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SUBORDINATION AND STAND-BY AGREEMENT

THIS SUBORDINATION AND STAND-BY AGREEMENT dated as of August 1, 1989, by and among TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS, a retirement system established pursuant to the laws of the State of Illinois ("Teachers"), whose address is c/o Bennett & Kahnweiler Realty Advisors, Inc., as agent under power of attorney, 9700 West Bryn Mawr, Rosemont, Illinois 60018, WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED, a Colorado corporation ("Wells"), whose address is 55 West Monroe Street, Suite 1100, Chicago, Illinois 60603, Attention: Senior Loan Officer, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under Trust Agreement dated August 5, 1988, and known as Trust Number 106169-02 ("Land Trust"), whose address is 33 North LaSalle Street, Chicago, Illinois 60690, and KINGSTON COURT LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), whose address is c/o Hiffman Shaffer Anderson, Inc., 118 South Clinton Street, Suite 700, Chicago, Illinois 60606;

TILOR 252127

W I T N E S S E T H :

WHEREAS, Teachers, Land Trust and Beneficiary have heretofore entered into a certain financing transaction pursuant to which Teachers has loaned or will loan moneys (the "Teachers Loan") to Land Trust for the benefit of Beneficiary, evidenced by a Secured Promissory Note dated May 9, 1989 (the "Teachers Note"), made by Land Trust in favor of Teachers in the principal amount of \$4,297,800, and to be evidenced by additional future notes in the principal amount of up to \$2,000,000 in the aggregate (the "Additional Teachers Notes"), the repayment of which Teachers Note and Additional Teachers Notes, together with all interest and other charges thereon and all other obligations of Land Trust and Beneficiary to Teachers (hereinafter referred to collectively as the "Teachers Obligations"), is secured by, among other things, a First Mortgage and Security Agreement dated as of May 9, 1989, made by Land Trust in favor of Teachers, which Teachers Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 11, 1989, as Document No. 89213412, and filed in the Office of the Registrar of Titles of Cook County, Illinois, on May 11, 1989, as Document No. LR3793842 (the "Teachers Mortgage"), and encumbers the property legally described in Exhibit A attached

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Permanent Tax Index Number:

03-35-200-036

Address of Premises:

East side of Kingston Court
south of Feehanville Drive
Mt. Prospect, Illinois

This Instrument Prepared By and
After Recording to be Returned to:

Alvin L. Kruse
Seyfarth, Shaw, Fairweather &
Geraldson
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603

BOX 15

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hereto and certain other property (which property described in Exhibit A hereto, together with all fixtures, equipment and improvements located thereon or therein, is hereinafter referred to collectively as the "Mortgaged Property"), and by an Assignment of Leases and Rents dated as of May 9, 1989 (the "Teachers Assignment"), from Land Trust and Beneficiary to Teachers, which Teachers Assignment was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on May 11, 1989, as Document No. 89213413, and filed in the Office of the Registrar of Titles of Cook County, Illinois, on May 11, 1989, as Document No. LR3793843, and also encumbers the Mortgaged Property, and by a Collateral Assignment of Beneficial Interest (Including Irrevocable Right to Approve) dated as of May 9, 1989 (the "Teachers Beneficial Interest Assignment"), from Beneficiary to Teachers, and by a Right of First Option Agreement dated as of May 9, 1989 (the "Teachers Option"), by and among Land Trust, Beneficiary and Teachers, which Teachers Option was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 11, 1989, as Document No. 89213414 and filed in the Office of the Registrar of Titles of Cook County, Illinois, on May 11, 1989, as Document No. LR3793844, and also encumbers the Mortgage Property; and

WHEREAS, the liens, encumbrances and/or options created by the Teachers Mortgage, the Teachers Assignment, the Teachers Beneficial Interest Assignment, the Teachers Option and all of the other Teachers Loan Documents (as hereinafter defined) are hereinafter collectively referred to as the "Teachers Liens"; and

