accordance with the Related Loan Documents. Borrower and the Related Borrowers are jointly and severally liable for the payment of the Total Indebtedness. Lender at its option may treat the Loan and each of the Related Loans as separate and independent obligations of Borrower, or may treat some or all of the Loans, and all or any part of the Total Indebtedness, as a single, integrated indebtedness of Borrower.

(b) No invalidity, irregularity or unenforceability of all or any part of the Related Indebtedness shall affect, impair or be a defense to the recovery by Lender of the Indebtedness.

(c) It is the intention of Lender and Borrower that Borrower's obligations to pay the Related Indebtedness shall be independent, primary, and absolute, and shall be performed without demand by Lender and shall be unconditional irrespective of the genuineness, validity, regularity or enforceability of any of the Related Loan Documents, and without regard to any circumstance, other than payment in full of the Related Indebtedness, which might otherwise constitute a legal or equitable discharge of a borrower, a mortgagor, a surety, or a guarantor. Borrower waives, to the fullest extent permitted by law, all rights to require Lender to proceed against any Related Borrower or against any guarantor of any of the Total Indebtedness or to pursue any other right or remedy Lender may now or hereafter have against any Related Borrower or any collateral for any of the Total Indebtedness.

3. Amendment of Instrument to Grant Additional Security. The Instrument is hereby amended to provide that the Instrument secures the obligation of Borrower and the Related Borrowers to pay the Related Indebtedness as well as the obligation of Borrower and the Related Borrowers to pay the Indebtedness. Borrower hereby irrevocably mortgages, grants, conveys and assigns to Lender, the Mortgaged Property, to secure to Lender payment of the Related Indebtedness and performance of the covenants and agreements contained in the Related Loan Documents, as well as to secure to Lender payment of the Indebtedness and performance of the covenants and agreements contained in the Loan Documents.

4. Events of Default. Each of the following events shall constitute an "Event of Default" under this Agreement:

- (a) a default or breach by Borrower of any provision of this Agreement; and
- (b) any event or condition constituting an "Event of Default" under any of the Total Loan Documents.

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5. Amendment of Instrument to Provide for Cross-Default. The Instrument is hereby amended to provide that any Event of Default under this Agreement shall constitute an Event of Default under the Instrument.

6. Remedies.

(a) Upon the occurrence of an Event of Default, Lender, in its sole and absolute discretion, may exercise any or some or all of the following remedies, in such order and at such time or times as Lender shall elect:

(i) declare immediately due and payable the entire Total Indebtedness or any portion thereof; and

(ii) exercise any or some or all of Lender's rights and remedies under this Agreement, any of the Total Loan Documents, or applicable law.

(b) Lender may exercise such remedies in one or more proceedings, whether contemporaneous or consecutive or a combination of both, to be determined by Lender in Lender's sole discretion. Lender may enforce its rights against the Mortgaged Property or the Total Property, or any portions of the Mortgaged Property or the Total Property, in such order and manner as Lender may elect in Lender's sole discretion. The enforcement of the Instrument or any Related Instrument or any other of the Total Loan Documents shall not constitute an election of remedies, and shall not limit or preclude the enforcement of the Instrument or any other Related Instrument or any other of the Total Loan Documents, through one or more additional proceedings. Lender may bring any action or proceeding, including but not limited to foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to other of the Total Property or any portion thereof. Borrower, for itself and for any and all persons or entities now or in the future holding or claiming any lien on, security interest in, or other interest or right of any nature in or to any of the Mortgaged Property, hereby unconditionally and irrevocably waives any rights Borrower may have, now or in the future, whether at law or in equity, to require Lender to enforce or exercise any of Lender's rights or remedies under this Agreement, under the Instrument, or under any other of the Total Loan Document in any particular manner or order or in any particular state or county, or to apply the proceeds of any foreclosure in any particular manner or order.

