90570621

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made as of the 31st day of October, 1990 by and between Junior Lender (described below) and Senior Lender (described below).

• • • • • • • • • •

DEPT-01 RECORDING $25.50
T#1111 TRAN 1274 11/21/90 16:36:00
#1511 # A *-90-570621
COOK COUNTY RECORDER

Identification of Parties and Instruments:

Junior Lender—Name and Address: Devon Bank
6445 N. Western Avenue
Chicago, Illinois 60645

Senior Lender—Name and Address: Capitol Bankers Life Insurance Company
120 Adelaide Street West
Suite 1120
Toronto, Ontario Canada M5H 1V1

Borrower—Name and Address: LaSalle National Trust, N.A. *
135 South LaSalle Street
Chicago, Illinois

* , successor trustee to LaSalle National Bank as Trustee under Trust Agreement dated September 21, 1987 and known as Trust No. 112671

Junior Note: Amount: $940,000.00
Dated: October 25, 1990

Junior Mortgage—Date and Recording Information: Dated: October 25, 1990
Recorded: October, 1990
as Document No.

Senior Note: Amount: $1,025,000.00
Date: January 18, 1989

Senior Mortgage—Date and Recording Information: Dated: January 18, 1989
Recorded: January 31, 1989
as Document No. 89049224
Filed: January 31, 1989
as Document No. LR3770668

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:
Mark S. Richmond
Katz Randall & Weinberg
200 N. LaSalle Street, Suite 2300
Chicago, Illinois 60601
KR&W File No. 4568.004

COMMON ADDRESS OF PROPERTY:
1010 Greenbay Road
Winnetka, Illinois

Real Estate Tax Index Number:
05-17-108-027
05-17-108-028
05-17-108-029
05-17-107-042
05-17-107-054

(R&W 7/1/89)

90570621

72-81-203

25.00 MAIL

RECITALS:

A. Borrower has executed and delivered the Junior Note made payable to the order of the Junior Lender. The Junior Note is secured by: (1) the Junior Mortgage, made by Borrower in favor of Junior Lender and encumbering the real estate legally described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and (2) certain other documents and instruments, if any, listed in Exhibit B attached hereto and by this reference made a part hereof (the "Other Junior Documents"); (the Junior Note, Junior Mortgage and the Other Junior Documents are collectively referred to as the "Junior Loan Documents").

B. Borrower has executed and delivered the Senior Note made payable to the order of Senior Lender. The Senior Note is secured by: (1) the Senior Mortgage encumbering the Property; and (2) certain other documents and instruments, if any, listed in Exhibit C attached hereto and by this reference made a part hereof (the "Other Senior Documents"); (the Senior Note, Senior Mortgage and the Other Senior Documents are collectively referred to as the "Senior Loan Documents").

C. Without the execution and delivery of this Agreement, the execution, delivering and recording of the Junior Loan Documents constitutes a default under the Senior Loan Documents, and Senior Lender will consent to the execution, delivering and recording of the Junior Loan Documents only upon execution and delivery of this Agreement by Junior Lender.

NOW, THEREFORE, to induce Senior Lender to consent to the execution, delivering and recording of the Junior Loan Documents and for the payment of TEN DOLLARS and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Junior Lender and Senior Lender hereby agree that until the obligations evidenced and secured by the Senior Loan Documents have been paid and satisfied in full:

1. Subordination of Lien of Junior Loan Documents. The Junior Mortgage and Junior Loan Documents and the lien thereof are and shall continue to be expressly subject and subordinate to any and all advances, in whatever amount and whenever made, with interest thereon, and to any and all expenses, charges and fees incurred by the Senior Lender pursuant to the terms of the Senior Loan Documents, including but without limitation any and all such advances, interest, expenses, charges and fees which may increase the indebtedness secured by the Senior Loan Documents above the original principal amount thereof, provided the same is advanced or incurred under any of the express provisions of the Senior Loan Documents or any extension, consolidation, modification or supplement thereto. The modifications, consolidations, and supplements herein referred to shall not be deemed to include any modification, consolidation or supplement which expands the rights of the holder of the Senior Loan Documents to advance additional indebtedness beyond those rights provided in the Senior Loan Documents.

