

# UNOFFICIAL COPY

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CFC #0948 5/1/90

0948XLGL.005

## EXHIBIT A

### LEGAL DESCRIPTION

THE SOUTH FIVE (5) ACRES OF THE EAST HALF (1/2) OF THE NORTH EAST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, [EXCEPT THAT PART THEREOF TAKEN FOR STREETS AND HIGHWAYS AND ALSO EXCEPT THE EAST FIFTY (50) FEET THEREOF] AND ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, WITH THE EAST LINE OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14; THENCE RUNNING WEST ALONG SAID NORTH LINE 50.00 FEET; THENCE RUNNING SOUTH ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE, BEING THE WEST RIGHT-OF-WAY LINE OF NORTH ASHLAND AVENUE 33.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST NELSON STREET, BEING A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE 100.00 FEET; THENCE RUNNING WEST 100.00 FEET ALONG A LINE 133.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4); THENCE RUNNING NORTH 100.00 FEET ALONG A LINE 150.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST NELSON STREET; THENCE RUNNING EAST 100.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address of Property: Lakeview Plaza Shopping Center,  
bounded by West Nelson Street, North  
Ashland Avenue, West Wellington  
Street and North Paulina Street, in  
Chicago, Illinois

Permanent Tax Index Numbers: 14-30-216-005 & 14-30-216-006

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CFC #0948 5/2/90 Rev. 6/28/90

0948XXY6.006

## MORTGAGE AND TRUST DEED SUBORDINATION AGREEMENT

THIS MORTGAGE AND TRUST DEED SUBORDINATION AGREEMENT is made as of June 28, 1990, by, between and among:

COLE TAYLOR BANK, an Illinois banking corporation, not personally but as Trustee under Trust Agreement dated October 19, 1989 and known as Trust Number 89-4170, whose post office address is 350 East Dundee Road, Wheeling, Illinois 60090 (the "Trustee");

MUTUAL TRUST LIFE INSURANCE COMPANY, an Illinois corporation, whose post office address is 1200 Jorie Boulevard, Oak Brook, Illinois 60522-9006 (the "First Mortgagee");

90-498  
KRUPP REALTY LIMITED PARTNERSHIP-IV, a Massachusetts limited partnership, whose post office address is c/o KRUPP REALTY COMPANY, Harbor Plaza, 470 Atlantic Avenue, Boston, Massachusetts 02210 (the "Second Mortgagee"); and

COLE TAYLOR BANK, an Illinois banking corporation, whose post office address is 350 East Dundee Road, Wheeling, Illinois 60090 (the "Third Mortgagee").

### Recitals:

A. By endorsement and delivery by COHEN FINANCIAL CORPORATION, a Delaware corporation ("CFC") to First Mortgagee, First Mortgagee is now the owner and holder of a certain PROMISSORY NOTE (the "Note") dated as of February 24, 1987, executed by LABALLE NATIONAL BANK, a national banking association, not personally but as Trustee under Trust Agreement dated January 19, 1982 and known as Trust Number 104632 (the "Original Mortgagor") payable to the order of and delivered to CFC, in the stated principal amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00). At the time of delivery of the Note to CFC and endorsement and delivery of the Note to Lender, Third Mortgagee was the sole beneficiary under the said Trust Agreement Number 104632 with the Original Mortgagor. To secure the Note and to further evidence the Loan (the "First Loan") contemplated thereby, Original Mortgagor and Second Mortgagee, as the case may be, have heretofore executed and delivered to the First Mortgagee:

(i) the MORTGAGE listed and described in Part 1 of SCHEDULE I attached hereto and made a part hereof by this reference (the "First Mortgage"), registered in the Office of the Registrar of Torrens Titles of Cook County, Illinois (the "Registrar's Office"), which Mortgage encumbers the real property legally described in EXHIBIT A attached hereto and made a part hereof by this reference (the "Premises" or the "Mortgaged Property"); and

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(ii) the other instruments evidencing said Loan and securing the Note, listed and described on Part 2 of SCHEDULE I attached hereto and made a part hereof by this reference, which, together with the new First Loan security documents delivered concurrently herewith by Borrower and by LAKEVIEW PLAZA PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary") to First Mortgagee, but not specifically identified herein, are collectively referred to as the "First Mortgage Loan Documents". First Mortgagee is hereby authorized by Trustee, Second Mortgagee and Third Mortgagee to fill in any blanks herein with appropriate recording information and dates after execution of this Agreement.