(c) No judgment obtained by Lender in any proceeding enforcing any of the Total Loan Documents shall merge any of the Total Indebtedness into that judgment, and all Total Indebtedness that remains unpaid shall remain a continuing obligation of Borrower. Notwithstanding any foreclosure of the Instrument or any of the Related Instruments, Borrower shall remain bound under this Agreement.

7. Application of Proceeds. Proceeds of the enforcement or foreclosure of the Instrument or any Related Instrument shall be applied to the payment of the Total Indebtedness (including prepayment premiums) in such order as Lender may determine in Lender's sole discretion.

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8. Adjustment of Obligations. If Borrower's incurring of the obligation to pay the Related Indebtedness provided for in Section 2 above, or the amendment of the Instrument provided for in Section 3 above, becomes subject to avoidance under any Fraudulent Transfer Law, then automatically, the Related Indebtedness for which Borrower will be liable and the amount of the Related Indebtedness for which the Mortgaged Property shall constitute security, shall be limited to the largest amount that would not be subject to avoidance under such Fraudulent Transfer Law. At any time at Lender's sole option, Lender may record among the Land Records a complete or partial termination of this Agreement evidencing Lender's election to treat this Agreement as null and void with respect to one or more or all of the Mortgaged Property and the Related Properties (the "Terminated Properties"). Borrower, at Lender's request, will join in any such termination or partial termination, and Borrower hereby irrevocably appoints Lender as Borrower's agent and attorney-in-fact to execute, deliver and record such termination or partial termination in Borrower's name. Following any such termination or partial termination of this Agreement, Lender may enforce the Instrument and other Loan Documents in accordance with their respective terms as if this Agreement had never been executed and delivered as to the Terminated Properties.

9. Borrower's Rights of Subrogation, Etc. Until the Total Indebtedness has been paid in full and there has expired the maximum possible period thereafter during which any payment to Lender with respect to the Total Indebtedness could be deemed a preference under the United States Bankruptcy Code, Borrower shall have no right of, and hereby waives any claim for, subrogation, contribution, reimbursement or indemnity (whether contractual, statutory, equitable, under common law or otherwise) which Borrower has now or may have in the future against any of the Related Borrowers or any of the Related Properties or against any guarantor or security for any of the Total Indebtedness. Borrower understands that the exercise by Lender of certain rights and remedies contained in the Instrument or any one or more of the Related Instruments may affect or eliminate Borrower's right of subrogation against a Related Borrower and that Borrower may therefore incur a partially or totally non-reimbursable liability under this Agreement. Nevertheless, Borrower hereby authorizes and empowers Lender, in Lender's sole and absolute discretion, to exercise any right or remedy, or any combination thereof, which may then be available.

10. Subordination of Obligations to Borrower. Any indebtedness or other obligation of a Related Borrower held by Borrower shall be subordinate to the rights of Lender against that Related Borrower. If Lender so requests at a time when an Event of Default has occurred, Borrower shall enforce and collect any such indebtedness or other obligation as trustee for Lender and shall pay over to Lender any amount collected, on account of the Total Indebtedness.

11. Lender's Rights. At any time and from time to time and without the consent of, or notice to, Borrower, without incurring liability to Borrower, and without impairing or releasing Borrower's liability for the Related Indebtedness, Lender may:

(a) change the manner, place or terms of payment, or change or extend the time of payment of, or renew, increase, accelerate or alter, any of the Related Indebtedness, any

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security for the Related Indebtedness, or any liability incurred directly or indirectly with respect to the Related Indebtedness;

(b) take and hold security for the payment of any of the Related Indebtedness, and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure any of the Related Indebtedness;

(c) exercise or refrain from exercising any rights against Borrower, any Related Borrower, the Mortgaged Property, or any Related Properties;

(d) release or substitute any one or more endorsers, guarantors, or other obligors with respect to any of the Related Indebtedness;

(e) settle or compromise any of the Related Indebtedness, or subordinate the payment of all or any part of the Related Indebtedness to the payment of any liability (whether due or not) of any Related Borrower to its creditors other than Lender; and

(f) consent to or waive any breach by Borrower or any Related Borrower of, or any act, omission or default by Borrower or any Related Borrower under, this Agreement or any of the Total Loan Documents.