2. Insurance Proceeds and Claims. Junior Lender shall have no right to participate in the adjustment or settlement of insurance losses or condemnation claims, provided, however, Senior Lender shall endeavor (but shall not be obligated) to give notice to Junior Lender of the occurrence of any casualty and/or condemnation and the settlement thereof. The Junior Lender hereby agrees, upon the request and at the direction of Senior Lender, to endorse in favor of Senior Lender any and all checks payable to the Junior Lender which represent insurance and condemnation proceeds paid for claims relating to the Property in any way. The Junior Lender hereby appoints Senior Lender as its attorney-in-fact, in its place and stead, to settle all insurance and/or condemnation claims relating to the Property and to receive all payments and endorse all checks with regard thereto to the full extent of all amounts secured by the Senior Loan Documents. Furthermore, Senior Lender shall remit to Junior Lender any portion of the insurance proceeds and/or condemnation awards remaining after payment in full of the indebtedness secured by the Senior Loan Documents, as provided in the Senior Mortgage.

3. Amendment and Modification. Junior Lender shall not materially amend or materially modify or consent to the material amendment or material modification of any of the Junior Loan Documents without the prior written approval of Senior Lender. For the purposes of this Section 3 and other provisions of this Agreement, "material" shall mean any change in the rate of interest, amount of payments, term of or principal amount of the Junior Note.

4. Waiver of Notices, Defenses, Etc. The Junior Lender hereby waives: (i) notice of the non-payment of all or any of the amounts due under the Senior Loan Documents (the "Senior Payments"); and (ii) all diligence by Senior Lender in collection or protection of or realization upon the Senior Loan Documents; and (iii) 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 any of the Senior Loan Documents, including, without limitation, any increase in or extension of time for the Senior Payments evidenced or secured thereby.

5. Commencement of Bankruptcy Proceedings. The Junior Lender agrees not to commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to Borrower (or Borrower's beneficiary or any party comprising Borrower or its beneficiary), without first obtaining Senior Lender's prior written consent, provided, however, the foregoing shall not prohibit Junior Lender from participating in any proceeding commenced by Borrower, Senior Lender or other unrelated third party.

6. Commencement of Collateral Proceedings. The Junior Lender agrees not to commence, or join with any other creditor in commencing, any actions affecting any Management Agreement, Personal Property Lease, Conditional Sales Agreement, Executory Contract or Lease of the Property (collectively the "Leases"), or take any action to subordinate any such Lease to the Junior Loan Documents, or any of them, until such time as the Senior Payments have been paid and satisfied in full, provided however, Junior Lender may take action not otherwise precluded hereby to enforce its rights under any junior collateral assignment of leases or other Junior Loan Document, so long as such action does not have the effect of terminating any such Lease.

7. Action Taken by Senior Lender. Senior Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion and without notice to the Junior Lender, take any or all of the following actions: (i) retain or obtain a security interest in the Property or any other property to secure any of the obligations or liabilities created by or associated with the Senior 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 Senior Loan Documents; and (iii) extend or renew (for one or more periods) or release, compromise, alter or exchange any obligations of a "material" nature of any obligor with respect to any such property.

8. Remedies Upon Default. Junior Lender hereby covenants and agrees that upon the occurrence of a default under the Senior Loan Documents, Senior Lender may, at its sole discretion, without notice to Junior Lender: (i) with or without releasing and extinguishing the Senior Mortgage or the liens or security interests created by the Senior Loan Documents, cause title in and to all or any portion of the Property (or any interest of any kind therein, including, without limitation, a beneficial interest in a land trust) to be transferred, assigned or conveyed to a nominee for Senior Lender, subject to the lien of the Junior Loan Documents; and/or (ii) take possession of the Property and take all actions necessary to operate and maintain the Property, including, without limitation, the right to complete construction of the improvements located on the Property and the right to lease or sell all or any portion of the Property or any interest in the Property, without Senior Lender's having any obligation to commence a foreclosure proceeding or have a receiver appointed. The Junior Lender hereby waives the right to assert any and all claims and defenses against Senior Lender relating to or arising from any action taken by Lender pursuant to the preceding sentence, including, without limitation, the right to assert that the Senior Mortgage was merged into any deed or instrument of conveyance to a nominee for Senior Lender.