B. The Second Mortgagee is about to make a second mortgage "wraparound" loan in the nominal amount of \$3,340,000.00 (the "Second Loan") to the Trustee, for the benefit of the Beneficiary, which Second Loan is to be secured by:

(1) a certain WRAP-AROUND MORTGAGE dated 6-28-92, 1990 (the "Second Mortgage"), to be granted by Trustee as mortgagor to Second Mortgagee as mortgagee and holder of the WRAP-AROUND NOTE therein described (the "Second Note"), to be registered in the Torrens Office as Document Number LR 3893776, encumbering the Premises; and by

(2) the other "Second Mortgage Loan Documents" delivered in connection with the Second Loan.

C. The Third Mortgagee is about to make a third mortgage loan in the amount of \$1,010,000.00 (the "Third Loan") to the Trustee, for the benefit of the Beneficiary, which Third Loan is to be secured by:

(1) a certain TRUST DEED AND FIXTURE FILING dated 6-28, 1990 (the "Third Mortgage"), to be granted by Trustee as mortgagor to Third Mortgagee as trustee for the benefit of the holders from time to time of the INSTALLMENT NOTE therein described (the "Third Note"), to be registered in the Torrens Office as Document Number LR 3893778, encumbering the Premises; and by

(2) the other "Third Mortgage Loan Documents" delivered in connection with the Third Loan.

D. Trustee is the owner and holder of legal title to the Premises under the Trust Agreement aforesaid, for the benefit of the Beneficiary. As a condition precedent to First Mortgagee's consenting to the granting of the Second Loan and the Third Loan secured by the Premises, First Mortgagee has required this Agreement, and the Trustee, Second Mortgagee and Third Mortgagee are willing to enter into this Agreement, on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, First Mortgagee, Second Mortgagee, Third Mortgagee and Trustee hereby agree as follows:

1. Second Mortgagee hereby covenants, agrees and declares that the Second Mortgage and all other documents given at any time to secure the Second Note, and all renewals, extensions, modifications and amendments thereof, and all of Second Mortgagee's rights, title and interest thereunder are and shall be and remain junior, subject and subordinate in all respects to the First Mortgage and all documents given at any time to secure the First Note and to any renewals, modifications, amendments, replacements and extension thereof, with the same force and effect as if the First Mortgage and all other documents given at any time to secure the First Note, and any renewal, modification, amendment, replacement or extension thereof, had been executed, delivered and registered prior to the execution, delivery and recordation of the Second Mortgage and the other documents given at any time to secure the Second Note.

2. Third Mortgagee hereby covenants, agrees and declares that the Third Mortgage and all other documents given at any time to secure the Third Note, and all renewals, extensions, modifications and amendments thereof, and all of Third Mortgagee's rights, title and interest thereunder are and shall be and remain junior, subject and subordinate in all respects to the First Mortgage and all documents given at any time to secure the First Note and to any renewals, modifications, amendments, replacements and extension thereof, with the same force and effect as if the First Mortgage and all other documents given at any time to secure the First Note, and any renewal, modification, amendment, replacement or extension thereof, had been executed, delivered and registered prior to the execution, delivery and recordation of the Third Mortgage and the other documents given at any time to secure the Third Note.