WHEREAS, Wells, Land Trust and Beneficiary have entered into a certain financing transaction pursuant to which Wells is loaning moneys (the "Wells Loan") to Land Trust and Beneficiary evidenced by that certain Promissory Note Secured by Mortgage of even date herewith (the "Wells Note"), made by Land Trust and Beneficiary in favor of Wells in the principal amount of \$5,200,000, the repayment of which, together with all interest and other charges thereon and all other obligations of Land Trust and Beneficiary to Wells (the "Wells Obligations") is secured by, among other things, a Construction Mortgage, Security Agreement and Assignment of Rents of even date herewith (the "Wells Mortgage"), from Land Trust and Beneficiary to Wells, which Wells Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 2, 1989, as Document No. 89354972, and filed in the Office of the Registrar of Titles of Cook County, Illinois, on August 2, 1989, as Document No. 3814273, and encumbers the Mortgaged Property, and by an Assignment of Lessor's Interest in Leases and Rents of even date herewith (the "Wells Assignment"), from Land Trust and Beneficiary to Wells, which Wells Assignment was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 2, 1989, as Document No. 89354973 and filed in the Office of the Registrar of Titles of Cook County, Illinois, on August 2, 1989, as Document No. 3814274, and also encumbers the Mortgaged Property, and by a Construction Loan Collateral Assignment of Beneficial Interest of even date herewith (the "Wells Beneficial Interest Assignment"), from Beneficiary to Wells; and

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WHEREAS, the liens and/or encumbrances created by the Wells Mortgage, the Wells Assignment, the Wells Beneficial Interest Assignment and all of the other Wells Loan Documents (as hereinafter defined) are hereinafter collectively referred to as the "Wells Liens"; and

WHEREAS, as a condition to making the Wells Loan, Wells is requiring that Land Trust, Beneficiary and Teachers execute and deliver this Agreement, and Land Trust, Beneficiary and Teachers have agreed to so execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

2. Subordination. Teachers, Land Trust and Beneficiary hereby agree that the Teachers Loan, the Teachers Obligations, the Teachers Liens, the Teachers Mortgage, the Teachers Assignment, the Teachers Beneficial Interest Assignment, the Teachers Option and all other instruments and/or agreements evidencing and/or securing the Teachers Loan (collectively, the "Teachers Loan Documents"), and all of Teachers' rights and powers thereunder, are hereby made and shall hereafter be expressly subject and subordinate in all respects to the Wells Loan, the Wells Note, the Wells Mortgage, the Wells Assignment, the Wells Beneficial Interest Assignment and all such other instruments and/or agreements evidencing and/or securing the Wells Loan (collectively, the "Wells Loan Documents"), and further subject and subordinate in all respects to any and all advances under and any and all amendments, renewals, modifications or extensions of any of the foregoing and/or any refinancing of the Wells Loan (whether by Wells or a third party lender); provided, however, that:

(i) The foregoing provisions shall not be construed to effect any subordination with respect to any of the real estate mortgaged as collateral for the Teachers Loan other than the Mortgaged Property or any tangible or intangible personal property related to such other real estate (such other real estate and related tangible and intangible personal property being hereinafter referred to as the "Additional Teachers Collateral");

(ii) The Teachers Beneficial Interest Assignment shall not be subordinate to the Wells Beneficial Interest Assignment, and the respective rights of Teachers and Wells with respect to the beneficial interest under the Land Trust shall be as provided below and in paragraph 3 hereof;

(iii) Such subordination shall not apply with respect to any contracted for increases in the stated principal amount of the Wells Loan (as opposed to, for example, increases as a result of protective advances under the Wells Loan Documents),

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unless same are consented to in writing by Teachers, which consent shall not be withheld or delayed unless such increase would have a material adverse effect on the security for the Teachers Loan;

(iv) The foregoing provisions shall not be construed to extend the period of forbearance provided for in paragraph 3 hereof beyond the date provided for therein; and

(v) Subject to the limitations of paragraphs 4, 5 and 7 hereof, the foregoing provisions shall not be construed to limit Teachers' right to enforce any guarantees of payment, performance or completion of the Teachers Loan, provided same are not secured by any of the Mortgaged Property or related tangible or intangible personal property.