12. Waivers of Presentment, Marshalling, Certain Suretyship Defenses, etc.

(a) With respect to its obligations under this Agreement and the Total Loan Documents, Borrower waives presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting such obligations.

(b) Lender shall have the right to determine in Lender's discretion whether and the order in which any or all of the Total Property or portions thereof shall be subjected to the remedies provided in the Total Loan Documents or applicable law. Lender shall have the right to determine in Lender's discretion the order in which any or all portions of the Total Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a lien on or security interest or other interest in any of the Mortgaged Property hereby unconditionally and irrevocably waives any and all right to require the marshalling of assets or to require that any of the Total Property or portions thereof be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

13. Limited-Recourse Liability. Borrower's personal liability (liability beyond Borrower's interest in the Mortgaged Property) for the Related Indebtedness shall be limited to the same extent as the personal liability of the Related Borrowers is limited in the Related Loan Documents.

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14. Release Provisions. Anything in the Instrument to the contrary notwithstanding, Lender will release the Mortgaged Property from this Agreement and the lien created hereby only upon payment in full of all of the Total Indebtedness or as set forth below in this Section 14.

15. Notices. All notices to Borrower under this Agreement shall be in writing and shall be given in the manner provided in the Instrument for notices to Borrower. All notices to Lender by Borrower under this Agreement shall be in writing and shall be given in the manner in the Instrument for notices to Lender.

16. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Mortgaged Property is located. Borrower irrevocably submits to the jurisdiction of any federal or state court sitting in (i) any state or jurisdiction in which the Mortgaged Property or any of the Related Properties is located, and (ii) the Commonwealth of Virginia, over any suit, action or proceeding arising out of or relating to this Agreement. Borrower hereby submits to the *in personam* jurisdiction of each such court in any matter involving this Agreement. Borrower irrevocably waives, to the fullest extent permitted under applicable law, any objections it may now or hereafter have to the venue of any suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Borrower acknowledges that it has received material and substantial consideration for the cross-collateralization of the Mortgaged Property and the Related Properties and that the foregoing venue provision is integral to the Lender's realization of its rights hereunder. Borrower further acknowledges that it is not in disparate bargaining position, that it is a commercial enterprise, with sophisticated financial, legal and economic experience, that the venue selections contained herein are not unreasonable, unjust, inconvenient or overreaching.

17. Captions, Cross References and Exhibits. The captions assigned to provisions of this Agreement are for convenience only and shall be disregarded in construing this Agreement. Any reference in this Agreement to a "Section", a "Subsection" or an "Exhibit" shall, unless otherwise explicitly provided, be construed as referring to a section of this Agreement, to a subsection of the section of this Agreement in which the reference appears or to an Exhibit attached to this Agreement. All Exhibits referred to in this Agreement are hereby incorporated by reference.

18. Number and Gender. Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

19. Statutes and Regulations. Any reference in this Agreement to a statute or regulation shall include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

20. No Partnership. This Agreement is not intended to, and shall not, create a partnership or joint venture among the parties, and no party to this Agreement shall have the power or authority to bind any other party except as explicitly provided in this Agreement.

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21. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and assigns.

22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

23. Waiver; No Remedy Exclusive. Any forbearance by a party to this Agreement in exercising any right or remedy given under this Agreement or existing at law or in equity shall not constitute a waiver of or preclude the exercise of that or any other right or remedy. Unless otherwise explicitly provided, no remedy under this Agreement is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity.

24. Third Party Beneficiaries. Neither any creditor of any party to this Agreement, nor any other person, is intended to be a third party beneficiary of this Agreement.

