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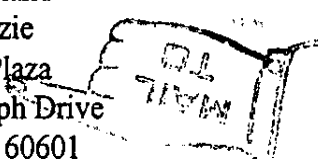
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Cook County Recorder 31.50



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FIRST AMERICAN TITLE order # 018559 STG-TP
ASSIGNMENT OF RENTS AND LEASES
Dated: as of July 31, 2000

<p><u>Assignor:</u> National Association LaSalle Bank, N.A., successor to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust dated March 3, 1998 and known as Trust No. 123897-06</p> <p>Optima Glenview Limited Partnership C/o Optima, Inc. 630 Vernon Avenue Glencoe, Illinois 60022</p>	<p><u>Assignee:</u> American National Bank and Trust Company of Chicago 120 South LaSalle Street Chicago, Illinois 60603</p>
<p><u>Mortgaged Property:</u> Common address: 995-999 Waukegan Road, 1617-1625 Glenview Road, Village of Glenview, Cook County, Illinois; Depot Street and Dewes Street, Village of Glenview, Cook County, Illinois</p> <p>P.I.N. Nos. 04-35-401-007, 04-35-304-014, 04-35-304-015, <u>04-35-401-008</u></p>	
<p><u>Prepared by:</u> Creighton R. Meland Baker & McKenzie One Prudential Plaza 130 East Randolph Drive Chicago, Illinois 60601 (312) 861-2990</p>	<p><u>When recorded, please return to:</u> Creighton R. Meland Baker & McKenzie One Prudential Plaza 130 East Randolph Drive Chicago, Illinois 60601 (312) 861-2990</p> 

FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

This First Amendment to Assignment of Rents and Leases (the "Amendment") is made as of the 31st day of July, 2000 by and among LaSalle Bank, ~~N.A.~~ ^{National Association} successor to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated March 3, 1998 and known as Trust No. 123897-06 and Optima Glenview Limited Partnership (collectively hereinafter referred to as the "Assignor") and American National Bank and Trust Company of Chicago (the "Assignee").

WITNESSETH:

WHEREAS, certain existing obligations of the Assignor to Assignee are secured by that certain Assignment of Rents and Leases dated as of May 28, 1998, in favor of the Assignee and recorded against the real property legally described on Exhibit A hereto on June 15, 1998 as document no. 98502436 with the Cook County Recorder of Deeds (as amended, extended, modified or supplemented from time to time, the "Assignment");

WHEREAS, the Assignor and the Assignee desire to amend the Assignment in certain respects on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned parties agree as follows:

1. The first recital paragraph of the Assignment is amended by deleting reference to the phrase "May 28, 2000, subject to being extended to a date not later than May 28, 2001" and by replacing said phrase with the date "May 28, 2001." Said paragraph is further amended so that all references therein to the "Construction Loan Note dated of even date herewith" the "Letter of Credit Note dated of even date herewith" and the "Construction Loan Agreement dated of even date herewith" shall mean and be references to, respectively, the "Amended and Restated Construction Loan Note, dated as of July 31, 2000," "the Amended and Restated Letter of Credit Note, dated as of July 31, 2000," and "the Amended and Restated Construction Loan Agreement, dated as of July 31, 2000."

National Association

2. For purposes of notices given pursuant to the Assignment to LaSalle Bank/~~N.A.~~ as successor to American National Bank and Trust Company of Chicago as Trustee under Trust No. 123897-06 dated March 3, 1998, the Assignor's address shall be as follows:

LaSalle Bank, N.A.
Land Trust Administration
135 South LaSalle Street
Chicago, Illinois 60603
Fax No. 312-904-2202

3. In all other respects, the Assignment shall remain unmodified and in full force and effect, and all other terms, provisions and conditions of the Assignment are hereby confirmed and ratified by the Assignor.

4. The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Amendment has been made and executed and delivered in the State of Illinois and shall be governed by and construed in accordance with the internal laws of the State of Illinois. This Amendment may be executed and delivered in one or more counterparts, with the intention that all such counterparts, when taken together, shall constitute one and the same instrument.

