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COOK COUNTY RECORDER

SUBORDINATION AGREEMENT

421

THIS SUBORDINATION AGREEMENT is dated as of the 7th day of November, 1996, by 550 MORTGAGE NOTE PARTNERSHIP, an Illinois general partnership ("Junior Lender"), to and for the benefit of BANK ONE, CHICAGO, NA, a national banking association ("Lender").

RECITALS

A. Lender has agreed to make a loan (the "Loan") to LaSalle National Trust, N.A., not personally, but solely as Trustee under Trust Agreement dated August 20, 1985 and known as Trust No. 109743 ("Trust") and 550 Jackson Associates, an Illinois limited partnership ("Beneficiary"), being the sole beneficiary of the Trust (the Trust and Beneficiary are hereinafter referred to jointly, "Borrower") in an amount not to exceed \$3,300,000 pursuant to and in accordance with the terms and provisions of a certain loan agreement ("Loan Agreement") of even date herewith by and between Borrower and Lender. The Loan is evidenced by a certain Mortgage Note (the "Senior Note") of even date herewith made by Borrower, and payable to

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This instrument was prepared by
and, after recording, return to:

Schwartz, Cooper, Greenberger &
Krauss, Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: René Ghadimi, Esq.

Permanent Real Estate Tax
Index Nos.:
17-16-113-002
17-16-113-003
17-16-113-009

Common Address:
550 West Jackson Blvd.
Chicago, Illinois 60606

BOX 333-CTI

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the order of Lender in the original principal amount of \$3,300,000. The Senior Note is secured by a Mortgage (the "Senior Mortgage") of even date herewith made by the Trust in favor of Lender and recorded in the Office of Recorder of Deeds of Cook County on Nov. 13, 1996 as Document No. **96866018** granting a first lien on certain real estate (the "Property") located in Cook County, Illinois and legally described in Exhibit A hereto. As additional security for repayment of the Senior Note, the Trust and Beneficiary have executed and delivered to Lender, among other things, an Assignment of Rents and Leases, a Security Agreement and a Collateral Assignment of Beneficial Interest in Land Trust. The Senior Liabilities (as hereinafter defined) are guaranteed by Junior Lender pursuant to the terms and provisions of that certain guaranty of even date herewith (the "Guaranty"). (The Senior Note, the Loan Agreement, the Senior Mortgage, the Guaranty and all other documents evidencing the Loan, securing repayment of the Senior Note or otherwise executed to induce Lender to make the Loan are hereinafter collectively referred to as the "Senior Loan Documents").

B. Certain indebtedness owing by Borrower to Junior Lender (the "Junior Liabilities") is evidenced by a Promissory Note in the original principal amount of \$5,100,000 dated October 22, 1985 made by the Trust and payable to the order of Gilldorn Savings Association, F.A. ("Gilldorn"), a now defunct federally chartered savings and loan association, subsequently known as Enterprise Savings Bank. Said note was modified pursuant to a certain Modification Agreement dated November 1, 1986 and recorded on January 20, 1987 as Document No. 87034318 in the office of the Recorder of Deeds of Cook County (the "Recorder") and then again modified by that certain Modification Agreement dated November 1, 1988 and recorded on July 13, 1990 with the Recorder as Document No. 90343596 (said note, as so modified, is hereinafter referred to as the "Junior Note"). The Junior Liabilities are secured, in part, by a Mortgage dated October 22, 1985 (the "Junior Mortgage"), made by the Trust in favor of Gilldorn and recorded in the Office of Recorder of Deeds of Cook County on October 24, 1985 as Document No. 85251053 and encumbering the Property and by other documents securing the Junior Liabilities, as described in Exhibit B hereto (the Junior Note, the Junior Mortgage and all such other documents, as amended or modified and as may exist from time to time, are hereinafter collectively referred to as the "Junior Loan Documents"). Junior Lender acquired its interest in the Junior Note and the other Junior Loan Documents by way of certain mesne assignments culminating in the assignment of the Junior Loan Documents by National Heritage Life Insurance Company, In Liquidation, a Delaware corporation to Junior Lender concurrently herewith.

C. As a condition precedent to Lender's making of the Loan, Lender requires (i) that the lien and security interests created by the Senior Mortgage and the other Senior Loan Documents be paramount and prior to the lien and security interests on the Property created by the Junior Mortgage and the other Junior Loan Documents, (ii) that this Agreement be executed and delivered to Lender, and (iii) that the Junior Note, Junior Mortgage and other Junior Loan Documents be collaterally assigned to Lender pursuant to that certain Assignment of Real Estate Mortgage, the Mortgage Note and the other Loan Documents of even date herewith.

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NOW, THEREFORE, to induce Lender to make the Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Incorporation of Recitals.** The Recitals of this Agreement are incorporated herein and made a part hereof by this reference thereto.

