

FANNIE MAE COMMITMENT NO. 982306
FANNIE MAE COMMITMENT NO. 982320



TERMINATION OF CROSS COLLATERALIZATION AGREEMENT

THIS TERMINATION AGREEMENT ("Agreement"), is executed as of the 1st day of November, 1999, by ^{*}LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, a national banking association, not personally but as Trustee pursuant to Trust Agreements dated May 22, 1950 and known as Trust Nos. 8146, 8146-02, 8146-03, 8146-04, 8146-05 and 8146-06 ("Trusts 8146"), ^{*}LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, a national banking association, not personally but as Trustee pursuant to a Trust Agreement dated March 13, 1951 and known as Trust No. 13380 ("Trust 13380"), K.B.W. Associates, an Illinois limited partnership ("Beneficiary") and Federal National Mortgage Association, a corporation of the United States of America ("Fannie Mae").

WHEREAS, Trusts 8146 are the owners of those certain parcels of real estate in Chicago, Cook County, Illinois, the legal description of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Trust 13380 is the owner of that certain parcel of real estate in Chicago, Cook County, Illinois, the legal description of which is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, Beneficiary is the sole owner of the beneficial interest under Trusts 8146 and the sole owner of the beneficial interest under Trust 13380; and

WHEREAS, Dwinn-Shaffer & Company ("Original Lender") made a loan to Trusts 8146 and Beneficiary, which loan is evidenced by that certain Multifamily Note dated March 1, 1994, in the original principal amount of \$6,900,000.00 ("Note I") and said Note I is secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement dated March 1, 1994 ("Instrument I") against the property described on Exhibit A, which Instrument I was recorded in the Office of the Recorder of Cook County, Illinois, on March 17, 1994, as Document No. 94245458; and

WHEREAS, Original Lender made a loan to Trust 13380 and Beneficiary, which loan is evidenced by that certain Multifamily Note dated March 1, 1994, in the original principal amount of \$2,200,000.00 ("Note II") and said Note II is secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement dated March 1, 1994 ("Instrument II") against the property described on Exhibit B, which Instrument II was recorded in the Office of the Recorder of Cook County, Illinois, on March 28, 1994, as Document No. 94277113; and

WHEREAS, in connection with the funding of Note I and Note II, the parties hereto and Original Lender entered into a certain Cross Collateralization Agreement and Amendment to Multi-Family Mortgages, Assignment of Rents and Security Agreements dated March 1, 1994, and

^{*} ~~LaSalle Bank National Association formerly~~
KNOWN AS LaSALLE NATIONAL BANK, Successor Trustee To:

1st AMERICAN TITLE order # CC 92 219
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recorded in the Office of the Recorder of Cook County, Illinois on March 28, 1994, as Document No. 94277116 (the "Cross Collateralization Agreement"); and

WHEREAS, Original Lender endorsed Note I to Fannie Mae and assigned Instrument I to Fannie Mae pursuant to an Assignment of Mortgage dated March 1, 1994; and recorded in the Office of the Recorder of Cook County, Illinois as Document No. 94245460.

WHEREAS, Original Lender endorsed Note II to Fannie Mae and assigned Instrument II to Fannie Mae, pursuant to an Assignment of Mortgage dated March 1, 1994 and recorded March 28, 1994 in the Office of the Recorder of Cook County, Illinois as Document No. 94277115.

WHEREAS, Trusts 8146 and Beneficiary are concurrently prepaying the indebtedness evidenced by Note I and, accordingly, desire to cause the Cross Collateralization Agreement to be terminated; and

WHEREAS, Fannie Mae is willing to terminate the Cross Collateralization Agreement subject to receipt by it of full payment of all sums owed to it under Note I.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. From and after the date of recording of this Agreement, the Cross Collateralization Agreement shall be deemed terminated, null and void and of no further force and effect and no party shall have any rights against or obligations to any other party thereunder. However, the termination of the Cross Collateralization Agreement shall not terminate, waive or diminish any rights of Fannie Mae or any obligations of Trust 13380 and Beneficiary under Note II, Instrument II and any of the related loan documents.