9. Assignment by Senior Lender. Senior Lender may, from time to time, whether before or after any discontinuance of this Agreement, at its discretion and without notice to the Junior Lender, assign or transfer any or all of the Senior Payments or any interest therein and/or any or all of the Senior Loan Documents, or any interest therein, and notwithstanding any such assignment or transfer or subsequent assignment or transfer thereof, the Senior Payments and Senior Loan Documents shall be and remain Senior Payments and Senior Loan Documents for the purposes of this Agreement.

10. **Notice to Senior Lender and Right to Cure.** The Junior Lender shall not, without giving Senior Lender fifteen (15) days' prior written notice in the event of a monetary default and thirty (30) days' prior written notice in the event of a non-monetary default and an opportunity to cure (within the aforementioned periods) the default of Borrower specified in such notice, take any action of any kind (including, without limitation, the initiation of any proceeding seeking or contemplating foreclosure or the appointment of a receiver or a trustee in bankruptcy) to enforce any right or remedy against Borrower. Provided, however, nothing contained in this Paragraph 10 shall be construed as obligating Senior Lender to cure a default of any nature.

11. **Notice to Junior Lender and Right to Cure.** The Senior Lender shall not, without giving Junior Lender fifteen (15) days' prior written notice in the event of a monetary default and thirty (30) days' prior written notice in the event of a nonmonetary default and an opportunity to cure (within the aforementioned periods) the default of Borrower specified in such notice, take any action of any kind (including, without limitation, the initiation of any proceeding seeking or contemplating foreclosure or the appointment of a receiver or a trustee in bankruptcy) to enforce any right or remedy against Borrower. Provided, however, nothing contained in this Paragraph 11 shall be construed as obligating Junior Lender to cure a default of any nature.

12. **Notices.** Any notices which may be given hereunder shall be in writing and deemed given when personally delivered and receipted for, three days after being deposited in the United States certified or registered mail, postage prepaid, return receipt requested, or upon the next business day after timely and proper deposit, charges paid, with any overnight carrier with respect to next day service, properly addressed to the respective address set forth on the first page of this Agreement, with copies to the following parties:

If to Senior Lender:

Capitol Bankers Life Insurance Company
c/o Elliott & Page
120 Adelaide Street West, Suite 1120
Toronto, Ontario Canada M5H 1V1

If to Borrower:

Land Trust Department
LaSalle National Trust, N.A.
135 South LaSalle Street
Chicago, Illinois

If to Junior Lender:

Devon Bank
6445 N. Western Avenue
Chicago, Illinois 60645

13. Waiver of Right of Subrogation. If the Junior Lender desires to advance funds respecting the Property for any purpose expressly permitted under the Junior Loan Documents, Junior Lender shall notify Senior Lender pursuant to Paragraph 12 hereof of the amount of any proposed advance and the purpose of which the advance is being made. If, within fifteen (15) days after receipt by the Senior Lender of the aforesaid notice, the Senior Lender notifies the Junior Lender that such proposed advance should not be made, then if the Junior Lender makes said advance, Junior Lender shall have no right or claim of subrogation respecting the funds so advanced thereby. If the Senior Lender (a) consents to the advance, or (b) fails to respond within said fifteen (15) day period, the Junior Lender shall be subrogated to the rights of Senior Lender with respect to the funds so advanced thereby.

14. Governing Law, Etc. This Agreement shall be construed in accordance with and governed by the laws of the state in which the Property is located. 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.

15. Binding Effect. This Agreement shall be binding upon Junior Lender and Senior Lender and their respective heirs, legatees, legal representatives, successors and assigns, including any owner or holder of any of the Junior Loan Documents or Senior Loan Documents, and shall inure to the benefit of Senior Lender, its successors and assigns, including any subsequent owner or holder of any of the Senior Loan Documents.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by Junior Lender and Senior Lender as of the day and year first above written.

JUNIOR LENDER:

Devon Bank

ATTEST:

By: _____

Name: DAVID J FARON

Title: Sr. VP.

By: _____

Name: Jane I. Kulibaba

Title: Vice President

SENIOR LENDER:

Capitol Bankers Life Insurance Company

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

13. Waiver of Right of Subrogation. If the Junior Lender desires to advance funds respecting the Property for any purpose expressly permitted under the Junior Loan Documents, Junior Lender shall notify Senior Lender pursuant to Paragraph 12 hereof of the amount of any proposed advance and the purpose of which the advance is being made. If, within fifteen (15) days after receipt by the Senior Lender of the aforesaid notice, the Senior Lender notifies the Junior Lender that such proposed advance should not be made, then if the Junior Lender makes said advance, Junior Lender shall have no right or claim of subrogation respecting the funds so advanced thereby. If the Senior Lender (a) consents to the advance, or (b) fails to respond within said fifteen (15) day period, the Junior Lender shall be subrogated to the rights of Senior Lender with respect to the funds so advanced thereby.