2. **Subordination of Instruments; Subordination of Debt.** The lien and security interests in the Property created by the Junior Mortgage and the other Junior Loan Documents and all payments due to Junior Lender under the Junior Loan Documents shall and are hereby made subject and subordinate to the lien and security interests created by each and every one of the Senior Note, the Senior Mortgage, the Senior Loan Documents, as the same may be modified or amended, to the full extent of the Senior Liabilities (as herein defined) and to all payments due under the Senior Loan Documents. The term "Senior Liabilities" shall mean the original principal amount of the Senior Note, plus all amounts which may be evidenced by any amendment or modification of the Senior Note, plus any and all amounts advanced pursuant to the terms of the Loan Agreement or the Senior Mortgage, or otherwise advanced under the provisions of the Senior Loan Documents to preserve the Property, to protect Lender's interests therein or as otherwise permitted herein. Junior Lender represents and warrants to Lender that Junior Lender has been granted no lien or security interests in the Property other than the liens and security interests that have been granted pursuant to the Junior Loan Documents. Junior Lender further agrees that he shall not accept any payments from or on behalf of Borrower: (i) prior to the scheduled payment dates set forth in the Junior Note and the Junior Loan Documents, or (ii) following receipt from Lender of any notice of default under the Senior Loan Documents. Any such payments which may be made to Junior Lender in violation of the preceding sentence shall be held by Junior Lender in trust for Lender and immediately forwarded to Lender.

3. **Power of Direction and Beneficial Interest under the Trust.** Junior Lender represents and warrants to Lender that he has no interest in the power of direction under the Trust or the beneficial interest in the Trust and that Junior Lender shall not request nor accept any interest in such power or beneficial interest (including any right to approve documents to be executed by the Trust) until such time as the Loan shall have been paid to Lender in full.

4. **Insurance Proceeds and Claims.** Junior Lender shall have no right to participate in the adjustment or settlement of insurance losses and/or condemnation claims with respect to all or any portion of the Property. Junior Lender hereby further agrees, upon the request and at the direction of Lender, to endorse in favor of Lender any and all checks payable to Junior Lender which represent insurance or condemnation proceeds paid for claims relating to the Property in any way. Junior Lender hereby appoints Lender as its attorney-in-fact, in its place and stead to settle all insurance 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. Said appointment is coupled with an interest and is not revocable. All

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insurance or condemnation proceeds received by Lender in excess of the outstanding amounts secured by the Senior Loan Documents shall be promptly remitted to Junior Lender.

5. **Notices.** Junior Lender shall give to Lender prompt written notice of the occurrence of any default under or with respect to the Junior Note, the Junior Mortgage or any of the other Junior Loan Documents.

6. **Payments Following Bankruptcy.** In the event of any dissolution, winding up, liquidation, readjustment, reorganization or other similar proceedings relating to the Trust or Beneficiary or to their respective property (whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment for the benefit of creditors, or any other marshalling of the assets and liabilities of either of them, or any sale of all or substantially all of the assets of either of them, or otherwise), the Senior Liabilities owing by Borrower to Lender shall first be paid in full before Junior Lender shall be entitled to receive and to retain any payment or distribution of proceeds arising from the Property or the liquidation thereof, and, in order to implement the foregoing (i) all payments and distributions arising from the Property or the liquidation thereof to which Junior Lender would be entitled but for the terms of this Section shall be made directly to Lender; (ii) Junior Lender hereby irrevocably agrees that Lender may, at its sole discretion, in the name of Junior Lender, or otherwise, demand, sue for, collect, receive and receipt for any and all such payments or distributions; and (iii) Junior Lender hereby irrevocably appoints Lender as its agent for purposes of filing, proving, voting or consenting in any such proceedings with respect to, any and all claims of Junior Lender relating to such payments or distributions.

7. **Waiver of Notices, Defenses, etc.** Junior Lender hereby waives: (i) notice of the non-payment of all or any of the Loan or other amounts due under the Senior Loan Documents, except as otherwise required hereunder or under the Guaranty; (ii) all claims of a breach of any fiduciary duty by Lender by reason of any action or failure to act by Lender in the collection or protection of or realization upon the Senior Liabilities or any part thereof or any security therefor; and (iii) any protest, defense, claim or objection to or in any way relating to any amendment, modification, renewal or extension of the terms of any of the Senior Note, the Loan Agreement, the Senior Mortgage and the other Senior Loan Documents, including without limitation, any extension of time for repayment of the Loan.

8. **Commencement of Bankruptcy Proceedings.** Junior Lender agrees not to commence (but shall not be prohibited from participating in) any bankruptcy, reorganization or insolvency proceedings with respect to the Trust, Beneficiary or 550 Jackson Corporation, an Illinois corporation and sole general partner of Beneficiary without obtaining Lender's prior written consent.