25. Course of Dealing. No course of dealing among the parties to this Agreement shall operate as a waiver of any rights of any party under this Agreement.

26. Further Assurances and Corrective Instruments. To the extent permitted by law, the parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

27. No Party Deemed Drafter. No party shall be deemed the drafter of this Agreement, and this Agreement shall not be construed against either party as the drafter of the Agreement.

28. WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

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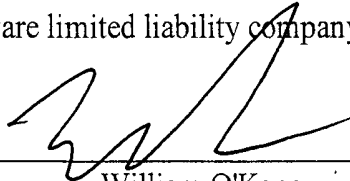
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SIGNATURE PAGE TO CROSS-COLLATERALIZATION AGREEMENT AND AMENDMENT TO SECURITY INSTRUMENT

BORROWER:

401 FULLERTON LLC, an Illinois limited liability company

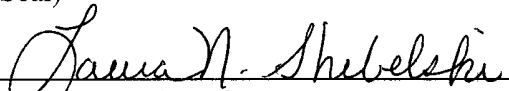
By: **AMERICAN HERITAGE INVESTMENT LLC**, a Delaware limited liability company, its manager

By: 
Name: William O'Kane
Title: Manager/Member

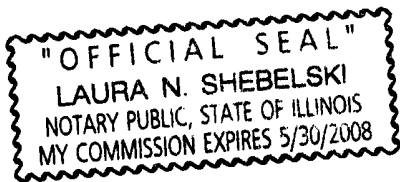
STATE OF ILLINOIS)
 : ss.
COUNTY OF Cook)

This instrument was acknowledged before me on February 22, 2008 by **WILLIAM O'KANE** as **MANAGER/MEMBER** of **AMERICAN HERITAGE INVESTMENT LLC**, a Delaware limited liability company as **MANAGER** of **401 FULLERTON LLC**, an Illinois limited liability company.

(Seal)


NOTARY PUBLIC

[SIGNATURE PAGE FOLLOWS]

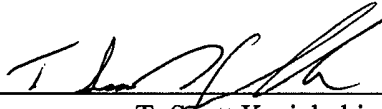


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SIGNATURE PAGE TO CROSS-COLLATERALIZATION AGREEMENT AND AMENDMENT TO SECURITY INSTRUMENT

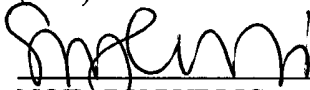
LENDER:

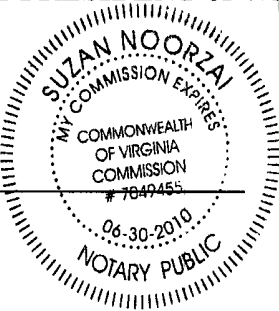
WELLS FARGO BANK, N.A., a
national banking association

By: 
Name: T. Scott Kyriakakis
Title: Vice President

STATE OF VIRGINIA)
COUNTY OF FAIRFAX)

This instrument was acknowledged before me on February 12, 2008 by **T. SCOTT KYRIAKAKIS** as **VICE PRESIDENT** of **WELLS FARGO BANK, N.A.**, a national banking association.

(Seal)

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EXHIBIT A

[ATTACH LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY]

The West 103 feet of the North 160 feet of Lot 3 and the East 57 feet of Lot 4 in Adams and Porter's Subdivision of that part of Blocks 2 and 3 lying North of the East and West center line of said Blocks 2 and 3 in Canal trustees' Subdivision in Section 33, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Also known as:

The West 195 feet of the North 160 feet (except the East 172 feet thereof) of Lot 3 and the East 57 feet of Lot 4 in Adams and Porter's Subdivision of that part of Blocks 2 and 3 lying North of the East and West center line of Blocks 2 and 3 in Canal Trustees' Subdivision in Section 33, Township 40 North Range 14, East of the Third Principal Meridian;

and

The East 80 feet of the West 103 feet of the North 160 feet of Lot 3 in Adams and Foster's Subdivision of that part of Blocks 2 and 3 lying North of the East and West Center line of said Blocks 2 and 3 in Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Tax Parcel Number(s): 14-33-106-003-0000
14-33-106-002-0000