14. Governing Law, Etc. This Agreement shall be construed in accordance with and governed by the laws of the state in which the Property is located. 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.

15. Binding Effect. This Agreement shall be binding upon Junior Lender and Senior Lender and their respective heirs, legatees, legal representatives, successors and assigns, including any owner or holder of any of the Junior Loan Documents or Senior Loan Documents, and shall inure to the benefit of Senior Lender, its successors and assigns, including any subsequent owner or holder of any of the Senior Loan Documents.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by Junior Lender and Senior Lender as of the day and year first above written.

JUNIOR LENDER:

Devon Bank,

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SENIOR LENDER:

Capitol Bankers Life Insurance Company

ATTEST:

By: _____

Name: L. John Katzel

Title: Secretary

By: _____

Name: Frederic Broers

Title: Senior Vice President

BORROWER'S ACKNOWLEDGMENT

The undersigned acknowledges receipt of a copy of the foregoing Subordination Agreement, and agrees to be bound by the terms and provisions thereof, to mark its books and records so as to clearly indicate that the Junior Loan Documents are subordinated to the Senior Loan Documents in accordance with the terms of such Subordination Agreement, to make no payments or distributions contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions. In the event of any violation of any of the terms and provisions of the foregoing Subordination Agreement by reason of any act or omission within the direct or indirect control of Borrower, then, at the election of Senior Lender, any and all obligations of the undersigned to Senior Lender shall forthwith become due and payable and any and all agreements of Senior Lender to make loans to the undersigned shall forthwith terminate.

Dated: October 31, 1990

BORROWER:
LaSalle National Trust, N.A. as successor trustee to LaSalle National Bank as Trustee under Trust Agreement dated September 21, 1987 and known as Trust No. 112671

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Rosiane Bok
Title: _____

This instrument is executed by LaSALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, and not as [illegible] and authority conferred upon and vested in said Trustee [illegible] to be performed terms, provisions, [illegible] as Trustee, as by LaSALLE NATIONAL [illegible] aforesaid, and not [illegible] made on information and belief [illegible] and no personal liability shall [illegible] against LaSALLE NATIONAL TRUST, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

STATE OF ILLINOIS
COUNTY OF Cook } ss.

9 0 5 7 0 6 2 1

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jane J. Kulibaba and David J. Faron, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as Vice President and Senior Vice President of Devon Bank, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary act and as the free and voluntary act of Devon Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of November, 19 90

"OFFICIAL SEAL"
Julie Paavola
Notary Public, State of Illinois
My Commission Expires 3/31/91

Julie Paavola
Notary Public

My Commission Expires:

STATE OF
COUNTY OF } ss.

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as _____ and _____ of Capitol Bankers Life Insurance Company, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary act and as the free and voluntary act of _____ for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of October, 19 90

_____
Notary Public

My Commission Expires:

STATE OF ILLINOIS
COUNTY OF } ss.

90570621

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as _____ and _____ of Devon Bank, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary act and as the free and voluntary act of _____ for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19 ____.

_____
Notary Public

My Commission Expires:

_____

STATE OF Wisconsin
COUNTY OF Milwaukee } ss.

I, Karisue Yanke, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Frederic Broers and L. John Katzel, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as Senior Vice President and Secretary of Capitol Bankers Life Insurance Company, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary act and as the free and voluntary act of Capitol Bankers Life Ins. Co. for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of ~~October~~ November, 19 90.

Karisue Yanke
Notary Public

My Commission Expires:

4/14/91

90570621

STATE OF Illinois
COUNTY OF Cook } ss.:

9 0 5 7 0 6 2 1

I, Evelyn F. Moore, a Notary Public in and for said County in the State aforesaid, do hereby certify that Corinne Bek Assistant Vice President of LaSalle National Trust, N.A. a National Banking Association, and William H. Dillon,

Assistant Secretary, of said LaSalle National Trust, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said LaSalle National Trust, N.A. as successor trustee to LaSalle National Bank, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said ASSISTANT SECRETARY, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said LaSalle National Trust, N.A. as successor trustee to LaSalle National Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of ~~October~~ November, 1990.