3. Second Mortgagee hereby certifies to First Mortgagee, as of the date hereof, that:

(a) the Second Note and Second Mortgage are in full force and effect and have not been modified, altered or amended, and the principal balance due thereunder is \$3,340,000.00, which sum includes the principal of the First Note and the Second Note;

(b) Second Mortgagee has no knowledge of any act or omission which, with the passage of time or the giving of notice or both, could constitute a breach or default by Trustee or Beneficiary under the Second Note or Second Mortgage or under any other document at any time given to Second Mortgagee to secure the Second Note; and

(c) Second Mortgagee will give the First Mortgagee written notice of any event of default of Trustee or Beneficiary under the Second Note or Second Mortgage or any other document at any time given to Second Mortgagee to secure the Second Note.

4. Third Mortgagee hereby certifies to First Mortgagee, as of the date hereof, that:

(a) the Third Note and Third Mortgage are in full force and effect and have not been modified, altered or amended, and the principal balance due thereunder is \$1,010,000.00;

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(b) Third Mortgagee has no knowledge of any act or omission which, with the passage of time or the giving of notice or both, could constitute a breach or default by Trustee or Beneficiary under the Third Note or Third Mortgage or under any other document at any time given to Third Mortgagee to secure the Third Note; and

(c) Third Mortgagee will give the First Mortgagee written notice of any event of default of Trustee or Beneficiary under the Third Note or Third Mortgage or any other document at any time given to Third Mortgagee to secure the Third Note.

5. Notwithstanding any contrary provision in any document evidencing or securing the loans evidenced by the First Note or the Second Note, if the Premises, or any part thereof, shall be condemned or taken for public use under the power of eminent domain, then the First Mortgagee shall have the right, in its sole discretion, to apply the condemnation award, or any part thereof, as a credit on the indebtedness secured by the First Mortgage, whether then matured or to mature in the future, or at the option of the First Mortgagee, such sums shall be held by First Mortgagee or, at First Mortgagee's election, paid over to a title insurance company or escrow agent designated by First Mortgagee, either in whole or in part, and such sums shall be held on such terms and conditions as First Mortgagee in its discretion may specify, to be used to repair or restore the building, structures or improvements, or to build new ones in their place, or for any other purpose or object satisfactory to First Mortgagee, without affecting the lien or the priority of the lien of the First Mortgage, as more specifically provided for in the First Mortgage and other Loan Documents securing the First Note. Second Mortgagee and Third Mortgagee shall have no rights to any apportionment of or share in any condemnation award or judgment for damages made for the taking of all or any part of the Premises or the improvements located thereon unless and until the First Note and all other sums due the First Mortgagee in respect of the First Loan have been paid in full.

6. Notwithstanding any contrary provision in the documents securing the Second Note or the Third Note, if the Premises, or any part thereof, shall be damaged or destroyed, then First Mortgagee shall apply any proceeds of insurance as provided for in the First Mortgage and other Loan Documents securing the First Note.

7. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be enforced.

8. All notices or other communications required or permitted to be given hereunder 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 same in person to the intended addressee or by prepaid telegram, at the address first set forth in this Agreement or to such other place in the United States of America as any party hereto may by

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notice in writing designate as a place for service of notice hereunder. Notice so mailed shall be effective upon the date of its deposit in the mail. Notice given in any other manner shall be effective only if and when actually received by the addressee.

9. So long as the First Mortgage shall remain a lien upon the Mortgaged Property or any part thereof, (i) the Second Mortgagee and its successors and assigns and all other legal holders of the Second Mortgage and (ii) the Third Mortgagee and its successors and assigns and all other legal holders of the Third Mortgage shall execute, acknowledge and deliver, upon demand at any time or times, any and all further subordinations or other instruments in recordable form reasonably sufficient for that purpose or that the holder of the First Mortgage may hereafter reasonably require for carrying out the true purpose and intent of the foregoing covenants.