With respect to any such permitted advances, amendments, renewals, modifications or refinancings of the Wells Loan, Wells shall give notice thereof to Teachers and Teachers hereby agrees to execute any document reasonably requested by Wells to effectuate said subordination.

3. Forebearance. Teachers hereby agrees that until August 1, 1991, the maturity date of the Wells Loan, or any extension thereof consented to in writing by Teachers, which consent shall not be withheld or delayed unless such extension would have a material adverse effect on the security for the Teachers Loan, or the date of the filing of any action to foreclose the Wells Mortgage, whichever is earlier, Teachers shall not in any way, manner or respect assert or seek to enforce, against the Mortgaged Property, or the beneficial interest in the Land Trust, the Teachers Liens, the Teachers Mortgage, the Teachers Assignment, the Teachers Beneficial Interest Assignment and/or any other right and/or remedy of Teachers under all or any of the Teachers Loan Documents, or otherwise at law and/or in equity; provided, however, that Teachers shall have the right to exercise the purchase option provided for in the Teachers Option, but as to the Mortgaged Property any such exercise of such option, and any purchase of all or a part of the Mortgaged Property pursuant thereto, shall be subject to the Wells Liens, the Wells Mortgage, the Wells Assignment, the Wells Beneficial Interest Assignment and the other Wells Loan Documents. The foregoing provisions of this paragraph 3 shall not be construed to limit Teachers' right to proceed against the Additional Teachers Collateral.

The following provisions shall apply with respect to the Teachers Beneficial Interest Assignment, the Wells Beneficial Interest Assignment and the beneficial interest in the Land Trust:

(i) The Teachers Beneficial Interest Assignment shall not be subordinate to the Wells Beneficial Interest Assignment;

(ii) The foregoing forbearance provisions of this paragraph 3 hereof shall apply with respect to the Teachers Beneficial Interest Assignment;

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(iii) After the forbearance period provided for above in this paragraph 3 hereof, and until the Wells Loan has been fully paid, Teachers shall not take any action to foreclose on the beneficial interest in the Land Trust pursuant to the Teachers Beneficial Interest Assignment unless Wells has first initiated such action pursuant to the Wells Beneficial Interest Assignment; and

(iv) Teachers' consent shall not be required on letters of direction to the trustee of Land Trust relating to the Mortgaged Property unless same also relate to or affect in a material respect the Additional Teachers Collateral (in which case Teachers' consent shall be required), and Beneficiary and Wells shall provide Teachers with copies of letters of direction which do not require Teachers' consent.

4. Advance Payments Under Wells Loan. Teachers, Land Trust and Beneficiary hereby agree that Teachers shall not, without Wells's prior written consent (which consent Wells may withhold in its sole and absolute discretion), accept any payment, and Land Trust and Beneficiary shall not, without Wells's prior written consent (which consent Wells may withhold in its sole and absolute discretion), make any payment on account of the Teachers Loan prior to the time such payment becomes due under the Teachers Loan Documents until such time as Wells has notified Teachers, in writing, that the Wells Obligations have been paid and satisfied in full; provided, however, that prepayments may be made and accepted with respect to portions of the Teachers Loan which are attributable to the Additional Teachers Collateral. Any such prohibited prepayments received by Teachers shall be received in trust for Wells and shall forthwith be remitted to Wells, in kind, properly endorsed to Wells.

5. Payments After Default Under Wells Loan. Teachers, Land Trust and Beneficiary hereby agree that from and after such time that Land Trust, Beneficiary and Teachers have been notified by Wells that a default has occurred under any Wells Loan Document and any applicable grace period has expired, Teachers shall not accept any payments from Land Trust and Beneficiary, and Land Trust and Beneficiary shall not make any payments to Teachers on account of the Teachers Loan, until the Wells Obligations have been paid to Wells in full and Teachers has been so notified by Wells in writing; provided, however, that payments may be made and accepted with respect to portions of the Teachers Loan which are attributable to the Additional Teachers Collateral. Any prohibited payments received by Teachers on account of the Teachers Loan after Wells has notified Teachers of the occurrence of such a default in the performance of the Wells Obligations shall be received by Teachers in trust for Wells and shall be forthwith remitted to Wells, in kind, properly endorsed to Wells.