9. **Action Taken By Lender.** Lender may, from time to time, at its sole discretion and without notice to Junior Lender, take any or all of the following actions: (i) retain or obtain a security interest in any property to secure the Loan; (ii) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to the Loan; and (iii) extend,

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renew (for one or more periods), release, compromise, alter or exchange any obligations of any nature of any obligor with respect to the Loan or the Property.

10. Deed in Lieu of Foreclosure.

(a) Junior Lender hereby covenants and agrees that upon the occurrence of an Event of Default under the Senior Note, the Loan Agreement, the Senior Mortgage or any of the other Senior Loan Documents, Lender may, at its sole discretion, cause title in and to all or any portion of the Property to be conveyed or assigned to a nominee for the Lender. Such actions may be taken by Lender with or without releasing or extinguishing the Senior Loan Documents or the liens or security interests created thereby and without Lender having any obligation to commence a foreclosure proceeding, be appointed as mortgagee in possession or have a receiver appointed. Junior Lender hereby waives the right to assert any and all claims and defenses against Lender relating to or arising from any action taken by Lender pursuant to this subsection, including without limitation, the right to assert that the Senior Mortgage was merged into any deed or instrument of conveyance to a nominee for Lender. Junior Lender hereby waives any right to have a receiver appointed in connection with any foreclosure action filed by Lender against the Property.

(b) Junior Lender hereby agrees that the lien of the Junior Mortgage as it pertains to the Property shall, without further action of the parties hereto, be automatically extinguished upon any conveyance or assignment of the Property to Lender or its designee pursuant to a deed in lieu of foreclosure as provided in subsection 10(a) above or otherwise. Should Lender elect, Junior Lender, immediately upon demand by Lender, shall execute a release of the Junior Mortgage and any assignment of rents and leases running in favor of Junior Lender with respect to the Property in form and substance reasonably acceptable to Lender in the event of such a conveyance or assignment. Should Junior Lender fail to execute such release, then Lender, as attorney-in-fact for the Junior Lender, may execute and record such a release. Junior Lender hereby irrevocably designates, makes, constitutes and appoints Lender (and all persons designated by Lender) as Junior Lender's true and lawful attorney (and agent in fact) with power to execute and record such release on behalf of Junior Lender.

11. Assignment By Lender. Lender may, from time to time, at its discretion and without notice to the Junior Lender, assign or transfer any or all of the Senior Liabilities or any interest therein and/or any or all of the Senior Note, the Senior Mortgage or any of the other Senior Loan Documents, or any interest therein; and notwithstanding any such assignment or transfer or subsequent assignment or transfer thereof, such Senior Liabilities and the Senior Mortgage and the other Senior Loan Documents shall be and remain Senior Liabilities and the Senior Mortgage and the other Senior Loan Documents for the purposes of this Agreement.

12. Notice to Lender; Forbearance and Right to Cure. Junior Lender hereby agrees that until the Senior Liabilities have been paid to Lender in full and the Senior Loan Documents

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have been released, Junior Lender shall not, without giving Lender thirty (30) days prior written notice and an opportunity to cure the default of Borrower specified in such notice within such period, take any action of any kind to enforce any right or remedy of any kind provided for in the Junior Loan Documents, whether at law or in equity, and specifically including, but not limited to, any proceeding seeking or contemplating foreclosure of the Junior Mortgage. Said notice to Lender shall be given concurrently with the delivery of notice of default to Borrower.

13. Notices. Any notices which may be given hereunder shall be deemed given if personally delivered and receipted for or two business days after being deposited in the United States mail, certified or registered mail, return receipt requested, properly addressed as follows:

To Junior Lender:

550 Mortgage Note Partnership
c/o Mark Goodman & Associates, Inc.
737 N. Michigan Avenue
Chicago, Illinois 60611
Attn: Mr. Mark A. Goodman

With copy to:

Foley & Lardner
One IBM Plaza, Suite 3300
Chicago, Illinois 60611
Attn: Robert L. Neiman, Esq.

To Lender:

Bank One, Chicago, NA
111 North Canal Street, 15th Floor
Chicago, Illinois 60606
Attention: Mr. Vincent G. Laughlin

With copy to:

Schwartz Cooper Greenberger & Krauss, Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attention: Jerrold M. Peven, Esq.

Either party may at any time and from time to time (by providing notice to the other party in the manner set forth above) designate a different address to which such notices may be sent.

14. No Amendment. Junior Lender shall not amend or modify the Junior Mortgage or any of the other Junior Loan Documents without obtaining the prior written consent of Lender.

