

**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).

• • • • •

**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:

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

LaSalle National Trust, N.A. \*  
135 South LaSalle Street  
Chicago, Illinois

Junior Note:

Amount: \$940,000.00  
Dated: October 25, 1990

Junior Mortgage—Date and Recording Information:

Date: 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  
KRAW 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

LEGAL FOLLOWS MORTGAGE NOTE IDENTIFIED  
This is a copy of the original instrument prepared by Mark S. Richmond, Esq. and Katz Randall & Weinberg, P.C. dated 10/25/90.

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RECEIVED FROM SWINBURTON (1971)  
GENERAL INVESTIGATION

Property of Cook County Clerk's Office

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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.

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.

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, charges, fees and expenses 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 modification, consolidation, 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.

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.

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").

## RECITALS:

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Senior Loan Documents for the purposes of this Agreement.

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 of the Senior Loan Documents, 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.

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 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 improvement 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.

7. Actions 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.

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 Sale Agreement, Execution 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 provided hereby to enforce its rights under any junior collateral assignment of lease or other Junior Loan Document as long as such action does not have the effect of terminating any such Lease.

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 claiming 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.

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.

0512266

\_\_\_\_\_  
\_\_\_\_\_  
Chicago, Illinois 60645  
\_\_\_\_\_  
6445 N. Western Avenue  
\_\_\_\_\_  
Devon Bank

If to Junior Lender

\_\_\_\_\_  
\_\_\_\_\_  
Chicago, Illinois  
\_\_\_\_\_  
135 South LaSalle Street  
\_\_\_\_\_  
LaSalle National Trust, N.Y.  
\_\_\_\_\_  
Land Trust Department

If to Borrower

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

If to Senior Lender

12. Notice. 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:

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 non-monetary default and an opportunity to cure (within the above-mentioned periods) the default of Borrower specified in such notice, take any action of any kind (including, without limitation, the initiation of any proceeding or contemplating foreclosure or the appointment of a receiver or 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.

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 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.

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DATE (MM/DD)

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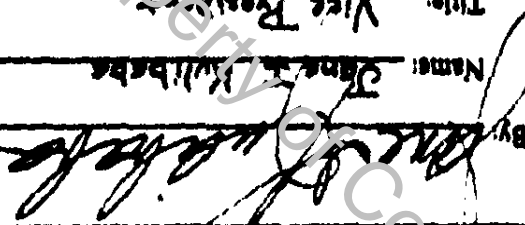
By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

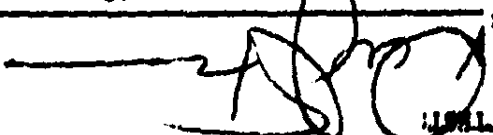
ATTN: \_\_\_\_\_ Company: \_\_\_\_\_

Capitol Bankers Life Insurance

SENIOR LENDER:

By:  Name: Frank J. Williams Title: Vice President

Devon Bank

By:  Name: David J. Farun Title: Sr. VP

JUNIOR LENDER:

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, 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.

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.

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ATTEST: [Signature]  
By: [Signature]  
Name: John Ratzel  
Title: Secretary

Company: Capitol Bankers Life Insurance  
By: [Signature]  
Name: Frederic Broers  
Title: Senior Vice President

SENIOR LENDER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_ Bank

JUNIOR LENDER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_ Bank

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.

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Property of Court



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08/11/90

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This instrument is executed by the undersigned as trustee of the trust created by the instrument dated September 21, 1987 and known as Laballe National Trust, N.A., as successor trustee to Laballe National Bank as Trustee under Trust Agreement dated September 21, 1987 and known as Trust No. 112671

but solely as trustee of the trust created by the instrument dated September 21, 1987 and known as Laballe National Trust, N.A., and personally authorized by the undersigned as trustee of the trust created by the instrument dated September 21, 1987 and known as Trust No. 112671

terms, provisions and conditions of the instrument dated September 21, 1987 and known as Trust No. 112671

made on behalf of the undersigned as trustee of the trust created by the instrument dated September 21, 1987 and known as Trust No. 112671

and no person named herein is to be held liable for the performance or non-performance of the obligations of the undersigned as trustee of the trust created by the instrument dated September 21, 1987 and known as Trust No. 112671

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

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Name:

Corinne Bok

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

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

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Name:

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

ATTEST:

Dated: October 31, 1990

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.

## BORROWER'S ACKNOWLEDGMENT

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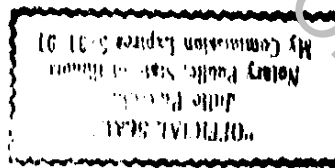
My Commission Expires:

Notary Public

I, \_\_\_\_\_ a Notary Public, in and for the County \_\_\_\_\_ and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ who is/are personally known to me to be the same person(s) is/are subscribed to the foregoing instruments as \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ 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 90

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

My Commission Expires:



Notary Public

I, \_\_\_\_\_ a Notary Public, in and for the County \_\_\_\_\_ and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ who is/are personally known to me to be the same person(s) is/are subscribed to the foregoing instruments as \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ 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 90

STATE OF ILLINOIS COUNTY OF Cook

PC22268



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4/14/91

My Commission Expires:

Notary Public  
Karnaus Yanke

GIVEN under my hand and Notarial Seal this 8th day of October 19 90  
and purpose therein set forth.  
acted that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary  
of Central Bank Life Insurance Company, appeared before me this day in person and acknowl-  
be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as  
and John Katzell and Karisus Yanke  
and State aforesaid, DO HEREBY CERTIFY that Karisus Yanke  
a Notary Public, in and for the County