6. Insurance Proceeds and Claims. Until such time as the Wells Obligations have been paid to Wells in full and the Wells Liens have been released by Wells, Teachers shall immediately endorse in favor of Wells any and all checks payable to Teachers

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which represent insurance proceeds paid for claims and/or any awards received by virtue of any condemnation or exercise of the right of eminent domain relating in any manner, whether directly or indirectly, to the Mortgaged Property in any way.

7. Distribution of Assets. In the event of any distribution of the assets or readjustment of the obligations and indebtedness of Land Trust and Beneficiary, whether by reason of liquidation, composition, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding involving the readjustment of all or any of the indebtedness hereby subordinated, or the application of the assets of Land Trust and Beneficiary to the payment or liquidation thereof, Land Trust, Beneficiary and Teachers hereby agree that Wells shall be entitled to receive payment in full of any and all of the Wells Obligations prior to the payment of all or any part of the Teachers Loan; provided, however, that the foregoing provisions of this paragraph 7 shall not be construed to give Wells any rights with respect to the Additional Teachers Collateral or any proceeds thereof or to diminish Teachers' secured position therein and priority rights thereto.

8. Status of Teachers Debt. Teachers hereby represents and warrants to and covenants with Wells that: (i) Teachers has not assigned, sold or otherwise transferred the Teachers Mortgage, the Teachers Liens or the Teachers Loan, or any interest therein, to any person, firm, association, corporation or party and that Teachers will make no such assignment, sale or transfer unless, prior thereto, the assignee, purchaser or other transferee agrees, in writing, to be bound and abide by the provisions of this Agreement, such agreement from the transferee to be in form and substance acceptable to Wells; (ii) as of the date hereof, the outstanding indebtedness evidenced by the Teachers Loan is \$ 4,396,888.17 (including all accrued and unpaid interest thereon); and (iii) there is currently no event of default under the Teachers Note, the Teachers Mortgage, the Teachers Assignment or any other Teachers Loan Document, nor does Teachers, Land Trust or Beneficiary have any claims, counterclaims, defenses or rights of set-off against the other in connection with the Teachers Loan and/or under the Teachers Loan Documents. Land Trust, Beneficiary and Teachers hereby represent and warrant to and covenant with Wells that all of the Teachers Loan Documents are unmodified and in full force and effect and Teachers, Land Trust and Beneficiary agree not to amend, modify, alter, change, extend and/or refinance the Teachers Note, the Teachers Mortgage or any of the other Teachers Loan Documents without the prior written consent of Wells (which consent shall be at the sole and absolute discretion of Wells).

Teachers hereby represents, warrants and agrees that it has received, reviewed and approved the Wells Loan Documents and the plans and specifications described in Exhibit B attached hereto, as provided for in paragraph 9(iii) of the Loan Agreement dated as of May 9, 1989, by and among Land Trust, Beneficiary and Teachers.

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9. Deed in Lieu of Foreclosure. If Wells agrees to accept a deed in lieu of foreclosure to the Mortgaged Property, same shall be subject to the Teachers Mortgage, the Teachers Assignment and the Teachers Option and the other Teachers Loan Documents which encumber the Mortgaged Property, in each case subject to the non-recourse or limited recourse provisions thereof.

10. Waiver. Except as otherwise expressly provided herein, Teachers hereby waives: (i) notice of acceptance by Wells of this Agreement; (ii) notice of the non-payment of all or any of the Wells Obligations; (iii) all diligence by Wells in collection or protection of or realization upon the Wells Loan Documents or the Wells Obligations; and (iv) any protest, defense, claim or objection to or in any way relating to any amendment, modification, renewal or extension of the terms and provisions of the Wells Obligations or any of the Wells Loan Documents, including, without limitation, any increase in or extension of time for the payment of the Wells Obligations. Notwithstanding the foregoing provisions of this paragraph 10, Teachers shall be entitled to notice from Wells of any default under any of the Wells Loan Documents which shall continue beyond any applicable grace period, and Teachers shall have an additional five days in the case of monetary defaults, and 20 days in the case of non-monetary defaults, after such notice to cure any such default, and Wells shall not file any action to foreclose the Wells Mortgage until the expiration of such additional grace period.