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15. **Binding Effect.** This Agreement shall be binding upon Junior Lender and Lender and their respective successors and assigns, and shall inure to the benefit of Junior Lender and Lender and their respective successors, heirs, legatees, administrators and assigns.

16. **Execution of Additional Documents.** Junior Lender agrees to execute such further documents or instruments and take such further actions as Lender may reasonably request from time to time to carry out the intent and purpose of this Agreement.

17. **Waiver of Rights of Subrogation.** Until such time as the Senior Liabilities are paid in full, Junior Lender waives and releases any and all rights of subrogation that he may have or obtain pursuant to the exercise of any right or remedy in connection with the Junior Mortgage that would result in Junior Lender obtaining a priority equal or superior to the priority of the Senior Mortgage or any of the other Senior Loan Documents for any funds which Junior Lender may advance to cure defaults of Borrower or pay claims or satisfy liens which Borrower is otherwise required to pay or satisfy.

18. **Governing Law, Interpretation.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Junior Lender and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Agreement and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

19. **Termination of Agreement.** This Agreement shall automatically terminate and be of no further force or effect upon the payment in full of the Senior Liabilities.

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

550 MORTGAGE NOTE
PARTNERSHIP, an Illinois
general partnership

By: Mark A. Goodman
Mark A. Goodman, Partner

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ACKNOWLEDGEMENT


Each of the undersigned acknowledges receipt of a copy of the foregoing Subordination Agreement, waives notice of acceptance thereof by Lender and agrees to be bound by the terms and provisions thereof, to mark its respective books and records so as to clearly indicate that the Junior Liabilities are subordinated to the Senior Liabilities 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 the undersigned, then, at the election of Lender, any and all obligations of the undersigned to Lender shall forthwith become due and payable.

As an inducement to Lender to make the Loan, each of the undersigned hereby acknowledges and agrees that (i) Junior Lender has not, as of the date hereof, declared any default under the Junior Loan Documents or exercised any rights or remedies at law, in equity or under the Junior Loan Documents. The undersigned agree that any such action by Junior Lender shall constitute an Event of Default under the Senior Note, the Loan Agreement, the Senior Mortgage and the other Senior Loan Documents and (ii) shall entitle Lender to exercise any and all remedies provided in the Senior Note, the Senior Mortgage and the other Senior Loan Documents or otherwise available at law or in equity.

Dated as of November 7, 1996.

550 JACKSON ASSOCIATES, an Illinois
limited partnership

By:


MARK A. GOODMAN,
General Partner

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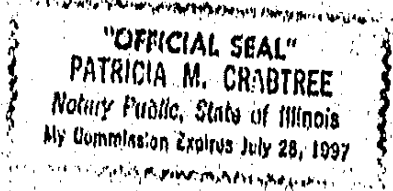
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Patricia M. Crabtree, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARK A. GOODMAN ("Junior Lender") who is personally known to me to be the same person whose names are subscribed to the foregoing as such Junior Lender appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Junior Lender, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24 day of October, 1996.

Patricia M. Crabtree
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS.



I, _____, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of BANK ONE, CHICAGO, NA, a national banking association ("Lender") and _____, the _____ of said Lender, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of Lender, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 1996.

Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of _____,

_____ a _____, who is 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 own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 1996.

NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, of LASALLE NATIONAL TRUST, N.A., (the "Trust"), appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Trust, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 1996.

Notary Public

(SEAL)

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 13 AND 14, AND LOT 15 (EXCEPT THE WEST 10 INCHES THEREOF) AND ALL OF LOTS 22, 23 AND 24 IN GEORGE SNOW SUBDIVISION OF BLOCK 46 IN SCHOOL SECTION ADDITION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

List of Junior Loan Documents

- I. Promissory Note dated October 22, 1985 made by LaSalle National Trust, N.A., not personally, but solely as Trustee under Trust Agreement dated August 20, 1985 and known as Trust No. 109743 (the "Trust") and payable to the order of Gilldorn Savings Association, F.A. a now defunct federally chartered savings and loan association, subsequently known as Enterprise Savings Bank.
- II. Mortgage dated October 22, 1985 made by the Trust and recorded in the Office of Recorder of Deeds of Cook County on October 24, 1985 as Document No. 85251053.
- III. Modification Agreement dated November 1, 1986 and recorded on January 20, 1987 as Document No. 87034318 in the office of the Recorder of Deeds of Cook County.
- IV. Modification Agreement dated November 1, 1988 and recorded on July 13, 1990 in the office of the Recorder of Deeds of Cook County as Document No. 90343596.
- V. Assignment of Rents and Lease dated October 22, 1985 made by the Trust and by 550 Jackson Associates, an Illinois limited partnership, sole beneficiary of the Trust ("Jackson").
- VI. Security Agreement dated October 22, 1985 made by the Trust and by Jackson.

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