LSNB/4100 Warren Avenue 10/15/97

This Document prepared by/
upon recordation return to:

Barry R. Katz, Esq. Deutsch, Levy & Engel, Chartered 225 W. Washington St., #1700 Chicago, U. 60606

MAIN )

SUBORDINATION OF MANAGEMENT AGREEMENT

THIS SUBORDINATION OF MANAGEMENT AGREEMENT is made and entered into as of this 27 day of October 1997, by DARWIN REALTY, an Illinois corporation ("Agent"), to and for the benefit of LASALLE NATIONAL BANK ("Lender").

### WITNESSETH:

WHEREAS, on October 24, 1997, 4100 Warren Avenue Venture, an Illinois General Partnership ("Borrower") borrowed the sum of \$600,000.00 (the "Loar") from Lender secured by among other documents, a Mortgage Note and a Mortgage, Security Agreement and Financing Statement (the "Mortgage") all of even date therewith;

WHEREAS, on Jankey 11977, Borrower entered into a Management Agreement (the "Management Agreement") with Agent whereby Agent was appointed and employed as the exclusive operator and manager of the property commonly known as 4100 Warren Avenue, Hillside, Illinois and legally described in Exhibit "A" attached hereto (the "Property");

WHEREAS, pursuant to Illinois Revised Statutes 770 ILCS 60/0.01 ct seq., property managers have lien rights under the Mechanic's Lien Act for expenses incurred for the management of any Property;

WHEREAS, Lender has required the execution of this Agreement as a condition to entering into the Loan and Mortgage.

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NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

- Agent's interest in the Management Agreement, and all rights of Agent thereunder or by law (including, but not limited to, any lien pertaining to the Property), shall be and hereby are declared to be subject and subordinate to the Mortgage and all other documents securing or evidencing the Loan or any modification or extension thereof. The term "Mortgage", as used herein, shall include the Mortgage and any and all amendments, supplements, modifications, renewals, or replacements thereof or thereof or thereofor.
- In the event of any default under the Mortgage, or any other instrument evidencing or securing payment of the Loan, Lender may, at its sole option, terminate the Management Agreement upon thirty (30) days' written notice to Agent, at which time Agent shall immediately resign as such agent under the Management Agreement and relinquish all rights and privileges thereunder, without further compensation to Agent.
- 3. This Agreement shall be binding upon the Agent, its heirs, legatees, legal representative, successors, affiliates and assigns.
- 4. The Agent agrees to exceve such further documents or instruments and take such further actions as Lender may reasonably request from time to time to carry out the intent of this Agreement.
- 5. Any notices which may be given hercunder must be in writing and shall be deemed given (i) when served personally; (ii) one (1) day after being sent by Federal Express or other overnight courier with guaranteed next day delivery (or (iii) three (3) days after being mailed by United States certified or registered mail, return receipt requested, properly addressed with prepayment and proper first class postage, as follows:

To the Agent:

Attn: George J. Cibula, Jr.

1125 Tower Lane

Bensenville, IL 60106

To the Lender:

Lisa Cunningham, Vice President

LaSalle National Bank

135 N. LaSalle Street

Suite 1225

Chicago, IL 60603

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This Agreement shall be construed in accordance with and governed by the laws of 6. 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 to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. AGENT: Proporty Ox Cook Colling DARWIN REALTY an Illinois corporation Attest: STATE OF ILLINOIS COUNTY OF COOK Before me, the undersigned, a notary public in and for said county and state, personally appeared Cries Talks and who are known to me to be the wind and of Darwin Realty, in illinois corporation, and acknowledged the execution of the foregoing Subordination of Management Agreement and certified that they were authorized to do so by the corporation. Witness my hand and notarial seal this 24 day of October , 1997.

"OFFICIAL SEAL"
Joseph M. deLaVan
Notary Public, State of Itlinois
My Commission Expires May 24, 2001

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#### **EXHIBIT A**

Legal Description

### PARCEL 1:

ALL OF LOTS 24 THROUGH 33, BOTH INCLUSIVE, LYING SOUTH OF THE SOUTH LINE OF THE PRESENTLY EXISTING RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILWAY COMPANY, IN BLOCK 3 IN THOMAS ROWAN'S SUBDIVISION OF LOTS 1 TO 6 BOTH INCLUSIVE, 15 TO 23 BOTH INCLUSIVE, 32 TO 37 BOTH INCLUSIVE, AND LOTS 42.43. 48, 49, 50, 55, 56 AND 57, TOGETHER WITH VACATED STREETS AND ALLEYS BETWEEN SAID LOTS 2, 3 AND 4 ALL IN J.H. WHITESIDE AND COMPANY'S MADISON STREET ADDITION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF the THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF PROVISO, IN COOK COUNTY, ILLINOIS.

ALSO, THAT PART OF VACATED HYDE PARK AVENUE, LYING NORTH OF THE NORTH LINE, IF EXTENDED, OF WARREN AVENUE AND SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILROAD (NOW ABANDONED) AS DEDICATED IN SAID THOMAS ROWAN'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

ALL OF LOTS 28 THROUGH 37, BOTH INCLUSIVE, UZING SOUTH OF THE SOUTH LINE OF THE PRESENTLY EXISTING RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILWAY COMPANY, IN BLOCK 2 IN THOMAS ZOWAN'S SUBDIVISION OF LOTS 1 TO 6 BOTH INCLUSIVE, 15 TO 23 BOTH INCLUSIVE, 32 17 37 BOTH INCLUSIVE, AND LOTS 42, 43, 48, 49, 50, 55, 56 AND 57, TOGETHER WITH VACATED STREETS AND ALLEYS BETWEEN SAID LOTS 2, 3 AND 4 ALL IN J.H. WHITESIDE AND COMPANY'S MADISON STREET ADDITION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF PROVISO, IN COOK COUNTY, ILLINOIS.

Address: 4100 Warren Avenue, Hillside, Illinois 60162

Tax Id. Numbers: 15-08-422-033-0000

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