Evelyn F. Moore
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Evelyn F. Moore
Notary Public, State of Illinois
My Commission Expires Aug. 9, 1993

90570621

9 0 5 7 0 6 2 1

Subordination Agreement

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 12, 13 AND 14 IN BLOCK 33 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION OF SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE FOLLOWING DESCRIBED LINE, BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOTS 12, 13 AND 14 AND BEING THE NORTHEASTERLY LINE OF LINDEN AVENUE, 90.0 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 12, THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID LOTS 12, 13 AND 14, 104.30 FEET MORE OR LESS TO A POINT BEING 84.24 FEET MORE OR LESS, SOUTH OF THE NORTH EAST CORNER OF SAID LOT 12 ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 2 IN BLOCK 10 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A

LEGAL DESCRIPTION

Torrens Rem. of Lot 13 described as follows

~~Lot 14 and~~ that part of Lot 13, in Block 33, in Chicago North Shore Land Company's Subdivision in Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of said Lot 13; thence Southeasterly along the Southwesterly line of said Lot, 40 feet to the point of beginning; thence Northeasterly along a line forming an angle of 90 degrees, with the prolongation of the last described line, 104.30 feet to the Westerly line of Green Bay Road at a point 34.24 feet Southerly of the Northeast corner of said Lot 13; thence Southerly along the Westerly line of Green Bay Road, said line forming an angle of 57 degrees, 19 minutes, 23 seconds with the last described line, 11.88 feet to the Southeast corner of said Lot 13; thence Southwesterly along the Southerly line of said Lot, said line forming an angle of 57 degrees, 19 minutes, 23 seconds, with the prolongation of the last described line, 97.89 feet to the Southwest corner of said Lot 13; thence Northwesterly along the Westerly line of said Lot, 10 feet to the point of beginning, all in Cook County, Illinois.

~~PARCEL 2:~~

~~LOT 2 IN BLOCK 10 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

EXHIBIT B

OTHER JUNIOR DOCUMENTS

1. Assignment of Rents and Leases dated October 25, 1990 made by Borrower, as assignor to Junior Lender as assignee recorded with the Cook County Recorder's Office on October 31, 1990 as Document No. _____ and filed with the Office of the Registrar of Titles as Document No. LR_____.

2. Construction Loan Agreement dated October __, 1990 made by and between Borrower, LaSalle National Trust, N.A. as Trustee under Trust Agreement dated October 9, 1990 and known as Trust No. 115914, Raymond Chou ("Chou") and The Winnetka Landmark Building Partnership, an Illinois limited partnership (the "Partnership") and Junior Lender.

3. Guarantee dated October 25, 1990 made by the Partnership in favor of Junior Lender.

EXHIBIT C

OTHER SENIOR DOCUMENTS

1. Assignment of Rents and Lessor's Interest in Leases dated January 18, 1989 from Borrower and the Partnership as assignor to Senior Lender as assignee, recorded with the Cook County Recorder's Office on January 31, 1989 as Document No. 8904922 and filed with the Office of the Registrar of Titles on January 31, 1989 as Document No. LR3770669.

2. Security Agreement dated January 15, 1989 made by and between Senior Lender and the Partnership.

3. UCC-1 Financing Statement made by Borrower as Debtor to Senior Lender as Secured Party filed with the Secretary of State as Document No. 2530663.

4. UCC-1 Financing Statement made by the Partnership as Debtor to Senior Lender as Secured Party filed with the Secretary of State as Document No. 2530662.

5. UCC-2 Financing Statement made by Borrower as Debtor to Senior Lender as Secured Party filed with the Office of the Registrar of Titles as Document No. 3770670.

6. UCC-2 Financing Statement made by the Partnership as Debtor to Senior Lender as Secured Party recorded with the Cook County Recorder's Office as Document No. 89U02660.

7. Collateral Assignment of Beneficial Interest dated January 18, 1989 made by the Partnership in favor of Senior Lender.

8. Waiver of Defense and Estoppel Certificate dated January 18, 1989 made by Borrower and the Partnership for the benefit of Senior Lender.

9. Usury Certificate dated January 18, 1989 made by the Partnership for the benefit of Senior Lender.