

BOX 156

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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Shesky, Saitlin & Froelich, Ltd.
444 North Michigan Avenue
Suite 2300
Chicago, Illinois 60611
Attn: Kenneth W. Bosworth, Esq.

87548746

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into as of September 29, 1987 by, between, and among American National Bank and Trust Company of Chicago, a national banking association ("Senior Lender"), Illinois College of Optometry, an Illinois not-for-profit corporation ("Borrower") and The Sumitomo Bank, Limited (Chicago Branch), a corporation organized under the laws of Japan and licensed to do business in Illinois (the "Subordinated Lender").

RECITALS:

A. Senior Lender has agreed to extend credit to Borrower pursuant to that certain Health Facilities Letter of Credit Loan Agreement ("ANB Loan Agreement") dated as of the date hereof in the amount of Two Million Three Hundred Thousand and No/100ths Dollars (\$2,300,000.00) and secured by, among other things, that certain Mortgage of even date herewith (the "Senior Mortgage"), and that certain Assignment of Leases and Rents of even date herewith (the "Senior Assignment"; the Senior Mortgage, the Senior Assignment and the ANB Loan Agreement are hereinafter collectively referred to as the "Senior Loan Documents") which Senior Mortgage and Assignment constitute liens or encumbrances on that certain real property legally described on Exhibit A attached hereto and made a part hereof (the "Property") and the improvements located on the Property (the "Project").

B. Borrower is obligated to Subordinated Lender as evidenced by that certain Reimbursement, Letter of Credit and Bond Purchase Agreement dated as of August 1, 1987 ("Sumitomo Loan Agreement"), which contains the obligations of the Borrower to reimburse the Subordinated Lender for certain matters as more fully set forth in the Sumitomo Loan Agreement, which is secured by, among other things, that certain Mortgage on the Project dated August 27, 1987 and recorded on August 27, 1987, in the Recorder's Office of Cook

September 10

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COMMUNITY TITLE GUARANTY CO.
450 East Lake Street
Addison, Illinois 60101
(312) 894-7668

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County, Illinois, as Document Number 8749849A (the "Subordinated Mortgage"; the Sumitomo Loan Agreement and the Subordinated Mortgage are sometimes hereinafter collectively referred to as the "Subordinated Loan Documents").

C. As a condition to extending credit to Borrower, Senior Lender has required that the Subordinated Mortgage and the obligations of Borrower to Subordinated Lender under the Mortgage be subordinated to the Senior Loan Documents and the obligations of Borrower running to Senior Lender.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. Subordination of Interests. Now existing or hereafter arising interests of Subordinated Lender in the Property and the Project (and all leases, rents, income, profits and other revenues therefrom), pursuant to the Subordinated Loan Documents shall be and are hereby declared to be subject, junior and subordinate to now existing or hereafter arising rights or interests in the Property and the Project in an amount not in excess of \$2,300,000 held by Senior Lender pursuant to the Senior Loan Documents.

2. Subordination of Other Collateral and Proceeds. All now existing or hereafter arising rights and interests of Subordinated Lender in all tangible and intangible personal property in which a security interest or lien arises under the Senior Loan Documents ("Personal Property"), and all products and proceeds of the Personal Property, including, without limitation, all insurance and condemnation proceeds, shall be and hereby are declared to be subject, junior and subordinate to all now existing or hereafter arising rights or interests of Senior Lender in the Personal Property and all products and proceeds of the Personal Property.

3. Extent of Subordination. The subordinations provided for in paragraphs 1 and 2 above shall remain in full force and effect until all now existing or hereafter arising obligations of Borrower under the Senior Loan Documents are paid and satisfied in full and Senior Lender has no further obligations to advance additional funds with respect to the Project under the Senior Loan Documents, which obligations of Borrower shall include, without limitation, the obligation to pay to Senior Lender:

(a) all outstanding obligations under the ANB Loan Agreement;

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(b) all fees, charges, costs and expenses incurred by Senior Lender in protecting the lien of the Senior mortgage or the lien or security interest applicable to other collateral pledged to Senior Lender;

(c) all fees, charges, costs and expenses, including reasonable attorneys' fees, incurred by Senior Lender in enforcing its rights and remedies under the Senior Loan Documents or applicable law.

All the foregoing obligations of Borrower are hereinafter referred to as the "Senior Loan Obligations."

4. Conflicting Terms. In the event of any conflict between the provisions of this Subordination Agreement and the provisions of the Subordinated Loan Documents as such provisions relate to the subordination of the interests of the Subordinated Lender to those of the Senior Lender, the provisions of this Subordination Agreement shall be deemed to be controlling.

5. Attachment, Perfection. The rights and interests subordinated hereby and the priorities established hereby shall bind the parties hereto, irrespective of the attachment, filing, perfection or lack thereof of the security interests, liens or other interests held by the parties under their respective loan documentation.

6. Subordinated Loan. Subordinated Lender represents and warrants to Senior Lender that the Subordinated Loan Documents are in full force and effect. Subordinated Lender covenants that no indebtedness other than that evidenced by the Sumitomo Loan Agreement is secured by the Subordinated Loan Documents.

7. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8. Amendments, Changes or Modifications. Except as otherwise herein provided, this Agreement may be effectively amended, changed, modified, altered or terminated only in writing signed by the party against whom enforcement of such amendment, change or modification is sought.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

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10. Recitals. The above Recitals are true and correct as of the date hereof and constitute part of this Agreement.

11. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns.

12. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be the original, and all of which shall constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

BORROWER:

ILLINOIS COLLEGE OF OPTOMETRY, an Illinois not-for-profit corporation

By: [Signature]

Its: [Signature]

ATTEST:

[Signature]

SENIOR LENDER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association

By: [Signature]

Name: [Signature]

Title: [Signature]

SUBORDINATED LENDER:

THE SUMITOMO BANK, LIMITED (CHICAGO BRANCH), a corporation organized to do business in Japan and authorized to do business in Illinois

By: [Signature]

Name: [Signature]

Title: [Signature]


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STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 29 day of September, in the year of 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shane Conroy and Barbara Smith personally known to me (or proved to me on the basis of satisfactory evidence) to be the Executive Vice President and Assistant Secretary of the Illinois College of Optometry, an Illinois not-for-profit corporation, who executed the within instrument on behalf of said corporation, and acknowledged to me that such action was duly authorized by the board of directors of the corporation and that they attached the corporate seal of the corporation hereto.


Signature

Shane Conroy
Name (Typed or Printed)

Notary Public in and for said County
and State

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STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 29 day of September, in the year of 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard J Feller personally known to me (or proved to me on the basis of satisfactory evidence) to be a Second Vice-President of the American National Bank and Trust Company of Chicago, a national banking association, who executed the within instrument on behalf of said association, and acknowledged to me that such action was duly authorized by the board of directors of the association.

[Handwritten Signature]
Signature

D. [Handwritten Name]
Name (Typed or Printed)

Notary Public in and for said County and State

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STATE OF Illinois)
COUNTY OF Cook) ss

On this 29 day of September, in the year of 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Yoshio Tanaka personally known to me (or proved to me on the basis of satisfactory evidence) to be the General Manager of The Sumitomo Bank Limited (Chicago Branch), a corporation organized to do business in Japan and authorized to do business in Illinois, who executed the within instrument on behalf of said corporation, and acknowledged to me that such action was duly authorized by the board of directors of the corporation and that they attached the corporate seal of the corporation hereto.

[Handwritten Signature]
Signature

Yoshio Tanaka
Name (Typed or Printed)

Notary Public in and for said County and State

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EXHIBIT "A" 7 5 4 8 / 4 8 1 of 2

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 & 40 (EXCEPT THE SOUTH 20 FEET OF THE NORTH 21 FEET OF LOT 40 DEDICATED FOR ALLEY BY PLAT OF DEDICATION, RECORDED SEPTEMBER 29, 1983 AS DOCUMENT #26800727) & ALL THOSE PORTIONS OF THE NORTH-SOUTH 20 FOOT ALLEY VACATED BY ORDINANCE PASSED MAY 27, 1964 & RECORDED JUNE 19, 1964 AS DOCUMENT #19161044 & BY ORDINANCE PASSED AUGUST 13, 1968 & RECORDED OCTOBER 8, 1968 AS DOCUMENT #20638787 & BY ORDINANCE PASSED JULY 27, 1983 & RECORDED SEPTEMBER 29, 1983 AS DOCUMENT #26800728; ALL IN BLOCK 1 IN JOHN WENTWORTH'S SUBDIVISION OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: 17-34-110-050 D A O

LOT 48 (EXCEPT THE SOUTH 6.15 FEET & EXCEPT THE EAST 32.50 FEET THEREOF) IN BLOCK 4 IN TYLER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL.

PARCEL 3: 17-34-110-051 D A O

THE SOUTH 6.15 FEET OF LOT 48 & THE NORTH 6.28 FEET OF LOT 47 (EXCEPT THE EAST 32.50 FEET OF SAID LOTS 47 & 48) IN BLOCK 4 IN TYLER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: 17-34-110-054 D A O

LOT 47 (EXCEPT THE NORTH 6.28 FEET & EXCEPT THE EAST 32.50 FEET THEREOF) IN BLOCK 4 IN TYLER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL.

PARCEL 5: 17-34-110-055 D A O

THE WEST 20.70 FEET OF THE EAST 32.50 FEET OF LOT 48, THE WEST 20.70 FEET OF THE EAST 32.50 FEET OF THE NORTH 2.35 OF LOT 47 & THE WEST 17.70 FEET OF THE EAST 32.50 FEET OF THAT PART OF LOT 47 LYING SOUTH OF THE NORTH 2.35 FEET THEREOF IN BLOCK 4 IN TYLER'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PERMANENT TAX NUMBERS:

- 17-34-109-005. lot 39-40
- 17-34-109-006. lot 38
- 17-34-109-007. lot 37-36
- 17-34-109-008. lot 34
- 17-34-109-009. lot 33
- 17-34-109-010. lot 32
- 17-34-109-011. lot 31
- 17-34-109-012. lot 30
- 17-34-109-013. lot 29-28
- 17-34-109-014. lot 1
- 17-34-109-018. lot 2
- 17-34-109-019. lot 3
- 17-34-109-020. lot 4
- 17-34-109-021. lot 5
- 17-34-109-022. lot 6
- 17-34-109-023. lot 7
- 17-34-109-026.
- 17-34-109-047. lot 1-3 CKO
- 17-34-109-048. lot 20-21-22-23
- 17-34-109-049. lot 1
- 17-34-109-050. lot 13-14
- 17-34-109-051. lot 9
- 17-34-109-052. lot 11
- 17-34-109-053. lot 15-16

CEO

ALSO

- 17-34-110-004. lot 44
- 17-34-110-010. lot 38
- 17-34-110-014. lot 2
- 17-34-110-015. lot 3
- 17-34-110-050. lot 48
- 17-34-110-051. lot 47-48 all
- 17-34-110-052. lot 49
- 17-34-110-054. lot 47-48 all
- 17-34-110-055. lot 47-48 all

ADD

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$23.00
T#0222 TRAN 6485 10/08/87 14:13:00
#4192 # 33 * 87-548746
COOK COUNTY RECORDER

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