2. Notwithstanding the foregoing, this Agreement shall only be effective if Fannie Mae has received full payment of all sums owed to it under Note I and recording of this Agreement bearing the signature of Fannie Mae shall be conclusive proof of such payment.

3. This Cross Collateralization Agreement is executed by ^{*}LaSalle National Trust, N.A., not personally, but solely as Successor Trustee under all of the trusts identified herein and pursuant to the power and authority conferred upon and invested in it as such Successor Trustee and each such Successor Trustee hereby represents that each possesses full power and authority to execute this document, it being expressly understood and agreed that nothing herein contained shall be construed as creating any liability upon said Successor Trustee, personally, all such liabilities being subject to the exculpatory provisions in Instrument I and Instrument II, both of which are identified and incorporated herein.

* * * *

^{*} LaSalle Bank National Association formerly
2 KNOWN AS LaSALLE NATIONAL BANK, Successor Trustee To:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

K.B.W. ASSOCIATES,
an Illinois limited partnership

By: [Signature]

Daniel E. Levin,
the sole General Partner

LaSalle Bank National Association formerly known as LaSALLE NATIONAL BANK, Successor Trustee To: LASALLE NATIONAL TRUST, N.A., not personally but as Successor Trustee under Trust Nos. 8146, 8146-02, 8146-03, 8146-04, 8146-05 and 8146-06, as aforesaid

By: [Signature]
Title: ASSISTANT VICE PRESIDENT

ATTEST: [Signature]
Title: ASSISTANT SECRETARY

LENDER:

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: [Signature]

LaSalle Bank National Association formerly known as LaSALLE NATIONAL BANK, Successor Trustee To: LASALLE NATIONAL TRUST, N.A., not personally but as Successor Trustee under Trust No. 13380, as aforesaid

By: [Signature]
Title: ASSISTANT VICE PRESIDENT

ATTEST: [Signature]
Title: ASSISTANT SECRETARY

PREPARED BY MAIL TO:
JEFFREY C. Ruppel
350 WEST HURSTON
SUITE 500
CHgo, IL. 60610-4011

2001
10/13/05

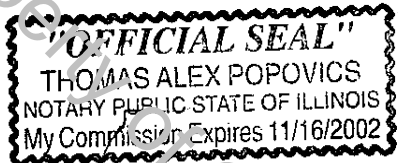
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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS. * LaSalle Bank National Association formerly
 COUNTY OF COOK) known as LASALLE NATIONAL BANK, Successor Trustee

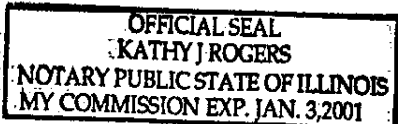
The foregoing instrument was acknowledged before me this 1st day of November, 1999, by Deborah Berg, ASSISTANT VICE PRESIDENT of LaSalle National Trust, N.A., and attested to by Rosemary Collins ASSISTANT SECRETARY of said Trust on behalf of said Trust, as Successor Trustee under Trust Nos. 8146, 8146-02, 8146-03, 8146-04, 8146-05 and 8146-06 and as Successor Trustee under Trust No. 13380, as aforesaid, on behalf of all of said Trusts.



Thomas Alex Popovics
 Notary Public
 My Commission Expires: 11-16-02

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 2nd day of November, 1999, by John K. Powell, Jr., Vice President of Federal National Mortgage Association, a corporation of the United States.



Kathy J. Rogers
 Notary Public
 My Commission Expires: Jan. 3, 2001

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INDIVIDUAL ACKNOWLEDGMENT

09046749

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said county and state, do hereby certify that Daniel E. Levin, sole general partner of K.B.W. Associates, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as his free and voluntary act and for and on behalf of said partnership for the uses and purposes therein set forth.

Given under my hand and official seal this 24 day of March, 1999.