10. Neither the Second Mortgagee or its successors or assigns nor any other legal holders of the Second Mortgage Loan Documents nor the Third Mortgagee nor its successors or assigns or any other legal holders of the Third Mortgage Loan Documents shall acquire, by subrogation, contract or otherwise, any lien upon or other estate, right, interest or security interest in the "Premises" (as defined in the First Mortgage), including but not limited to any interest which may arise in respect of real estate taxes, assessments or other governmental charges, which is or may be prior in right to the First Mortgage or to any increases, extensions, consolidations, modifications or supplements thereto.

11. So long as the First Mortgage shall remain a lien upon the Mortgaged Property or any part thereof, the Second Mortgage Loan Documents and the liens and security interests thereof with respect to the Premises and the Third Mortgage Loan Documents and the liens and security interests thereof with respect to the Mortgaged Property shall be and the same are hereby made, and shall continue, subject, junior and subordinate to any and all leases upon all or any part of the Mortgaged Property as to which the First Mortgage is now or hereafter becomes subordinate or which the First Mortgagee or its successors or assigns, as holders of the First Mortgage, have agreed not to disturb (or, as may be applicable, shall be deemed to have agreed not to disturb).

12. This Agreement may be executed and acknowledged in any number of counterparts by any of the parties hereto and the signature and acknowledgment pages of such executed counterparts may be collated by counsel for the First Mortgagee. All of such executed counterparts, including collated signature and acknowledgment pages, shall for all

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purposes be deemed to be originals and all such counterparts, taken together, shall constitute but one and the same Agreement.

13. Anything herein to the contrary notwithstanding, the parties hereto expressly understand and agree that any representations, covenants, undertakings, warranties and agreements herein made on the part of COLE TAYLOR BANK, an Illinois banking corporation, not personally but as Trustee as aforesaid, while in form purporting to be the representations, covenants, warranties, undertakings and agreements of COLE TAYLOR BANK, as Trustee as aforesaid, are nevertheless each and every one of them, not made by COLE TAYLOR BANK personally or for the purpose or with the intention of binding COLE TAYLOR BANK personally, but are made by COLE TAYLOR BANK solely in the exercise of the powers conferred upon and vested in it as Trustee under the Trust Agreement aforesaid; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against COLE TAYLOR BANK (in its capacity as Trustee) personally on account of this instrument or on account of any representation, covenant, undertaking, warranty or agreement of the Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by every person now or hereafter claiming any right or security hereunder; but nothing herein contained shall impair or affect the obligations expressly assumed by COLE TAYLOR BANK hereunder in its capacity as Second Mortgagee.

IN WITNESS WHEREOF, First Mortgagee, Second Mortgagee, Third Mortgagee, Trustee and Beneficiary have respectively executed this Agreement as of the day and year first above written.

MUTUAL TRUST LIFE INSURANCE COMPANY,  
an Illinois corporation

By:  
Its

*[Signature]*  
Vice President

ATTEST:

By:

*[Signature]*  
Its (Assistant) Secretary

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COLE TAYLOR BANK, an Illinois banking corporation

By: James P. Hessel  
Its \_\_\_\_\_

ATTEST:

By: Mary A. Keen  
Its (Assistant) Secretary

(Impress corporate seal here)

KRUPP REALTY LIMITED PARTNERSHIP-IV, a Massachusetts limited partnership, by THE KRUPP CORPORATION, a Massachusetts corporation, its general partner

By: Timothy W. Dume  
Its authorized agent

ATTEST:

By: [Signature]  
Its (Assistant) Secretary  
Authorized Agent

(Impress corporate seal here)

COLE TAYLOR BANK, an Illinois banking corporation, not personally but as Trustee as aforesaid

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its (Assistant) Secretary

(Impress corporate seal here)

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01/15/2011

COLE TAYLOR BANK, an Illinois banking corporation

By: \_\_\_\_\_  
Its ~~\_\_\_\_\_~~ \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its (Assistant) Secretary

(Impress corporate seal here)