National Association

5. This Amendment is executed by LaSalle Bank, ~~N/A~~ successor to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust No. 123897-06 dated March 3, 1998 (the "Land Trustee") in the exercise of the power and authority conferred upon and vested in it as such Land Trustee and is payable only out of the property described in the Assignment and other security given to secure payment hereof. It is expressly understood and agreed by each original and successive holder of the Assignment that no personal liability shall be asserted or be enforceable against the Land Trustee because or in respect of the Assignment or in the making, issue or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by each Guarantor hereof, if any, and each original and successive holder of the Assignment accepts the same upon the express condition that no duty shall rest upon said LaSalle Bank, ~~N/A~~ ^{National Association} either personally or as said Land Trustee, to sequester the rents, issues and profits arising from the property described in said Assignment, or in the proceeds arising from the sale or other disposition thereof, but in case of default in the payment of the Construction Loan Agreement or of any installment hereof, the sole remedy of the holder hereof as to the Land Trustee shall be foreclosure of the Assignment, in accordance with the terms and provisions in the Assignment, or by action to enforce the personal liability of any Guarantor, if any, of the payment hereof, or both.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that the Land Trustee shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Land Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

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IN WITNESS WHEREOF, the parties have entered into this Amendment as of the day and year first above written.

ASSIGNEE:

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF
CHICAGO

By: *James Louis*
Its: *Officer*

OPTIMA GLENVIEW LIMITED
PARTNERSHIP

By: Optima Glenview Development, L.L.C.
General Partner

By: *M. Miller*
Its: MANAGER

ASSIGNOR:

National Association
LASALLE BANK, ~~N.A.~~, successor to
American National Bank and Trust Company
of Chicago, not personally but as Trustee
under Trust Agreement dated March 3, 1998
and known as Trust No. 123897-06

By: *[Signature]*
Its: Asst Vice President

Attest: *Nancy A. Carrin*
Its: Asst Secretary

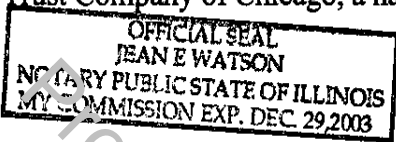
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me on the 2ND day of August, 2000, by Jeanne Lewis, the officer of American National Bank and Trust Company of Chicago, a national banking association.

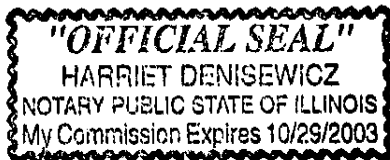


Jean Edelson
Notary Public, Cook County, Illinois

My commission expires: 12/29/03

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

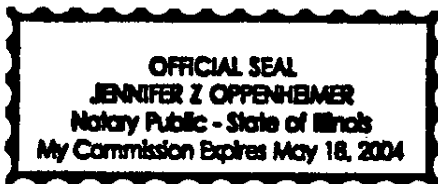
The foregoing instrument was acknowledged before me on the 2nd day of August, 2000, by Deborah Berg and Nancy A Carlin, the duly appointed Asst Vice President and Asst Secretary of LaSalle Bank, National Association, successor to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated March 3, 1998 and known as Trust No. 123897-06.



Harriet Denisewicz
Notary Public, Cook County,
My commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 31st day of July, 2000 by David C. Hovey acknowledged to me to be the Managing Member of Optima Glenview Development, L.L.C., an Illinois limited liability company, as general partner of Optima Glenview Limited Partnership.



J. Z. Oppenheimer
Notary Public, Cook County,
My commission expires: 5/18/2004

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Property of Cook County Clerk's Office

OFFICIAL SEAL
JENNIFER L. OPPENHEIMER
Notary Public - State of Illinois
My Commission Expires May 18, 2024

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Exhibit A

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Legal Description

PARCEL 1

Lots 5, 6 and 7 in Block 1 in Dewe's Addition to Oak Glenn being a Subdivision of a portion of the North Half of the Southwest Quarter of the Southeast Quarter of Section 35, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded August 10, 1891 as document 1517606 in book 51 page 24, in Cook County, Illinois.

PIN Nos.: 04-35-304-014

04-35-304-015

Address: Depot Street and Dewes Street
Glenview, Illinois

PARCEL 2

^{AND LOT 2}
Lot 1 in J.D. Lovett's Subdivision of part of the South East 1/4 of Section 35, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN No.: 04-35-401-007, 04-35-401-008

995-999 Waukegan Road

Address: 1617-1625 Glenview Road
Glenview, Illinois

Prepared by:

Creighton R. Meland, Jr.
Baker & McKenzie
One Prudential Plaza
130 E. Randolph Drive
Chicago, Illinois 60601
(312) 861-2990