11. Waiver of Rights of Subrogation. Until such time as the Wells Obligations are paid in full, Teachers agrees not to exercise any right of subrogation that it may have or obtain pursuant to the exercise of any right or remedy in connection with the Teachers Mortgage or the Teachers Liens, including, without limitation, its rights or remedies, if any, to cure defaults of Land Trust and Beneficiary or pay claims or satisfy liens which Land Trust and Beneficiary are otherwise required to pay or satisfy.

12. Commencement of Bankruptcy Proceedings. Teachers agrees not to commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Land Trust and/or Beneficiary without first obtaining Wells's prior written consent.

13. Action Taken by Wells. Wells, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion, may take any or all of the following actions: (i) retain or obtain a security interest in the Mortgaged Property or any other property, other than the Additional Teachers Collateral, to secure any of the obligations or liabilities created by or associated with the Wells Obligations and/or the Wells Loan Documents; (ii) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the obligations or liabilities created by or associated with the Wells Obligations; and (iii) subject to the limitations provided for herein, amend, extend, renew (for one or more periods), refinance, release, compromise, alter, increase or exchange any obligations of any nature of any obligor with respect to the Wells Loan, the Wells

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Obligations or the Mortgaged Property. Wells shall give notice to Teachers of any of the foregoing action taken by Wells, but the failure of Wells to give such notice shall not affect the validity of the action so taken by Wells.

14. Assignment. Wells, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion and without notice to Teachers, Land Trust or Beneficiary, may assign or transfer any or all of the Wells Obligations or any interest therein and/or any or all of the Wells Loan Documents or any interest therein, any such assignment to be subject to the terms and conditions of this Agreement, and notwithstanding any such assignment or transfer or subsequent assignment or transfer thereof, the Wells Obligations and all of the Wells Loan Documents shall be and remain the Wells Obligations and the respective Wells Loan Documents for the purposes of and to the extent provided under this Agreement. Nothing contained in this Agreement shall be construed to prohibit Teachers from transferring or assigning any or all of the Teachers Obligations or any interest therein and/or any or all of the Teachers Loan Documents or any interest therein, any such assignment to be subject to the terms and conditions of this Agreement.

15. Release of Parcel 3. If, under the terms of the Wells Loan Documents, Parcel 2 described in Exhibit A attached hereto is released from the Wells Liens, Wells shall also release Parcel 3 described in Exhibit A attached hereto from the Wells Liens.

16. Notices. Land Trust, Beneficiary and Teachers shall each send to Wells a copy of all notices sent or received from the other in respect of the Teachers Loan. Wells shall send to Teachers a copy of all notices sent by Wells in respect of the Wells Loan. All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering the same in person to the intended addressee, or by prepaid telegram, telex or messenger or courier service. Notice so mailed shall be effective upon its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be:

Teachers: Teachers' Retirement System of the
State of Illinois
c/o Bennett & Kahnweiler Realty Advisors, Inc.
9700 West Bryn Mawr
Rosemont, Illinois 60018

With a Copy to: Arthur Muir, Esq.
Katten Muchin & Zavis
525 West Monroe Street
Chicago, Illinois 60606

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Wells: Wells Fargo Realty Advisors Funding,
Incorporated
Suite 1100
55 West Monroe Street
Chicago, Illinois 60603

Attention: Teachers Loan Officer

With a Copy to: Wells Fargo Realty Advisors Funding,
Incorporated
P.O. Box 30015, Terminal Annex
Los Angeles, California 90030

Attention: Manager, Loan Administration
Department

Land Trust: American National Bank and Trust Company
of Chicago Trust No. 106169-02
33 North LaSalle Street
Chicago, Illinois 60690

Attention: Land Trust Department

Beneficiary: Kingston Court Limited Partnership
c/o Hiffman Shaffer Anderson, Inc.
118 S. Clinton Street
Suite 700
Chicago, Illinois 60606

Attention: John E. Shaffer

With a copy to: Bruce D. Loring, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Chicago, Illinois 60601

provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of ten (10) days' notice to the other party in the manner set forth hereinabove.