STATE OF Wisconsin  
COUNTY OF Milwaukee

My Commission Expires:

Notary Public

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
and purpose therein set forth.  
acted that he/she/they signed and delivered the said instrument as his/her/their own, free and voluntary  
of Devon Bank \_\_\_\_\_ and \_\_\_\_\_ appeared before me this day in person and acknowl-  
be the same person(s) whose name(s) is/are subscribed to the foregoing instruments as  
and \_\_\_\_\_ who is/are personally known to me to  
and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
a Notary Public, in and for the County

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

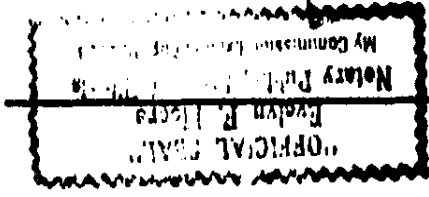
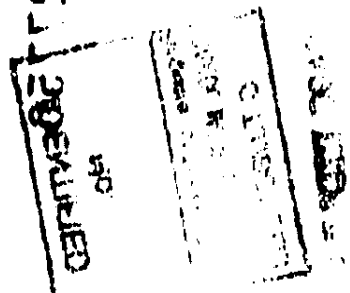
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NOV 17 1990



My Commission Expires:

Property of Cook County

*Evelyn F. Moore*  
Notary Public

Given under my hand and notarial seal this 13 day of November 1990

Assistant Secretary, of said Laballe National Trust, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Secretary, of said Laballe National Trust, N.A., 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 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 Laballe National Trust, N.A., as successor trustee to Laballe National Bank act of said Laballe National Trust, N.A., as successor trustee to Laballe National Bank did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said Laballe National Trust, N.A., as successor trustee to Laballe National Bank that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Laballe National Trust, N.A., as successor trustee to Laballe 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 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 Laballe National Trust, N.A., as successor trustee to Laballe National Bank act of said Laballe National Trust, N.A., as successor trustee to Laballe National Bank

I, Evelyn F. Moore, a Notary Public in and for said County in the State of Illinois, do hereby certify that William H. Moore, Laballe National Trust, N.A., and National Banking Association

STATE OF ILLINOIS  
COUNTY OF COOK

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4/30/22

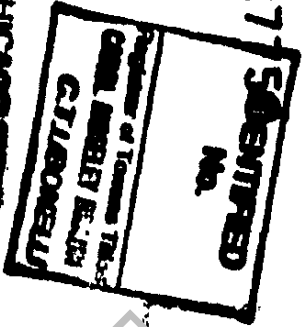
Sub signed

REC

1990 NOV 21 PM 12:00  
CLERK OF THE CLERK'S OFFICE  
REGISTER OF TITLES

3927750

3927750  
REGISTERED  
No.



CHICAGO REGISTERING CO.

72-81-203

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3927750

Property of Cook County Clerk

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.

PARCEL 2:

THAT PART OF LOTS 12, 13 AND 14 IN BLOCK 22 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 SOUTHWESTLY CORNER OF SAID LOTS 12, 13 AND 14 AND BEING THE NORTHWESTLY LINE OF LINDEN AVENUE, 60.0 FEET SOUTHWESTLY OF THE NORTHWESTLY CORNER OF SAID LOT 12, THENCE NORTHWESTLY AT RIGHT ANGLES TO THE SOUTHWESTLY 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 1:

LEGAL DESCRIPTION

EXHIBIT A

Subordination Agreement



3927750

Property of Cook County Clerk

~~THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS  
THE NORTH LINE 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF  
LOT 5 IN BLOCK 10 IN CHICAGO NORTH IN THE LAND COMPANY'S SUBDIVISION OF~~

~~TAXED 21~~

ILLINOIS.  
line of said lot, 10 feet to the point of beginning, all in Cook County,  
southeast corner of said lot 13) thence northwesterly along the westerly  
with the prolongation of the last described line, 87.88 feet to the  
lot, said line forming an angle of 87 degrees, 19 minutes, 23 seconds,  
of said lot 13) thence southwesterly along the southerly line of said  
seconds (23) the last described line, 11.88 feet to the southeast corner  
Green Bay Road, said line forming an angle of 87 degrees, 19 minutes, 23  
corner of said lot 13) thence southerly along the westerly line of  
line of Green Bay Road at a point 34.24 feet southerly of the northeast  
prolongation of the last described line, 104.30 feet to the westerly  
northwesterly along a line forming an angle of 90 degrees, with the  
southerly line of said lot, 40 feet to the point of beginning; thence  
at the northwest corner of said lot 13) thence southwesterly along the  
East of the Third Principal Meridian described as follows: commencing  
Company's subdivision in sections 17 and 18, Township 42 North, Range 13,  
and that part of lot 13, in Block 10, in Chicago North Shore Land

*Remain Rem: & Lot 13 also described as follows*

LEGAL DESCRIPTION

EXHIBIT A

# UNOFFICIAL COPY

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B-1

Property of Cook County Clerk's Office

0522263

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. LR3927749.
2. Construction Loan Agreement dated October \_\_\_\_\_, 1990 made by and between Borrower, Laballe National Trust, N.A. as Trustee under Trust Agreement dated October 9, 1990 and known as Trust No. 115914, Raymond Chou ("Chou") and The Winetka 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.

## OTHER JUNIOR DOCUMENTS

### EXHIBIT B

0527265

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

OTHER SENIOR DOCUMENTS

EXHIBIT C

Property of Cook County Clerk's Office