Property Address: 401-411 West Fullerton Parkway, Chicago, Illinois

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EXHIBIT B

MODIFICATIONS TO AGREEMENT

1. Section 14 is hereby deleted in its entirety and the following substituted therefor:

14. Release Provisions.

(a) Anything in the Instrument to the contrary notwithstanding, Lender will release the Mortgaged Property from this Agreement and the lien created hereby only upon payment in full of all of the Total Indebtedness or as set forth below in Section 14(b).

(b) In the event of a Transfer of the Mortgaged Property to an unaffiliated third party, Lender will release the Mortgaged Property from the Instrument and this Agreement upon the satisfaction of all of the following conditions:

(i) Lender has received from Borrower at least thirty (30) days' prior written notice of the date proposed for such release (the "Release Date").

(ii) No Event of Default has occurred and no event or circumstance exists on the Release Date which with the giving of notice or the passage of time or both could constitute such an Event of Default.

(iii) Borrower shall have paid to Lender in full all of the following:

(A) The entire Indebtedness, including but not limited to principal, accrued and unpaid interest and any prepayment premium.

(B) A release price (the "Release Price") equal to one hundred fifteen percent (115%) of the outstanding principal balance of the Indebtedness immediately prior to the payment required in clause (A). The Release Price will be applied by Lender as a prepayment of one or more of the Related Loans (each, a "Prepaid Loan"), in such amount and allocation as the Lender may determine in its discretion.

(C) Any prepayment premiums due in connection with the partial prepayment of a Prepaid Loan as a result of the application of the Release Price.

(D) An administrative fee equal to \$5,000 multiplied by the total number of properties within the Total Property at the time of the notice and request for the release, plus all of Lender's costs and expenses, including without limitation attorneys' fees, in connection with the release of the Mortgaged Property.

(iv) The Related Properties that would remain as security for the remaining Total Indebtedness must meet the following requirements, as determined by Lender in Lender's sole and absolute discretion: (A) a debt service coverage ratio (DSCR) as of the Release Date of not less than the greater of (x) 1.20:1 and (y) the DSCR of the Total Property prior to the release; and (B) a loan to value ratio (LTV) as of the Release Date of not more than the lesser of (x) seventy percent (70%) and (y) the LTV of the Total Property prior to the release. When

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calculating the DSCRs, Lender shall apply a 30-year amortization to such calculation. If the Loan or any of the Related Loans provide for a variable interest rate and the Note provides for a "Capped Interest Rate", in the calculating DSCRs, Lender shall use the applicable Capped Interest Rate as the interest rate for the Loan or the Related Loans. If the Loan or any of the Related Loans provide for a variable interest rate and Borrower or the applicable Related Borrower is required to maintain in effect a third party interest rate cap, in the calculating DSCRs, Lender shall use the applicable required strike rate or maximum index rate plus the applicable "Margin" as the interest rate for the Loan or the Related Loan. If the Loan or any of the Related Loans provide for a variable interest rate and the Note does not provide for a "Capped Interest Rate" and Borrower or the applicable Related Borrower is not required to maintain a third party interest rate cap, in the calculating DSCRs, Lender shall use the interest rate in effect at the time of the calculation plus one (1) percentage point (100 basis points) as the interest rate for the Loan or the Related Loans. Borrower shall provide Lender such financial statements and other information as Lender may require to make the determinations hereunder, certified by the chief financial officer of Borrower as being true, correct and complete in all material respects. In addition, Lender, at Borrower's expense, may obtain MAI appraisals of any of the Total Property in order to assist Lender in making the determinations hereunder.