17. Execution of Additional Documents. Teachers, Land Trust and Beneficiary agree to execute such further documents and instruments and take such further actions as Wells may reasonably request from time to time to carry out the intent of this Agreement, including, but not limited to, executing and delivering such documents as Wells may reasonably require upon any amendment, modification, renewal or extension of the Wells Note, the Wells Mortgage, the Wells Assignment or any other Wells Loan Document which is permitted hereunder; provided, however, that the failure or refusal of Teachers, Land Trust and Beneficiary to execute any such document shall not in any manner render any of the provisions of this Agreement ineffective.

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18. Governing Law; Severability; Captions. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The captions herein are for purposes of convenience only.

19. Binding Effect. This Agreement shall be binding upon Teachers, Land Trust and Beneficiary, and their respective legal representations, successors and assigns, including any owner or holder of the Teachers Mortgage, the Teachers Liens and the Teachers Loan, and shall inure to the benefit of Wells and its successors, assigns and legal representatives, including any subsequent owners or holders of the Wells Obligations and any of the Wells Loan Documents.

20. Limited Recourse Against Wells. If Wells Fargo Mortgage and Equity Trust (the "Trust") obtains any interest, either beneficial or legal, in, under or to this Agreement, the following provisions of this paragraph shall apply: The Trust is a Massachusetts business trust existing pursuant to its Second Amended and Restated Declaration of Trust (the "Declaration"), dated December 13, 1977. Copies of the Declaration are on file at the principal office of Lender and a copy has been recorded with the office of the Register of Deeds for Suffolk County, Boston, Massachusetts. The Declaration provides in part, and Teachers, Land Trust and Beneficiary agree, that neither the shareholders, nor the trustees, nor officers, employees or agents of the Trust shall be liable under any written instrument creating an obligation of the Trust, and that all persons shall look solely to the trust estate for the payment of any claim thereunder or for the performance thereof. Accordingly, Teachers, Land Trust and Beneficiary agree to look solely to the trust estate of the Trust for redress in the event of any suit at law or claim against it based upon growing out of or arising from this instrument, and in no event shall any of the officers or Trustees of the Trust whether or not parties to this instrument, or any shareholder of the Trust, have any personal responsibility or obligation hereunder, Teachers, Land Trust and Beneficiary hereby expressly agreeing that any such suit or claim will, if directed against such shareholders, officers, and/or Trustees, be directed against them solely in their representative capacities.

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21. Execution by Land Trust. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Land Trust, while in form purporting to be the representations, covenants, undertakings and agreements of Land Trust are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by

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American National Bank and Trust Company of Chicago in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against American National Bank and Trust Company of Chicago on account of this Agreement or on account of any representation, covenant, undertaking or agreement in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor or of any person under or by virtue of any guarantee or any of the other Teachers Loan Documents or Wells Loan Documents. American National Bank and Trust Company of Chicago by its execution hereof on behalf of Land Trust represents and warrants that it possesses full power and authority to execute this Agreement

IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS, a retirement system established pursuant to the laws of the State of Illinois

By Bennett & Kahnweiler Realty Advisors, Inc.,
as agent under power of attorney

By *[Signature]*
Title: *President*

WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED

By WELLS FARGO REALTY ADVISORS, INC.,
Agent

By *[Signature]*
Title: *Vice President*

By *[Signature]*
Title: *Assistant Secretary*

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, solely as Trustee as aforesaid and not personally

By *[Signature]*
Title: TRUST OFFICER

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KINGSTON COURT LIMITED PARTNERSHIP

By Dennis J. Hillman, General Partner

By John E. Shaffer, General Partner

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me
this 1ST day of August, 1989, by Dennis J. Hiffman, general partner
on behalf of Kingston Court Limited Partnership, an Illinois limited
partnership.



Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me
this 1ST day of August, 1989, by John E. Shaffer, general partner on
behalf of Kingston Court Limited Partnership, an Illinois limited
partnership.



Notary Public

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description of Mortgaged Property

PARCEL 1

Lot 4 in Kensington Center Resubdivision Twenty Five in Part of the North Half of Section 35, Township 42 North, Range 11 East of the Third Principal Meridian according to the Plat filed for record February 1, 1989, in the Office of the Registrar of Titles as Document No. LR3770802, all in Cook County, Illinois.

PARCEL 2

Lot 6 in Kensington Center Resubdivision Twenty Five in Part of the North Half of Section 35, Township 42 North, Range 11 East of the Third Principal Meridian according to the Plat filed for record February 1, 1989, in the Office of the Registrar of Titles as Document No. LR3770802, all in Cook County, Illinois.

PARCEL 3

The North 18 feet, as measured perpendicular to the North line thereof, of Lot 5 in Kensington Center Resubdivision Twenty Five in Part of the North Half of Section 35, Township 42 North, Range 11 East of the Third Principal Meridian according to the Plat filed for record February 1, 1989, in the Office of the Registrar of Titles as Document No. LR3770802, all in Cook County, Illinois.

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EXHIBIT B

Plans and Specifications

Plans and Specifications for Speculative Building No. 2, Kensington Center Lot No. 4, 411 Kensington Court, Mt. Prospect, Illinois, prepared by Opus North Corporation, consisting of sheets numbered and dated as follows:

<u>Sheet No.</u>	<u>Date</u>	<u>Latest Revision Date</u>
A-1	1-3-89	5-15-89
A-2	1-3-89	5-15-89
A-3	1-3-89	5-15-89
A-4	1-3-89	5-15-89
A-5	1-3-89	5-15-89
S-1	12-30-88	2-8-89
S-2	12-30-88	2-8-89
S-3	1-20-89	2-8-89
S-4	12-30-88	2-8-89
S-5	12-30-88	2-8-89
S-6	1-20-89	2-8-89
ED-1	12-20-88	None
ED-2	12-20-88	None
1	10-19-88	2-8-89
2	10-19-88	12-30-88
3	10-19-88	2-8-89
4	10-19-88	2-8-89
5	10-19-88	2-8-89
6	10-19-88	2-8-89
Landscape	12-1-88	2-8-89

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Property of Cook County Clerk's Office

Plans and Specifications for Speculative Building #1, Kensington Center Lot 6, Mt. Prospect, Illinois, 451 Kingston Court, prepared by Opus North Corporation, consisting of sheets numbered and dated as follows:

Sheet No.	Date	Latest Revision Date
A-1	1-31-89	6-15-89
A-2	1-31-89	6-15-89
A-3	1-31-89	6-15-89
A-4	1-31-89	6-15-89
A-5	1-31-89	6-15-89
A-6	1-31-89	6-15-89
S-1	1-19-89	2-8-89
S-2	1-19-89	2-8-89
S-3	2-6-89	2-8-89
S-4	1-19-89	2-8-89
S-5	2-8-89	None
S-6	2-6-89	2-8-89
ED-1	1-3-89	None
ED-2	1-5-89	None
1	1-16-88	3-7-89
2	1-16-88	3-7-89
3	1-16-88	3-7-89
4	1-16-88	3-7-89
5	1-16-88	3-7-89
6	1-16-88	3-7-89
Landscapes	1-30-89	None

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M/DUPLICATE

LOT 4, PART 5

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1988 AUG -2 PM 12: 18

CAROL MOGELLY BRAUN
REGISTRAR OF TITLES

3814275

RECORDING DEPARTMENT

COOK COUNTY RECORDER
COMMUNICATIONS SECTION
10-1096

DELIVER TO

3814275

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TICOR

AMERICAN TITLE INSURANCE
69 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
BOX

3814275

282

-89-354974

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