Notary Public
My Commission Expires: _____

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EXHIBIT A

LEGAL DESCRIPTION:

09046749

PARCEL 1:

THE NORTH 140 FEET (EXCEPT THE EAST 107 FEET THEREOF) OF BLOCK 5 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF BLOCK 5 (EXCEPT THE NORTH 140 FEET THEREOF) IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 1/2 OF BLOCK 5 (EXCEPT THE NORTH 140 FEET THEREOF) IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTHWEST 1/4 OF BLOCK 4 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTHEAST 1/4 OF BLOCK 4 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE SOUTHWEST 1/4 OF BLOCK 4 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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TAX NUMBERS:

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TAX NO.:	20-12-104-003	VOL. NO.:	255	(AFFECTS PARCEL 1)
TAX NO.:	20-12-104-004	VOL. NO.:	255	(AFFECTS PARCEL 2)
TAX NO.:	20-12-104-005	VOL. NO.:	255	(AFFECTS PARCEL 3)
TAX NO.:	20-12-106-002	VOL. NO.:	255	(AFFECTS PARCEL 4)
TAX NO.:	20-12-106-003	VOL. NO.:	255	(AFFECTS PARCEL 5)
TAX NO.:	20-12-106-004	VOL. NO.:	255	(AFFECTS PARCEL 6)

STREET ADDRESSES:

1605 EAST 50th STREET
1606, 1607, 1616 AND 1617 EAST 50th PLACE
1606 EAST HYDE PARK BOULEVARD

CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

9 4 2 7 7 1 1 6

03046749

EXHIBIT 8

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF FRACTIONAL SECTION 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING A PART OF CHICAGO BEACH ADDITION SUBDIVISION OF LOT "A" OF BEACH HOTEL COMPANY'S CONSOLIDATION RECORDED APRIL 16, 1927 AS DOCUMENT 9617725 OF COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 12; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHWEST 1/4, THE SAID SOUTH LINE BEING ALSO THE CENTER LINE OF EAST HYDE PARK BOULEVARD, 764.37 FEET TO A POINT ON THE EASTERLY LINE, EXTENDED SOUTHERLY OF BLOCK 3 OR LOT 3 OF LOT "A", A SUBDIVISION OF THE BEACH HOTEL COMPANY, CHICAGO BEACH ADDITION; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 03 MINUTES TURNED TO THE RIGHT FROM THE SOUTH LINE OF THE NORTHWEST 1/4 ALONG SAID SOUTHERLY EXTENSION AND THE EASTERLY LINE OF SAID BLOCK 3 OR LOT 3 OF LOT "A" AS SUBDIVIDED, 521.63 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY FROM SAID POINT OF BEGINNING AT AN ANGLE TURNED TO THE RIGHT OF 89 DEGREES 57 MINUTES, 50 FEET; THENCE SOUTHERLY AT AN ANGLE TURNED TO THE RIGHT OF 90 DEGREES 03 MINUTES, 19.63 FEET; THENCE WESTERLY AT AN ANGLE TURNED TO THE RIGHT OF 269 DEGREES 57 MINUTES, 750 FEET; THENCE NORTHERLY AT AN ANGLE TURNED TO THE RIGHT OF 270 DEGREES 03 MINUTES, 144 FEET TO A POINT ON THE NORTHERLY LINE OF SAID BLOCK 3 OR LOT 3 OF LOT "A", THE SAID NORTHERLY LINE BEING ALSO THE SOUTHERLY LINE OF EAST 50TH STREET; THENCE EASTERLY AT AN ANGLE TURNED TO THE RIGHT OF 269 DEGREES 57 MINUTES ALONG SAID NORTHERLY LINE, ALSO BEING THE SOUTHERLY LINE OF EAST 50TH STREET, 300.00 FEET TO THE EASTERLY LINE OF THE SAID BLOCK 3 OR LOT 3 OF LOT "A"; THENCE SOUTHERLY AT AN ANGLE TURNED TO THE RIGHT OF 270 DEGREES 03 MINUTES ALONG SAID EASTERLY LINE 124.37 FEET TO THE POINT OF BEGINNING.

PERMANENT INDEX NUMBER: 20-12-105-002

ADDRESS OF PROPERTY: 1645-1649 East 50th Street
Chicago, Illinois

94277116