(c) As a condition of any release under subsections (a) or (b) above, Lender must receive an endorsement to the title insurance policy insuring each Related Instrument re-dating the title insurance policy to the date of the recording of the release and confirming that notwithstanding the specified release, the applicable Related Instrument remains a first priority lien upon the property to which the title insurance policy relates, subject only to the exceptions to insurance originally contained in the title insurance policy and any additional matters previously approved in writing by Lender.

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TABLE 1

Related Loan Amount:	Related Borrower:	Related Property Name:	Related Property Location:	County:
\$6,585,000.00	American Heritage Investment II LLC	326-34 West Dickens Avenue Apartments	326-34 West Dickens Avenue Chicago, Illinois	Cook
\$2,915,000.00	American Heritage Investment II LLC	520 West Melrose Apartments	520 West Melrose Street Chicago, Illinois	Cook
\$14,430,000.00	American Heritage Investment II LLC	639 West Grace Street Apartments	639-55 West Grace Street Chicago, Illinois	Cook
\$6,375,000.00	American Heritage Investment II LLC	800 Hinman Avenue Apartments	800 Hinman Avenue Evanston, Illinois	Cook
\$2,845,000.00	American Heritage Investment II LLC	816 West Waveland Avenue Apartments	816-820 West Waveland Avenue Chicago, Illinois	Cook
\$12,700,000.00	Sunnyside Properties LLC		840 West Sunnyside Avenue Chicago, Illinois	Cook
\$5,020,000.00	American Heritage Investment II LLC	947 West Cornelia Avenue Apartments	947-55 West Cornelia Avenue Chicago, Illinois	Cook
\$2,240,000.00	American Heritage Investment II LLC	4200 North Ashland Avenue Apartments	1600-1604 West Berteau and 4200-4206 North Ashland Avenue Chicago, Illinois	Cook
\$1,640,000.00	American Heritage Investment II LLC	2600 West Montrose Avenue Apartments	2600 West Montrose Avenue and 4400-4414 North Rockwell Street Chicago, Illinois	Cook
\$3,300,000.00	American Heritage Investment II LLC	4304 North Sheridan Road Apartments	4304-12 North Sheridan Road Chicago, Illinois	Cook

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Related Loan Amount:	Related Borrower:	Related Property Name:	Related Property Location:	County:
\$3,170,000.00	American Heritage Investment II LLC	4435 North Greenview Avenue Apartments	4435-43 North Greenview Avenue Chicago, Illinois	Cook
\$2,330,000.00	American Heritage Investment II LLC	4600 North Lincoln Avenue Apartments	4600-12 North Lincoln Avenue Chicago, Illinois	Cook
\$2,050,000.00	American Heritage Investment II LLC	4631 North Paulina Street Apartments	4631 North Paulina Street Chicago, Illinois	Cook
\$4,860,000.00	American Heritage Investment II LLC	4750 North Clarendon Avenue Apartments	4750 North Clarendon Avenue Chicago, Illinois	Cook
\$2,365,000.00	American Heritage Investment II LLC	4874 North Ashland Apartments	4874-80 North Ashland Avenue Chicago, Illinois	Cook
\$3,495,000.00	American Heritage Investment II LLC	6124 North Winthrop Avenue Apartments	6124 North Winthrop Avenue Chicago, Illinois	Cook
\$27,650,000.00	401 Fullerton LLC	401 West Fullerton Apartments	401-411 West Fullerton Parkway Chicago, Illinois	Cook
\$24,375,000.00	833 West Buena LLC	833 West Buena Avenue Apartments	833 West Buena Avenue Chicago, Illinois	Cook
\$53,655,000.00	Barrington Lakes Apartments, LLC	Barrington Lakes	2200 Hassell Road Hoffman Estates, Illinois	Cook
\$33,000,000.00	2933 Sheridan LLC	2933 North Sheridan Road Apartments	2933 North Sheridan Road Chicago, Illinois	Cook

Note: The Loan defined in the recitals to this Agreement is included in this table but is not a "Related Loan" for purposes of this Agreement.

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