KRUPP REALTY LIMITED PARTNERSHIP-IV, a Massachusetts limited partnership, by THE KRUPP CORPORATION, a Massachusetts corporation, its general partner

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its (Assistant) Secretary

(Impress corporate seal here)

COLE TAYLOR BANK, an Illinois banking corporation, not personally but as Trustee as aforesaid

By: [Signature]  
Its Assistant Vice Pres. bank

ATTEST:

By: [Signature]  
Its (Assistant) Secretary ~~\_\_\_\_\_~~ TRUST OFFICER

(Impress corporate seal here)

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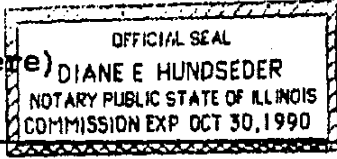
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STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE )

The foregoing instrument was acknowledged before me this 25th day of June, 1990 by Arthur F. Greenan, Vice President of MUTUAL TRUST LIFE INSURANCE COMPANY, an Illinois corporation, on behalf of the corporation.

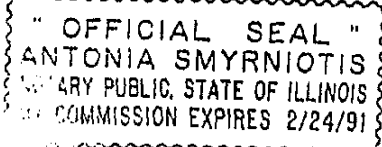
Diane E. Hundeseder
NOTARY PUBLIC



(Impress Notarial Seal Here) My commission expires: , 19 .

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 29th day of June, 1990 by Jeanne C. Hensel, Vice President of COLE TAYLOR BANK, an Illinois banking corporation, on behalf of the corporation.



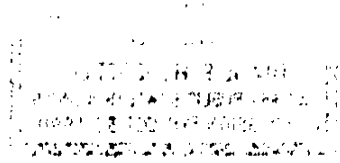
Antonia Smyrniotis
NOTARY PUBLIC

(Impress Notarial Seal Here) My commission expires: February 24, 1991

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12/15/2011

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STATE OF Illinois )  
COUNTY OF Cook ) SS.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> of June, 1990 by TIMOTHY W. DUNNE, authorized agent president of THE KRUPP CORPORATION, a Massachusetts corporation, general partner of KRUPP REALTY LIMITED PARTNERSHIP-IV, a Massachusetts limited partnership, on behalf of corporation and on behalf of the corporation in its capacity as general partner of the limited partnership.

" OFFICIAL SEAL "  
DONNA LEE HEIDEBRANDT  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/19/93

Donna Lee Heidebrandt  
NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: Dec. 19, 1993.

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1990 by \_\_\_\_\_, President of COLE TAYLOR BANK, an Illinois banking corporation, on behalf of the corporation, as Trustee as aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: \_\_\_\_\_, 19\_\_\_\_.

CLERK'S OFFICE OF COOK COUNTY

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STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 199\_\_ by \_\_\_ President of MUTUAL TRUST LIFE INSURANCE COMPANY, an Illinois corporation, on behalf of the corporation.

NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: \_\_\_, 19\_\_.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 28th day of JUNE 1990 by DAVID L. MYERS NVP & DAWN M. TAYLOR President of COLE TAYLOR BANK, an Illinois banking corporation, on behalf of the corporation.

OFFICIAL SEAL
Kathleen M. Auger
Notary Public, State of Illinois
My Commission Expires 12/8/91

Kathleen M. Auger
NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: 12/8, 1991.

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NOTARY PUBLIC
STATE OF ILLINOIS

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NOTARY PUBLIC STATE OF ILLINOIS  
KATHLEEN M. HOGAN  
OFFICIAL SEAL

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IN DUPLICATE

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CAROL ROSELEY BRAUN  
REGISTRAR OF TITLES

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IDENTIFIED  
No.  
Registrar of Towns Titles  
CAROL ROSELEY BRAUN  
GURTOWSKI

COMMONWEALTH LAND TITLE INS. CO.  
30 N. LaSalle  
Suite 3900  
Chicago, Illinois 60602